



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

MEETING LOCATION Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

Regular Meeting November 12, 2019

TELECONFERENCE LOCATIONS:

1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517.

Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

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

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). 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 (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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.)

2. **RECOGNITIONS - NONE**

3. **COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

4. **DEPARTMENT/COMMISSION REPORTS**

5. **CONSENT AGENDA**

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

A. Allocation List Amendment - Behavioral Health

Departments: Behavioral Health

Adding two positions to the Allocation List allows Mono County Behavioral Health (MCBH) to promote staff who have met the requirements of the new level and who have received employee evaluations recommending promotion. Additionally, one of these positions will allow MCBH to fill a position that has been vacated by an employee taking on new job duties.

Recommended Action: Adopt proposed resolution R19-___, Authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to add two FTS I positions and remove one Office Assistant I/II position within the Department of Behavioral Health.

Fiscal Impact: Increases departmental spending by \$97,731 annually and approximately \$57,010 for the remainder of this year, which was not included in the FY 2019-20 budget. The increase will be included with the Department's mid-year budget request. Funding for these positions is through Mental Health and Substance Use Realignment as well as through the Mental Health Services Act.

B. Amendment to Contract with Bauer Planning for Environmental Services

Departments: Community Development - Planning

Proposed contract amendment with Bauer Planning and Environmental Services to extend the expiration date and increase the not-to-exceed budget for an existing contract pertaining to the Tioga Inn Specific Plan Amendment and associated environmental analysis.

Recommended Action: Approve the contract amendment to extend the expiration date to December 30, 2020, and increase the not-to-exceed budge by \$85,700, and authorize Steve Barwick, CAO, to execute said contract on behalf of the County, with the total contract amount to be \$192,550.

Fiscal Impact: No impact to the General Fund; costs are paid by the applicant.

C. Amendment to North American Mental Health Services Contract

Departments: Behavioral Health

Proposed amendment adding tele-therapy services to the agreement between the County of Mono and Native American Mental Health Services DBA North American Mental Health Services for the provision of tele-psychiatry services. The purpose of this amendment is to provide Spanish speaking services and increase capacity in the Behavioral Health Department. The original agreement was approved by the Board on September 10, 2019.

Recommended Action: Approve proposed amendment adding tele-therapy services to the current contract with North American Mental Health Services DBA North American Mental Health Services. Authorize CAO to execute amendment on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: No additional impact beyond the current contract amount.

D. Approved Increase in Appropriations to make a financial contribution to the Mono Basin Scenic Area Visitors Center using Geothermal Royalty revenues

The Mono Basin Scenic Area Visitor Center in Lee Vining is operated by the US Forest Service and provides regional information to travelers visiting the Mono Basin Scenic Area in the Eastern Sierra and Yosemite National Park. Without additional funding, the center will close. This item is a request for a one-time contribution to the center in order to extend its operating hours through the end of November.

Recommended Action: Approve increase of \$2,400 in Geothermal Royalties Fund to make a one-time contribution to the Mono Basin Scenic Area Visitor Center in Lee Vining for extending the center's operating hours through the end of November 2019 (requires 4/5ths vote).

Fiscal Impact: This item increases Geothermal Royalty 2019-20 spending to \$122,400, funded by \$88,000 of anticipated royalty revenues and \$34,400 from carryover balance. Carryover balance, assuming this item is approved, is projected to be \$258,000 at June 30, 2020.

6. CORRESPONDENCE RECEIVED - NONE

All items listed are located in the Office of the Clerk of the Board, and are available for review. 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. 2019 Economic Outlook and General Fund Fiscal Performance

Departments: Finance

1 hour 15 minutes (1 hour presentation, 15 minute discussion)

(Janet Dutcher) - Presentation discussing the 2019 and beyond economic outlook, analysis of trends, review of the County's General Fund (GF) fiscal performance for the year ended June 30, 2019, and concluding with information about the status of GF carryover and reserve balances.

Recommended Action: Receive presentation and discuss.

Fiscal Impact: None.

B. Community Corrections Partnership Update

Departments: Probation

15 minutes

(Karin Humiston) - Informational update on the progress and activities of the Community Corrections Partnership.

Recommended Action: None; informational only.

Fiscal Impact: None.

C. Resolution Approving Application for Senate Bill-2 Grant Funds for Housing Production

Departments: Community Development

15 minutes

(Bentley Regehr) - A formal resolution is required in order to complete the SB-2 application process, and therefore this agenda item requests the Board approve the attached Resolution. Upon Board approval, staff will submit an over-the-counter request for \$160,000 to the California Department of Housing and Community Development (HCD) for SB-2 funds.

Recommended Action: 1. Approve Resolution 19-__, Authorizing application for, and receipt of, Senate Bill (SB) 2 planning grant funds for use in developing prescriptive designs for accessory dwelling units and the creation of a CEQA streamlining checklist for greenhouse gas emissions. 2. Provide any additional direction to staff.

Fiscal Impact: Upon adoption of the resolution, staff will submit an over-the-counter request for \$160,000 to the California Department of Housing and Community Development (HCD) for SB-2 funds. SB-2 funds are administered through reimbursement and require regular progress reports that show increased housing production or a reduction in staff time and resources due to the implementation of the proposed programs.

D. CPUC Proceedings Regarding Public Safety Power Outages

Departments: County Counsel

15 minutes

(Stacey Simon) - Opportunities for participation in California Public Utility Commission (CPUC) rulemaking proceedings related to electrical de-energization (PSPS).

Recommended Action: Continued discussion of County's options for participation in ongoing rulemaking of the California Public Utilities Commission (CPUC) related to electrical de-energization (PSPS) in California and/or in related processes.

Fiscal Impact: Staff costs only at this time.

8. 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.)

9. CLOSED SESSION

A. Closed Session - Human Resources

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

B. Closed Session -- Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 1. Existing Facts and Circumstances: Return of Water to Mill Creek by Southern California Edison, Mono Lake Committee, et al.

C. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 1. Existing Facts and Circumstances: Withdrawal from Owens Valley Groundwater Authority Joint Powers Agreement.

D. Closed Session - Existing Litigation

(Stacey Simon, Jason Canger) - CONFERENCE WITH LEGAL COUNSEL –

EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: United States, Walker River Paiute Tribe v. Walker River Irrigation District, U.S. District Court of Nevada, Case No. 3:73-cv-00127-MMD-WGC

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 12:30 P.M.

10. 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.)

11. REGULAR AGENDA - AFTERNOON

A. Conway Ranch Grazing Request for Proposal

Departments: Public Works

30 minutes

(Justin Nalder) - Receive staff presentation on Conway Ranch Cattle Grazing Request for Proposal.

Recommended Action: Approve publication of Conway Ranch Cattle Grazing Request for Proposal.

Fiscal Impact: None.

B. Update on Mill/Wilson Creek Water Management

Departments: County Counsel / Public Works

30 minutes

(Jason Canger) - Receive staff update on water management activities on Mill and Wilson Creeks in the North Mono Basin.

Recommended Action: Provide any desired direction to staff.

Fiscal Impact: None.

C. Owens Valley Groundwater Authority Membership

Departments: County Counsel's Office, Community Development Department

30 minutes

(Jason Canger, Wendy Sugimura) - Receive update on status of the Owens Valley Groundwater Authority's preparation of a groundwater sustainability plan for the Owens Valley Groundwater Authority.

Recommended Action: Provide direction to supervisors and staff on whether to

remain a member of the Owens Valley Groundwater Authority Joint Powers Agreement in the event that the groundwater basin is designated a low priority basin.

Fiscal Impact: Potential General Fund savings of approximately \$53,000 for FY 2019-2020 and FY 2020-2021 if the Board decides to withdraw the County from the Owens Valley Groundwater Authority Joint Power Agreement.

12. BOARD MEMBER REPORTS

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

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 12, 2019

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Allocation List Amendment -
Behavioral Health

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Adding two positions to the Allocation List allows Mono County Behavioral Health (MCBH) to promote staff who have met the requirements of the new level and who have received employee evaluations recommending promotion. Additionally, one of these positions will allow MCBH to fill a position that has been vacated by an employee taking on new job duties.

RECOMMENDED ACTION:

Adopt proposed resolution R19-___, Authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to add two FTS I positions and remove one Office Assistant I/II position within the Department of Behavioral Health.

FISCAL IMPACT:

Increases departmental spending by \$97,731 annually and approximately \$57,010 for the remainder of this year, which was not included in the FY 2019-20 budget. The increase will be included with the Department's mid-year budget request. Funding for these positions is through Mental Health and Substance Use Realignment as well as through the Mental Health Services Act.

CONTACT NAME: Robin Roberts

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution

History

Time	Who	Approval
10/31/2019 9:50 AM	County Administrative Office	Yes
11/6/2019 9:07 AM	County Counsel	Yes
11/7/2019 8:38 AM	Finance	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors
FROM: Robin K. Roberts, Behavioral Health Director
DATE: October 25, 2019

SUBJECT:

Add two FTS I FTE positions to the Allocation List for Behavioral Health; remove one Office Assistant I/II from Allocation List

RECOMMENDATION:

Approve the addition of two positions and approve the removal of one position to the Allocation List for Behavioral Health

DISCUSSION:

Adding these three positions to the Allocation List allows Mono County Behavioral Health to promote staff who have met the requirements of the new level and who have received employee evaluations recommend their being promoted. Additionally, one of these positions will allow MCBH to fill a position that has been vacated by an employee taking on new job duties.

FISCAL IMPACT:

FTS I position: Salary at A step: \$36,295 Benefits at A step \$36,231.40 Total \$72,526.40

Funding for these positions will be through Mental Health and Substance Use Realignment as well as through the Mental Health Services Act.

SUBMITTED BY:

Robin K. Roberts, Director of Behavioral Health, Contact: 760.924.1740



R19-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE
OFFICER TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS
TO ADD TWO FTS I POSITIONS AND ELIMINATE ONE OFFICE ASSISTANT I/II
POSITION WITHIN THE DEPARTMENT OF BEHAVIORAL HEALTH**

WHEREAS, the County of Mono maintains a list of County job classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications on its List of Allocated Positions (or “Allocation List”); and,

WHEREAS, the Allocation List identifies approved vacancies for recruitment and selection by Human Resources and implements collective bargaining agreements related to job classifications and pay rates; and,

WHEREAS, the County seeks to provide public services in the most efficient and economical manner possible, which at times requires the modification of the job classifications on the Allocation List; and

WHEREAS, it is currently necessary to amend the Allocation List as part of maintaining proper to amend the Allocation List as part of maintaining proper accounting for hiring employees to perform public services.

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

SECTION ONE: The County Administrative Officer is authorized to amend the County of Mono List of Allocated Positions to reflect the following changes:

Increase the allocation of full-time permanent FTS I position by two (2). (New Total: Two). Salary range \$36,295-\$44,117.

Decrease the allocation of full-time permanent Office Assistant I/III by one (1). (New Total: None). Salary range \$26,987-\$36,208.

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PASSED, APPROVED and ADOPTED this ___ day of _____ 2019, by the following vote,
to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Peters, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Scheereen Dedman
Clerk of the Board

Stacey Simon
County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 12, 2019

Departments: Community Development - Planning

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Amendment to Contract with Bauer
Planning for Environmental Services

AGENDA DESCRIPTION:

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

Proposed contract amendment with Bauer Planning and Environmental Services to extend the expiration date and increase the not-to-exceed budget for an existing contract pertaining to the Tioga Inn Specific Plan Amendment and associated environmental analysis.

RECOMMENDED ACTION:

Approve the contract amendment to extend the expiration date to December 30, 2020, and increase the not-to-exceed budget by \$85,700, and authorize Steve Barwick, CAO, to execute said contract on behalf of the County, with the total contract amount to be \$192,550.

FISCAL IMPACT:

No impact to the General Fund; costs are paid by the applicant.

CONTACT NAME: Michael Draper

PHONE/EMAIL: 7609241805 / mdraper@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
Attachment A
Attachment B
Attachment C

History

Time	Who	Approval
11/7/2019 3:02 PM	County Administrative Office	Yes
11/7/2019 5:23 PM	County Counsel	Yes
11/7/2019 3:49 PM	Finance	Yes

Mono County Community Development Department

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

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

November 12, 2019

To: Mono County Board of Supervisors

From: Michael Draper, Planning Analyst

Re: Contract extension and budget increase for Bauer Planning & Environmental Services for the Tioga Inn Specific Plan Update and Subsequent Environmental Impact Report (EIR)

Action Requested

1. Approve the contract amendment to extend the expiration date to December 31, 2020, and increase the total project budget from \$106,850 to \$192,550.
2. Authorize Steve Barwick, CAO, to execute said contract amendment on behalf of the County.

Fiscal Impact

No impact to the General Fund; costs are paid by the applicant.

Discussion

In late 2016, the Board approved a contract with Bauer Environmental Services for the provision of services for the Tioga Inn Specific Plan Update and associated environmental analysis. A Notice of Preparation (NOP) for the Subsequent Environmental Impact Report was released and a public comment period opened in Oct.-Nov. 2016, and a public meeting was held in Oct. 2016. Scoping comments resulted in changes to the project and the environmental analysis was delayed until the project scope was finalized, causing the release of the Draft Subsequent Environmental Impact Report (DSEIR) to then be delayed to June 14, 2019.

As a result of project delays and an intent to delay the release of the Final EIR to avoid the 2019 holiday season, the contract expiration date needs to be extended to ensure the contract will be valid through the project's potential hearing dates. The contract was extended once before and is currently set to expire June 30, 2020. The request is to extend the contract to December 31, 2020.

The cumulative delays have also increased the cost to complete the project by the consultant, Bauer Planning and Environmental Services. The current not-to-exceed budget for this contract is \$106,850. This budget is being increase by \$85,700, resulting in this contract amendment request for a modified not-to-exceed budget of \$192,550. All contract costs are paid by the project applicant. On September 12, 2019, the project applicant agreed to continue to fund this project with the proposed budget increase to \$192,550. Please see Attachment A, Budget Augmentation Request. This staff report has been reviewed by the Community Development Director.

Attachments:

- A. Budget Augmentation Request, Bauer Planning and Environmental Services, Inc.
- B. Second Amendment to the 2016 Agreement between the County of Mono and Bauer Planning & Environmental Services for the Tioga Inn Specific Plan Update and associated environmental analysis
- C. Current 2016 Agreement between the County of Mono and Bauer Planning & Environmental Services for the Tioga Inn Specific Plan Update and associated environmental analysis



17 September 2019

Ms. Wendy Sugimura, Director
Mono County Community Development Department
Post Office Box 347
Mammoth Lakes, California 93546

**SUBJECT: Request for Budget Augmentation
Tioga Workforce Housing Project Subsequent EIR**

Dear Wendy:

In the course of preparing CEQA documentation for the Tioga Workforce Housing project, the project description and overall scope of work have undergone many changes. Initial plans to modify the hotel and promontory restaurant (both of which were approved as part of the original 1993 Specific Plan) were dropped following receipt of comments on October 2016 Notice of EIR Preparation and Scoping Meeting. The design and layout of the proposed workforce housing units and many other proposed elements have evolved, also largely in response to comments. Project tasks have been shaped by these changes, and by information gained through scoping and later communications. As the CEQA process enters its 4th year, the Draft SEIR has been completed, comment letters have been received, and preparation of the Final SEIR has been initiated. It is anticipated that the Board of Supervisors will consider FSEIR certification and project approval early next year.

As a workforce housing project, the Tioga project has a high profile in Mono County and most especially in the community of Lee Vining. The applicant has incorporated many project modifications to address some of the concerns of stakeholders and responsible agencies, and it is anticipated that additional refinements will be made in coming weeks to respond affirmatively to issues identified in the DSEIR comment letters. Key issues and endeavors include verification of a secondary access route, additional plan refinements to minimize aesthetic impacts, further communications with the Kutzadika'a tribe concerning the nearby allotment well and the possible funding of tribal training of the construction crew prior to grading, modifications to ensure that the previously-prepared cluster plan alternative reflects current goals and objectives, changes in the proposed mitigation of some significant effects (the SR120/US395 intersection, deer migration, and pedestrian safety) to replace reference to grant funding with Fair Share funding proposals through Caltrans and potentially CDFW, expanded outreach efforts including site visits and meetings with agencies and stakeholders, and many other tasks.

Based on the changes above, Bauer Planning and Environmental Services, Inc. is seeking Mono County approval of a budget augmentation request in the amount of \$85,700. This includes \$83,040 for work by BPES, plus \$760 for Dr. Jim Paulus (Biologist) and \$1,900 for Alex Tabrizi (Traffic) to attend the final Board of Supervisors meeting. The applicant will pay SGSI directly for any added costs to respond to DSEIR comment letters and attend the Board meeting. If approved, the budget request will increase BPES' contract total FROM \$106,850 TO \$192,550. Your consideration of this request is sincerely appreciated, and please let me know if you need any additional information, documentation or detail about the requested budget amendment.

Sincerely,

Sandra Bauer
Bauer Planning and Environmental Services, Inc.

**AGREEMENT AND SECOND AMENDMENT TO THE 2016 AGREEMENT
BETWEEN
THE COUNTY OF MONO AND BAUER PLANNING & ENVIRONMENTAL
SERVICES FOR THE TIOGA INN SPECIFIC PLAN UPDATE AND ASSOCIATED
ENVIRONMENTAL ANALYSIS**

This Agreement and Second Amendment is entered into by and between the County of Mono and Bauer Planning & Environmental Services (Consultant). The Local Agency and Consultant are sometimes referred to herein as the parties.

I. Recitals

A. The parties previously entered into an agreement on or about December 6, 2016, for the provision of planning services and environmental consulting services on the Tioga Inn Specific Plan Update and associated environmental analysis, as described in the scope of work attached the original agreement (the Agreement).

B. Since late 2017, the applicant has been researching outstanding issues and revising the project's scope, and therefore the environmental analysis was delayed until the project scope was finalized, resulting in a need to extend the contract expiration date.

C. The delay in finalizing the project scope consequently delayed release of the draft environmental analysis for public review to October 2019, and therefore the release of the final analysis will be delayed to the winter/spring of 2020.

D. In order to provide the Consultant with sufficient time to represent the applicant through the approval process, both parties have agreed to extend the contract expiration date to December 31, 2020.

E. The parties have agreed to increase the not to exceed budget for the project from \$106,850 to \$192,550.

II. Terms and Conditions

The parties hereto AGREE to amend the Agreement as follows:

1. Commencing on November 6, 2019, extend the term of the Agreement to December 31, 2020.
2. The not-to-exceed budget is amended to a total of \$192,550.

3. All other provisions of the Agreement not hereby amended shall remain in full force and effect.
4. This Agreement and Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same Agreement and Second Amendment. It shall be deemed effective when signed by both parties.

III. Execution

IN WITNESS of the foregoing provisions the parties have signed this Agreement and First Amendment below through their duly-authorized representatives:

COUNTY OF MONO

CONSULTANT

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

**AGREEMENT BETWEEN THE COUNTY OF MONO AND
BAUER PLANNING & ENVIRONMENTAL SERVICES FOR THE PROVISION OF
SERVICES FOR THE TIOGA INN SPECIFIC PLAN UPDATE AND ASSOCIATED
ENVIRONMENTAL ANALYSIS**

INTRODUCTION

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as "County"), has the need for the planning and environmental consulting services of Bauer Planning & Environmental Services of Mammoth Lakes and Santa Ana, CA, (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Further, upon approval of this Agreement, Scope of Work Letter #1 issued under that agreement between County and Contractor identified as agreement #17-000055, shall be terminated and of no further force and effect. Payment for any work or services performed under that Scope of Work Letter prior to November 1, 2016 shall be paid pursuant to agreement # 17-000055, but any remaining tasks are included in Attachment A and shall be performed (and billed) pursuant hereto.

Requests by the County to the Contractor to perform under this Agreement will be made by the Director of Community Development, or an authorized representative thereof. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, concerning the minimum level or amount of services or work that will be requested of Contractor by the County under this Agreement. The County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the County should have some need for such services or work during the term of this Agreement.

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

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

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

2. TERM

The term of this Agreement shall be from November 8, 2016, through June 30, 2018 unless either party gives written notice of non-renewal to the other party prior to June 30 of the then-current term, or unless sooner terminated as provided below.

3. CONSIDERATION

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

B. Travel and Per Diem. Except as otherwise set forth in Attachment A, Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by the County under this Agreement.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from the County any additional consideration, compensation, salary, wages, or other type of remuneration for services or work 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 payments for services and work performed both under this Agreement and Scope of Work Letter #1 issued under contract 17-000055 shall not exceed \$106,850. In other words, the total amount paid by County to Contractor for services and work performed under this Agreement shall not exceed \$106,850, minus any amount paid under Scope of Work Letter #1 of contract #17-000055 (the "Contract Limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to the County, on a monthly basis, or a completed task-basis, an itemized statement of all services and work described in Attachment A, which were done at the County's request. The statement to be submitted will cover the period from the first 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 the 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, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

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

F. Federal and State Taxes.

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

(2) The 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 five hundred dollars (\$1,500.00).

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

(4) The total amounts paid by the 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 State Franchise Tax Board.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, the services and work identified in Attachment A that are requested by the County. It is understood by Contractor that its performance of those services and work will require a varied schedule. Contractor, in arranging its own schedule, will coordinate with the County to ensure that all services and work requested by the County under this Agreement will be performed within the time frame set forth by the County, unless circumstances outside Contractor's control cause delay and contractor provides timely notice of such circumstances.

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, contractor's licenses, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide the County, upon request, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and the County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, the 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 and work identified in Attachment A to this Agreement. The County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. 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 the County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, etc., provided to Contractor by the County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. Contractor will use reasonable care to protect, safeguard, and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of,

Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to the County.

8. WORKERS' COMPENSATION

The Contractor has no employees. Federal and California labor law do not require workers compensation for owners with no employees (optional). The Contractor is thereby not required to provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for Services detailed in Attachment A.

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 the County 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 hereunder and the results of that work 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 \$300,000.00 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 \$1,000,000.00 per claim or occurrence/\$1,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence/\$2,000,000.00 general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any

of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County of Mono, 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 the County. If this Agreement contains an automatic annual renewal provision, then the Contractor shall provide County with an updated certificate of insurance and additional insured endorsement meeting the above requirements and applicable to the renewal term, by no later than June 30 of the then-current term, or this Agreement will automatically terminate and shall not renew for the subsequent term.

C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono 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.

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 the 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, the County, except as expressly provided by law or set forth in Attachment A of this Agreement. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and the County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

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

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including reasonable litigation costs and attorney's fees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or Contractor's agents, officers, employees or any one employed by any of them, or anyone for whom those negligent acts or omissions, recklessness, or willful misconduct any of them may be liable. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.

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

12. RECORDS AND AUDIT

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

B. Inspections and Audits. Any authorized representative of the County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which the 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, the County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NON-DISCRIMINATION

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

14. TERMINATION

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

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 services of Contractor. The 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 the County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of the County.

16. DEFAULT

If Contractor abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare Contractor in default and terminate this Agreement upon five days' written notice to Contractor. Upon such termination by default, the 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 24 below.

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. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

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

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, 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 the 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, the County has the option to terminate, reduce, or modify this Agreement, or any of its terms within 10 days of its notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph 24 below.

23. VENUE

This Agreement shall be governed under the laws of the State of California and venue for any litigation under this Agreement shall be the County of Mono, State of California.

24. AMENDMENT

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

25. NOTICE

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or the 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 provided below), to the respective parties as follows:

County of Mono:

Scott Burns
Community Development Director
PO Box 347
Mammoth Lakes, CA 93546
sburns@mono.ca.gov

Contractor:

Sandra Bauer
Bauer Planning & Environmental Services
PO Box 9222
Mammoth Lakes, CA 93546
sandra@bpesinc.com

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 the same be in writing executed by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO:

By: Leslie A. Chapman

Name: Leslie Chapman

Title: County Administrative Officer

Date: 12/6/16

CONTRACTOR:

By: Sandra Bauer

Name: Sandra Bauer

Title: Principal

Firm: Bauer Planning & Environmental Services

Date: 8 December 2016

Tax ID: 33-0858977

APPROVED AS TO FORM:

Stacy Simon
County Counsel Date

APPROVED BY RISK MANAGEMENT:

MA 12-1-16
Risk Management Date

ATTACHMENT A

**SCOPE OF WORK
WORK SCHEDULE
SCHEULE OF FEES**

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND BAUER PLANNING & ENVIRONMENTAL SERVICES
FOR THE PROVISION OF PLANNING AND ENVIRONMENTAL SERVICES
ON AN AS-NEEDED BASIS**

TERM:

FROM: November 8, 2016 **TO:** June 30, 2018

See the Scope of Work, Work Schedule and Schedule of Fees which is attached hereto and incorporated by this reference.

TIOGA INN SPECIFIC PLAN AND SUBSEQUENT ENVIRONMENTAL IMPACT REPORT

SCOPE OF WORK

The following work program describes the approach and methodology to be used in preparing the Updated Specific Plan and Subsequent EIR for the Tioga Inn project. The work program is organized into five major tasks:

Task A: Project Definition and Organization: The scope of work is refined during project definition. Tasks undertaken at this stage ensure that project analyses will be thorough and the team well-organized. Major elements include:

- ❑ **Preparation of an updated Notice of EIR Preparation (NOP) and Scoping Meeting:** The updated NOP will advise the public and responsible agencies that a Subsequent EIR will be prepared to analyze changes in the Tioga Inn Specific Plan project since the 1993 project approval and Final EIR certification. The NOP will seek input regarding the issues of concern, the scope and focus of studies to be conducted for the environmental assessment, and any relevant criteria and/or performance standards that may be applied. The NOP will be distributed for a mandatory 30-day public and agency review and comment period. During the NOP review, a Scoping Meeting will be held in the Lee Vining Community to seek additional input and further refine the Specific Plan and Subsequent EIR scope of analysis.
- ❑ **Identification and consolidation of relevant background materials and reference documents:** Relevant materials will be provided to the project team including Giroux & Associates (air quality and noise), Traffic Safety Engineers (traffic and circulation), Mary Farrell of Trans Sierran Archaeological Research (cultural analyses and tribal consultation), and James Paulus (wildlife, plants and habitat analyses). Don Bauer (of BPES) will prepare the visual simulations and will also assist in identification of alternatives if and as needed to reduce or avoid significant environmental effects. Other studies (including engineering work for the water and sanitation systems) will be prepared under contract to the County and incorporated into the environmental review.
- ❑ **Responsible & Trustee Agencies and Discretionary Actions:** This task involves determination of all discretionary actions to be approved, and the agencies with authority to consider such approvals. CEQA is applicable to projects that involve discretionary actions, and the agencies with jurisdiction have special obligations under CEQA for review and comment.
- ❑ **Develop the Distribution List:** based on the list prepared and used by the County for the NOP. The list will include a local library (for citizen access to completed CEQA documents) and a local newspaper to be used for publication of required legal notices. We will also coordinate with County staff to facilitate incorporation of the EIR onto the County's web site (many area residents have in the past indicated a preference for electronic document submittals when available).
- ❑ **Schedule Review:** Refinement of the project schedule, including identification of dates for completion of work tasks and integration with project implementation goals.
 - Products:**
 1. Kick-off meeting with County staff, the applicant and the project team (some participating by phone), combined with a site tour.
 2. Preparation of an updated NOP.
 3. One scoping meeting in the community of Lee Vining.
 4. Updated Project Schedule for Environmental Documents.
 5. Distribution List and Reference Materials.
 6. List of Responsible Agencies, Discretionary Actions, Permits.

Task B: Preparation of the Updated Specific Plan: Mono County approved a Specific Plan for the Tioga Inn Resort in 1993, and the current project is substantially unchanged from that earlier document. As described in the preliminary proposal introduction and overview (on file in the Community Development office), the changes include up to 80 workforce housing bedrooms, 100 additional seats in the full-service restaurant, hotel reconfiguration from two- to three-stories, a third gas pump island with overhead canopy, substantial additional parking, a new wastewater treatment plant, and additional miscellaneous features (propane tank, added water storage, etc.). The Specific Plan requires updating to reflect the changed plan elements, and clarifying the project description, differences between the approved and proposed project, and elements open to discretionary action will be critical.

The purpose of the Specific Plan is to govern site standards and development in a manner that implements General Plan goals. The Specific Plan tailors this framework to address issues of importance in both the community of Lee Vining and the Mammoth Lakes region as a whole. The Plan accomplishes these goals with specific implementation standards that supersede the County's zoning ordinance, and become the regulatory framework for the project. Development regulations and controls are established to assure that the project is implemented as approved and consistent with all relevant ordinances. The Specific Plan will be updated in accordance with State Law and county formatting goals. The updated information will address:

- Purpose and Objectives of the modified plan
- General Regulations applicable to the project as a whole
- The overall Land Use Concept (allowed uses, phasing, grading, landscaping, design guidelines, maintenance)
- Project Description, including changes between the approved and proposed project, and elements open to discretionary action.
- Specific Development Standards and Procedures (signage, colors and materials, lighting, use regulations, street standards, processing procedures)
- Plan amendment process
- Conditional uses and prohibited uses;
- Enforcement mechanisms and monitoring plan (integrated from CEQA Analysis)
- Infrastructure (water, sewer, drainage, power, fire protection)
- Circulation System elements (automobile, park and ride, transit, bicycle, pedestrian)
- Project Costs and Financing
- Workforce housing requirements and provisions
- Easements and other relevant information

Task C. Preparation of Administrative Draft Subsequent EIR

Preparation of the Administrative Draft Subsequent EIR (DSEIR) will occur simultaneously with preparation of the Specific Plan. Initial stages of EIR preparation will focus on the completion of all required technical fieldwork, followed by consolidation and analysis of environmental data, the evaluation of direct and cumulative impacts, and finally the development of mitigation measures and alternatives if and as needed to reduce or avoid significant environmental effects. The format and content of the EIR will be in full compliance with current CEQA guidelines for Subsequent EIR preparation, and will make use of the 1993 Final EIR to the maximum feasible extent. Provided below is a preliminary scope of work for each major environmental issue to be addressed in the EIR.

Introduction, Summary and Project Description

Introductory statements will include lead agency responsibilities, discussion of the project purposes and history, and the basis for preparation of an EIR. The introduction will identify topics not included in the scope of review (if any). A complete description of the project will also be provided, including graphic and written discussions of the following:

- Regional and local vicinity of the proposed project site.
- Characteristics of the proposed Specific Plan including location, grading plans, lot layout, access, intended uses, surrounding uses, relationship to the General Plan as well as other applicable plans for the Community of Lee Vining, and project actions that might impact utilities, municipal services, or private enterprises.
- Project history and objectives, including the 1993 project approvals and documents, discussion of existing and past uses and environmental conditions on the site such as recent fire and use of water, the impetus for development of hotel, restaurant and workforce housing uses at this location, and the relationship between project goals and goals of the larger community and region, including the Lee Vining airport.
- Identification of potentially significant effects, and project alternatives evaluated in the EIR.
- A list of responsible agencies and discretionary actions required of the County and other agencies, including a list of required permits and approvals; and
- A Schedule and Phasing Plan for implementation of the project, including planned grading and a brief overview of costs and funding sources.

The EIR will highlight significant findings in a summary. The summary will identify key conclusions and recommendations, point to any unresolved issues, recapitulate significant features of the existing environmental setting and potentially significant environmental impacts, list proposed mitigation measures and, for each measure, a determination as to whether significant effects would remain after mitigation.

Existing Conditions, Impacts and Mitigation Measures

The discussion of baseline environmental conditions and project impacts will be shaped by findings identified through the 1993 FEIR, scoping communications, and the Notice of Preparation. Key issues will be at the heart of efforts to develop a meaningful and comprehensive mitigation plan, as required by CEQA. Provided below is a discussion of the proposed scope and focus for issues to be evaluated in the EIR, based on these sources; some refinements may be required following the NOP comment period and scoping consultations.

- ❑ **Land Use Compatibility and General Plan Consistency:** The EIR will include an updated assessment of the compatibility of the proposed Specific Plan with surrounding uses. The baseline analysis will identify existing surrounding land uses as well as the history of uses on the project site. The impact assessment will address the compatibility of existing uses with the proposed improvements, including concerns raised in the 1993 CEQA process. Proposed uses will be assessed in terms of their consistency with the framework set forth in the current General Plan, with a particular focus on goals, objectives and policies identified for the Lee Vining Planning Area, and also consideration of the Airport Land Use Compatibility Plan (ALUCP). Land use, planning and compatibility issues raised by in response to the NOP and during scoping will also be analyzed, with mitigation recommendations as appropriate.
- ❑ **Traffic:** The EIR will provide an updated analysis of project impacts on traffic and circulation, considering the changed project elements and current baseline conditions in the study area. Traffic Safety Engineers will prepare the analysis including current peak hour volumes and turning movements for the intersections of US 395/SR 120 and SR120/Vista Pointe Drive, an estimate of traffic generated by project elements and activities, trip distribution assignments, and intersection capacity analysis. The assessment will also address concerns raised by CalFire, Caltrans and by area residents. These concerns may include circulation planning for onsite events, multiple uses (park-and-ride, Yosemite transit) and multimodal features (bicycle and pedestrian). Mitigations will be recommended to enhance project circulation and to reduce or avoid any potentially significant effects identified in the analysis.
- ❑ **Geohydrology, Water Supply, Erosion & Siltation:** SGSI will provide an updated well and groundwater safe yield study for the project. The site is currently served by an onsite well, and it is proposed that this well would serve the Specific Plan project upon full development. SGSI testing will determine whether the well can accommodate both the existing facilities and the proposed development without adverse impact to surrounding areas. SGSI findings will include recommendations as needed. This section will also consider the potential for erosion & siltation, particularly during project construction, incorporating findings from the 1993 FEIR and any other reports prepared for the site. The review will consider and outline proposed best management practices, and will detail appropriate mitigation requirements, including the current emphasis on Low Impact Development, and preparation of a Stormwater Pollution Prevention Plan and NPDES General Construction Stormwater Permit as mandated by LRWQCB.
- ❑ **Cultural Resources:** The 1993 FEIR concluded, based on the County's Master Environmental Assessment (MEA), that impacts to cultural resources would be less than significant. The MEA has since been superseded by the 2015 General Plan EIR, which notes that Mono County has an extensive prehistory and history, but that only a small area of the county has been surveyed for cultural resources; the General Plan EIR concluded that cultural resource impacts would be potentially significant in areas that have not been properly surveyed. To ensure adequate review, Mary Farrell of TSAR will analyze potential project impacts including a records search to identify known resources in the study area; a walkover site survey to determine whether prehistoric or historic archaeological sites are present, and preparation of a written report (to be summarized in the body of the EIR). Ms. Farrell will also conduct the Tribal Consultation required by AB 52.
- ❑ **Visual Impacts:** The full-service restaurant and 3-story hotel are proposed for construction on a promontory and hillside that are readily visible from US 395, a state-designated Scenic Highway, and from points north and east. Caltrans has established guidelines for assessing visual impacts to designated scenic highways. The guidelines cover a wide range of criteria including: (a) the numbers and sensitivities of affected viewer groups; (b) scenic resources; (c) the extent and degree of changes proposed in the visual environment; (d) local concerns or project controversy; and (e) cumulative impacts along the transportation corridor. These guidelines were used to prepare the Visual Impact Assessment provided as Report 2 in the 1992 Tioga Inn Specific Plan Technical Appendix. Relevant information from that report will be incorporated into the current assessment, supplemented with updated scoping consultation, and

updated schematic renderings to depict future views of the project site with the new facilities in place. Consistency with the Scenic Combining District requirements in the General Plan will also be included. Don Bauer will prepare 3 schematic renderings, 2 of which will duplicate the simulation perspectives provided in the 1993 FEIR (presented side-by-side to facilitate comparison of visual effects) and a third rendering that will depict project improvements as seen from central Lee Vining. Note that the applicant will need to provide balloons or other fixed height markers at the hotel, restaurant and workforce housing sites during the photo reconnaissance to ensure that the simulations are dimensionally correct. Since the hotel development may be a chain, the final design/architecture will be approved through a subsequent use permit.

- ❑ **Population, Housing and Employment:** The baseline assessment will review census data and other data sources to profile current population, housing and employment in the Lee Vining community. Demographic trends will be reviewed, as well as projections for the Lee Vining area as outlined in the County's recently updated General Plan. The impact section will discuss employment opportunities anticipated with the project, and will consider probable occupancy (including seasonal variations) in the proposed workforce housing units as well as units that may be available to meet workforce housing needs beyond the Tioga Inn project requirements.
- ❑ **Recreation:** The project site is located at the junction of SR 120 (the only eastside entry to Yosemite National Park SR) and US 395 (as it enters the Mono Basin Scenic Recreation Area from the south) – a major crossroad for tourism in the eastern Sierra Nevada region. The Subsequent EIR will review available tourism data to present information about current visitor numbers in the area, as well as visitation trends and forecasts. The impact section will discuss how and to what extent the proposed project facilities may impact tourism, and will also consider the consistency of proposed project elements with goals expressed in the Mono County General Plan including the Mono Basin Area Plan, Mono-Yosemite Trail Plan, and Regional Transportation Trail Policies; the USFS Forest Plan; guidelines for the Mono Basin Scenic Recreation Area; Yosemite Planning documents; and any other applicable recreational plans.
- ❑ **Air Quality, GHG, Noise:** Giroux & Assoc. will prepare the Air Quality assessment including an updated atmospheric environment setting based on data from the nearest GBUAPCD air monitoring station. Temporary construction, operational and GHG emissions will be calculated using the CalEEMod model. Potential localized PM-10 or PM-2.5 impacts from soil disturbance will be assessed, along with diesel particulate matter (DPM) exposure at any adjacent sensitive receptors; results will be compared to the 1993 plan. Mitigation requirements will be identified, and results summarized in a "stand-alone" AQ /GHG technical report. The noise assessment will identify sensitive receivers that may be impacted by the project (homes, schools, churches, etc.), along with appropriate significance thresholds. Baseline conditions will be described, and predicted noise impacts will be compared with noise impact levels in the earlier plan. Construction noise impacts will be discussed, along with the need for sound attenuation measures. Findings will be summarized in a "stand-alone" technical report.
- ❑ **Biological Resources:** Jim Paulus, Ph.D. will conduct the biological resources survey work for the Subsequent EIR. Tiering from the 2015 General Plan EIR analysis will be utilized to the extent possible. The work effort will establish current conditions, including the habitat for mule deer, which is now substantially changed as a result of the 24 year hiatus and impacts of the May 2000 Lee Vining Canyon fire. The study area will include all acreage on Parcels 1, 2, 3 and 4, as shown on the site drawing dated May 24, 2016 (for accuracy, the project proponent will be asked to stake the boundaries). A literature review will be conducted for potentially occurring and known sensitive species, along with pre-survey interviews of concerned agency biologists, and attendance at up to two scoping meetings prior to field surveys. The surveys will address all issues identified in the NOP responses and during scoping. Up to 80 acres of field surveys will be conducted (surveys must occur in May and June of 2017 for accurate identification), to determine the presence or absence of rare plant populations, map plant communities and sensitive habitat types, and describe suitable or important habitat for wildlife including mule deer. Project impacts to browse availability for migratory and resident mule deer will be quantified. A report will be prepared including literature search results, available habitats for potentially occurring plant and wildlife species of concern, methodology, and the boundaries of rare or sensitive resources (if any). Potential impacts upon sensitive biological resources will be identified. Mitigation recommendations will be developed for inclusion the draft EIR.
- ❑ **Utilities and Services:** The EIR will examine project impacts on local utilities and services, with a focus on issues raised during scoping and in response to the NOP.
- ❑ **Cumulative Effects:** In addition to the key issue areas described above, the EIR will discuss the cumulative impacts of project approval and implementation. This assessment will consider project impacts in the context of the Lee Vining Community as a whole, including General Plan land use projections and any other known or potential likely future projects that may occur in the study area.

- ❑ **Alternatives:** In keeping with CEQA mandates, the EIR will assess feasible project alternatives, including alternatives suggested through the NOP and scoping process (if any), as well as alternatives developed during the course of analysis to minimize or avoid significant environmental impacts. Sufficient detail will be provided for each alternative to allow comparison with the project as proposed. The relative advantages and disadvantages of each of the alternatives will be discussed and reasons given for their rejection or recommendation.

- ❑ **Other Mandatory EIR Sections** - The EIR will include all other CEQA-mandated EIR sections, including:
 - Unavoidable Adverse Impacts (summary listing)
 - Significant Irreversible Changes
 - Mitigation Implementation and Monitoring Compliance Program
 - List of References and Organizations & Persons Consulted
 - Technical Appendices

The sections described above will be organized in appropriate EIR format and assembled with supporting graphics, tables and technical appendices to comprise the complete administrative draft SEIR. The document will be submitted electronically for review and comment.

- Products:**
1. Complete Administrative Draft SEIR for review and comment by the county, the applicant and the project team.

TASK D. Preparation of the Specific Plan/Draft SEIR: Following review of the administrative Draft Subsequent EIR and before distributing the document for public review, BPES will meet with staff, applicant and project team to receive and discuss internal review comments on the document. The project team will revise the document as needed to ensure that all comments are fully addressed.

BPES will consolidate the Specific Plan and Draft SEIR into a single text. The county will be responsible for copying the Draft SP/SEIR (print and CD versions), and for distributing the Draft SP/SEIR to agencies and individuals on the Distribution List as developed during project orientation. The review period will extend over a period of 45-days. BPES will prepare the Notice of Completion (NOC) to accompany document copies sent to the State Clearinghouse (SCH), and will also prepare the text of a legal notice (to be published by the county) announcing availability of the Draft SP/SEIR for public review. Please note that this scope of work includes time for an optional public meeting during the Draft SP/SEIR review period. The public meeting is not required by CEQA, but included herein as a means of responding to public and agency interest in the project. The public meeting option will not be implemented without written authorization from the County..

- Products:**
1. Completed Draft SP/SEIR for printing and distribution by the county.
 2. Notice of Completion to accompany documents sent to the SCH.
 3. Preparation of Legal Notice text for county publication in a local newspaper.

Task E. Preparation of the Final SP/SEIR and Notice of Determination: At the close of the 45-day public review period, comments will be reviewed and discussed. BPES and the consultant team will respond to all written comments received concerning the draft SP/EIR. An electronic copy of the draft responses to comments will be submitted for internal review and comment, along with a final proposed Mitigation Implementation and Monitoring Program, a preliminary Notice of Determination, and any other relevant information. On receipt of review comments, the document will be revised as needed. This document, in combination with the earlier Draft SP/SEIR, will constitute the Final SP/SEIR. The Comments and Responses package will be provided to the county for printing and distribution to each agency and individual that submitted comments on the Draft SP/SEIR.

- Products:**
1. Electronic copies of the draft responses to comments for review.
 2. Electronic copies of complete SP/SEIR Comments & Responses.
 3. A completed Notice of Determination.

Task F. Certification of the Final SP/SEIR and Project Approval: During county consideration of whether to certify the EIR and approve the project, BPES will attend hearings held before the Planning Commission and the County Board of Supervisors, and will also assist staff in preparing for the meetings and answering questions concerning the SP/SEIR and environmental process. If the Board elects to certify the EIR and approve the Specific Plan, BES will assist County staff with preparation of the Notice of Determination (NOD), to be filed with the County Clerk by county staff. Filing of the NOD will initiate the 30-day Statute of Limitations and complete the environmental review process.

To facilitate future use, BPES will assist the county in preparing a Final Comprehensive Document that integrates adopted mitigation measures into the text of the Specific Plan as well as the final Mitigation Monitoring Program, incorporates adopted maps, ordinances and regulations, and provides other relevant materials.

- Products:**
1. Attendance at Planning Commission meetings
 2. Attendance at Board of Supervisors meetings
 3. Assist County in preparing a consolidated Final SP/SEIR for future use.

PROJECT TEAM

The project team comprises six firms and specialists: (1) Bauer Planning and Environmental Services, Inc., (2) Traffic Safety Engineers, (3) Giroux & Associates, (4) Trans Sierran Archaeological Research, (5) James Paulus, Ph.D., and (6) Sierra Geotechnical Services, Inc. (SGSI). Table 3 below outlines the responsibilities of each:

**Table 3
TIOGA INN SP/SEIR PROJECT TEAM RESPONSIBILITIES**

Bauer Planning and Environmental Services: Sandra Bauer will take primary responsibility for coordination with the project team and the community, analysis of environmental issues and preparation of the Specific Plan, attendance at project meetings and hearings, and quality control and budget/schedule management. Schematic renderings and visual simulations of the site will be prepared Don Bauer, suitable for public presentations and incorporation into the SEIR.

Traffic Safety Engineers (TSE): The traffic analysis will be prepared by TSE. TSE will focus on the specific concerns raised by Caltrans and community residents including traffic volumes, impacts on local roads, public safety, and long-term cumulative impacts on traffic in the region.

Giroux & Associates: Project impacts on air quality, GHG and noise will be quantified by Giroux & Associates. The air quality analysis will meet requirements of the Great Basin Unified APCD, including evaluation of fugitive dust during construction, emissions associated with long-term site development, and compliance with the General Plan Resource Efficiency and Noise Element goals and policies.

Trans Sierran Archaeological Research: Under the direction of Mary Farrell, TSAR will analyze cultural resources for the EIR. The review will include a records search, field assessment, Native American Consultation, and preparation of a final report detailing findings with mitigation recommendations as appropriate.

James Paulus: Dr. Paulus will be responsible for updating the 1992 deer study and biological resources assessment, and for assuring that the EIR responds to all NOP comments concerning such resources.

Sierra Geotechnical Services, Inc. (SGSI): Joe Adler of SGSI will conduct the well and groundwater safe yield study to evaluate characteristics of the existing aquifer. The analysis will include a literature search, pump removal to assess the condition of the well, and step pumping to determine whether the aquifer is capable of sustained pumping at the desired rate. Results and recommendations will be summarized in a written report.

PROJECT SCHEDULE

This schedule envisions project completion by the end of 2017. The timing is shaped in large part by the mandatory May-June 2017 timing of spring surveys for special status species. Our goal is to complete the project definition phase by mid-November (assuming authorization to proceed by mid-October), and to complete and distribute the NOP by the end of the year, with the scoping session to be held in mid-January. Preparation of the updated Specific Plan would begin thereafter, with completion of the initial draft by early March. Work on the Administrative Draft Subsequent EIR would begin in early March, with the goal of submitting the Administrative Draft for internal review by the end of July. Allowing for a month of internal review and subsequent text revisions, the Draft SEIR would be released for public review during September, and final hearings would be held during November and December, with a goal of project completion by the end of 2017.

FEE SCHEDULE

The fees for the project total \$106,850 including \$58,430 for technical studies, and \$48,420 for all other SEIR and Specific Plan tasks. All subconsultant fees are included at cost, with no overhead or mark-up, and no direct costs are included in this proposal (the county will handle printing, mailing and legal notices, and BPES has a local office and does not charge for travel or lodging). Fees and products are summarized in Table 4 below.

Table 4		
SUMMARY OF TIOGA INN SP/SEIR TASKS AND FEES¹		
PROFESSIONAL TASKS		FEES
Project Definition		\$6,840
1. Project Kick-off Meeting, Site Tour	\$1,440	
2. Notice of EIR Preparation	\$3,600	
3. Scoping Meeting in Lee Vining	\$1,440	
4. Distribution List, Reference Materials	\$ 180	
5. List of Responsible Agencies & Permits	\$ 180	
Preparation of Updated Specific Plan		\$ 7,560
1. Prepare Admin. Draft Specific Plan-internal review	\$5,400	
2. Revise document based on comments received	\$2,160	
Administrative EIR/EA		\$76,430
1. Research and Compile SCEIR		
▪ Biological Resources (Paulus)	\$10,355	
▪ Cultural Resources (TSAR)	\$10,400	
▪ Traffic Study (TSE)	\$8,500	
▪ Air Quality, GHG, Noise	\$3,450	
▪ Schematic Renderings	\$6,000	
▪ Well & Groundwater Study (SGSI)	\$19,725	
▪ All Other EIR Sections & Analysis	\$18,000	
▪ Water Studies (SGSI – contracted separately)		
Draft Subsequent EIR and Public Review		\$ 5,040
1. Revise; Prepare Draft SEIR, submit to county	\$2,880	
2. Prepare Legal Notice for county publication	\$ 180	
3. Prepare Notice of Completion for SCH submittal	\$ 180	
4. Conduct Public Meeting during DSEIR Review ²	\$1,800	
Preparation of Final Subsequent EIR/Specific Plan		\$ 7,560
1. Prepare, Submit Draft Responses to Comments	\$5,760	
2. Revise per review, prepare Final SEIR	\$ 720	
3. Prepare final Specific Plan	\$ 1,080	
EIR Certification & Project Approval		\$3,420
1. Attend 1 Planning Commission and 1 Board Meeting	\$1,800	
2. Prepare Notice of Determination for County filing	\$ 180	
3. Compile Final Comprehensive Document Text	\$1,440	
TOTAL FEES:		\$106,850

¹ Fees assume that the traffic and AQ/noise consultants will participate in all meetings by phone.

² The DSEIR public meeting is an optional item requiring County authorization.

due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:

H. Other Insurance

- 4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. LEGAL LIABILITY – DAMAGE TO PREMISES

- A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k.

Damage To Property, is replaced by the following:

k. Damage To Property

"Property damage" to:

- 1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- 2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- 3. Property loaned to you;
- 4. Personal property in the care, custody or control of the insured;
- 5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
- 6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

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Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the last paragraph of 2. Exclusions is deleted and replaced by the following:**

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance.**

- C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance is replaced by the following:**

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

5. Blanket Waiver of Subrogation

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

6. Broad Knowledge of Occurrence

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form**:

- e. Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;

- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph e. applies separately to you and any additional insured.

7. Bodily Injury

Section **F. Liability and Medical Expenses Definitions**, item 3. "Bodily Injury" is deleted and replaced with the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

8. Expanded Personal and Advertising Injury Definition

- a. The following is added to **Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form**:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- 1. Not done intentionally by or at the direction of:

- a. The insured; or
- b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

- 2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

- b. The following is added to Exclusions, **Section B.**:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c. This provision (**Expanded Personal and Advertising Injury**) does not apply if

Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

9. Personal and Advertising Injury Re-defined

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of it's owner, landlord or lessor.

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**AGREEMENT AND FIRST AMENDMENT TO THE 2016 AGREEMENT BETWEEN
THE COUNTY OF MONO AND BAUER PLANNING & ENVIRONMENTAL
SERVICES FOR THE TIOGA INN SPECIFIC PLAN UPDATE AND ASSOCIATED
ENVIRONMENTAL ANALYSIS**

This AGREEMENT AND FIRST AMENDMENT TO THE 2016 AGREEMENT BETWEEN THE COUNTY OF MONO AND BAUER PLANNING & ENVIRONMENTAL SERVICES FOR THE TIOGA INN SPECIFIC PLAN UPDATE AND ASSOCIATED ENVIRONMENTAL ANALYSIS ("First Amendment") is entered into by and between the County of Mono ("County"), a political subdivision of the State of California, and Bauer Planning and Environmental Services, Inc. ("Contractor"), a California corporation from Irvine, California, for the purpose of amending the 2016 AGREEMENT BETWEEN THE COUNTY OF MONO AND BAUER PLANNING & ENVIRONMENTAL SERVICES FOR THE TIOGA INN SPECIFIC PLAN UPDATE AND ASSOCIATED ENVIRONMENTAL ANALYSIS ("Original Agreement"). County and Contractor are sometimes referred to herein collectively as the "Parties."

RECITALS

A. The Parties previously entered into the Original Agreement on or about July 1, 2016, for the provision of Contractor's assistance with the Tioga Inn Specific Plan Update and associated environmental analysis services. The Term of the Original Agreement expires June 30, 2018.

B. Since late 2017, the project applicant has been researching outstanding issues and revising the project's scope, and therefore the environmental analysis was delayed until the project scope was finalized, resulting in a need to extend the Term of the Original Agreement.

C. County has been satisfied with the services performed by Contractor under the Original Agreement and continues to have a need for Contractor's services.

D. In light of the foregoing, the Parties wish to extend the Term of the Original Agreement through June 30, 2020.

NOW, THEREFORE, the Parties agree as follows:


1. The Term provided in Paragraph 2 of the Original Agreement is hereby extended through June 30, 2020.

2. All other provisions of the Original Agreement, including all attachments and exhibits thereto, not expressly amended or modified by this First Amendment shall remain in full force and effect.


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

IN WITNESS of the foregoing, the Parties have signed this First Amendment through their duly authorized representatives, as set forth below:

County of Mono:

By: 
Name: Leslie Chapman Tony Dublino
Title: Chief Administrative Officer
Date: Acting 7-18-18

Contractor:
By: 
Name: Sandra Bauer
Title:
Firm: Bauer Planning & Environmental Services, Inc.
Date: 18 July, 2018
Tax ID: 33-0958977

APPROVED AS TO FORM:
 6/18/18
County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 12, 2019

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Amendment to North American
Mental Health Services Contract

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed amendment adding tele-therapy services to the agreement between the County of Mono and Native American Mental Health Services DBA North American Mental Health Services for the provision of tele-psychiatry services. The purpose of this amendment is to provide Spanish speaking services and increase capacity in the Behavioral Health Department. The original agreement was approved by the Board on September 10, 2019.

RECOMMENDED ACTION:

Approve proposed amendment adding tele-therapy services to the current contract with North American Mental Health Services DBA North American Mental Health Services. Authorize CAO to execute amendment on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

No additional impact beyond the current contract amount.

CONTACT NAME: Robin Roberts

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> First Amendment to Contract

History

Time

Who

Approval

11/6/2019 12:54 PM	County Administrative Office	Yes
11/6/2019 12:11 PM	County Counsel	Yes
11/7/2019 3:52 PM	Finance	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors
FROM: Robin K. Roberts, Behavioral Health Director
DATE: November 12, 2019

SUBJECT:

Amendment to the Agreement between the County of Mono and Native American Mental Health Services DBA North American Mental Health Services for the provision of tele-psychiatry services.

RECOMMENDATION:

Approve Amendment to the Agreement between the County of Mono and Native American Mental Health Services DBA North American Mental Health Services for the provision of tele-psychiatry services.

DISCUSSION:

The Agreement between the County of Mono and Native American Mental Health Services DBA North American Mental Health Services for the provision of tele-psychiatry services was approved by your Board on September 10, 2019. The Mono County Behavioral Health Department is now asking to amend the contract to add services, via tele-therapy, in Spanish and/or English on a weekly basis. Currently MCBH uses this company to provide tele-psychiatry and we would like to add the ability to provide tele-therapy as well.

FISCAL IMPACT:

No added funding to this three-year contract at this time.

SUBMITTED BY:

Robin K. Roberts, Director of Behavioral Health, Contact: 760.924.1740

**AGREEMENT AND FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE
COUNTY OF MONO AND NATIVE AMERICAN MENTAL HEALTH SERVICES DBA
NORTH AMERICAN MENTAL HEALTH SERVICES FOR THE
PROVISION OF TELE-PSYCHIATRY SERVICES**

This Agreement and First Amendment is entered into November 1, 2019, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Native American Mental Health Services DBA North American Mental Health Services of Redding, California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor executed on October 1, 2019, providing tele-psychiatry services. The County and Contractor are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. The following language shall be added to section 1.2 of the Scope of Work (Attachment A) on page 10:

NAMHS will supply a therapist to consult or provide therapy to the County's patients on an as-needed basis. The therapy may consist of many types of therapy, not limited to but may include, EMDR, Brain Spotting, Play Therapy, PTSD and Drug and Alcohol. The therapy will be provided during scheduled times mutually agreed upon by both parties. The County shall manage the schedule on a daily basis. Contractor's therapists shall chart within the County EMR within 48 hours of time of service.

2. The following language shall be added to the second bullet point in the Schedule of Fees (Attachment B) on page 11:

\$175 per hour of Tele-therapy Services provided to clients of Mono County by qualified providers in accordance with this Agreement.

3. All other terms and conditions of the Agreement not expressly amended shall remain in full force and effect.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO:

CONTRACTOR:

Steve Barwick, CAO

Contractor

Approved as to Form:

Print Name

Title

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 12, 2019

TIME REQUIRED

SUBJECT

Approved Increase in Appropriations to make a financial contribution to the Mono Basin Scenic Area Visitors Center using Geothermal Royalty revenues

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Mono Basin Scenic Area Visitor Center in Lee Vining is operated by the US Forest Service and provides regional information to travelers visiting the Mono Basin Scenic Area in the Eastern Sierra and Yosemite National Park. Without additional funding, the center will close. This item is a request for a one-time contribution to the center in order to extend its operating hours through the end of November.

RECOMMENDED ACTION:

Approve increase of \$2,400 in Geothermal Royalties Fund to make a one-time contribution to the Mono Basin Scenic Area Visitor Center in Lee Vining for extending the center's operating hours through the end of November 2019 (requires 4/5ths vote).

FISCAL IMPACT:

This item increases Geothermal Royalty 2019-20 spending to \$122,400, funded by \$88,000 of anticipated royalty revenues and \$34,400 from carryover balance. Carryover balance, assuming this item is approved, is projected to be \$258,000 at June 30, 2020.

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](#)

No Attachments Available

History

Time	Who	Approval
11/7/2019 9:12 AM	County Administrative Office	Yes
11/7/2019 5:27 PM	County Counsel	Yes
11/7/2019 3:53 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 12, 2019

Departments: Finance

TIME REQUIRED 1 hour 15 minutes (1 hour presentation, 15 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Janet Dutcher

SUBJECT 2019 Economic Outlook and General Fund Fiscal Performance

AGENDA DESCRIPTION:

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

Presentation discussing the 2019 and beyond economic outlook, analysis of trends, review of the County's General Fund (GF) fiscal performance for the year ended June 30, 2019, and concluding with information about the status of GF carryover and reserve balances.

RECOMMENDED ACTION:

Receive presentation and discuss.

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
Staff report
GF Carryover Balance and Actual Performance 2012-2019

History

Time	Who	Approval
10/21/2019 8:26 AM	County Administrative Office	Yes
10/18/2019 9:38 AM	County Counsel	Yes

11/7/2019 7:49 AM

Finance

Yes



DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

Stephanie M. Butters
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM
Director of Finance

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

To: Board Members

From: Janet Dutcher, Finance Director

Date: November 5, 2019

Re: 2019 and beyond economic outlook and General Fund fiscal performance for FY 2018-19

Actions Requested:

Receive presentation and discuss.

Fiscal Impact:

None.

Discussion:

In April 2018, we began a journey towards understanding and becoming an organization that is more fiscally resilient. This includes incorporating a culture of building trust, which is to combine transparency, engagement, performance, and accountability. All four of these important ingredients are present in today's presentation starting with a review of the 2019 and beyond national, state, and local economic outlook followed by an analysis of our General Fund (GF) fiscal performance, including revenue and expenditure trends, for the fiscal year ended June 30, 2019, and concluding with information about the status of the GF's carryover and reserve balances.

GENERAL FUND

Carryover Balance available for FY 2020-2021 Budget

Fund Balance, beginning of year at July 1, 2018	\$	8,906,892
FY 2018-19 Activity:		
Revenues		36,914,904
Expenditures		<u>(39,341,147)</u>
Fund Balance, end of year at June 30, 2019		6,480,649
Less amounts not available for spending:		
Advance to Solid Waste Enterprise Fund		(369,013)
CDBG / Home loans (30 year deferrals and subject to revolving)		(887,327)
Prepaid expenses		(71,183)
Imprest cash		(520)
Inventory		(1,266)
Jail Project		(810,000)
Elections Treasury loan		(159,697)
Appropriated into FY 2019-2020 Budget		<u>(3,000,000)</u>
<i>Available to balance FY 2020-2021 Budget Deficit</i>	\$	<u><u>1,181,643</u></u>

RESERVE BALANCES AT JUNE 30, 2019

General Reserve	\$	2,765,838
Economic Stabilization		2,869,798
GF Carryover - Available for Spending		<u>1,181,643</u>
<i>TOTAL RESERVE BALANCES</i>	\$	<u><u>6,817,279</u></u>
<i>% of Total Spending</i>		<i>17.33%</i>

General Fund

Actual Performance

Fiscal Years Ended June 30, 2012 through 2019

	2012	2013	2014	2015	2016	2017	2018	2019
REVENUES								
Property Taxes	\$ 17,062,655	\$ 17,254,523	\$ 16,375,583	\$ 16,944,296	\$ 18,243,754	\$ 18,571,553	\$ 19,471,210	\$ 19,326,243
Transient Occupancy Taxes	2,264,301	2,213,500	2,336,116	2,522,101	2,804,127	3,070,318	3,252,710	3,230,031
Sales Taxes	326,167	414,579	483,756	318,388	567,844	585,375	597,336	690,854
Intergovernmental	4,909,038	5,227,976	5,091,018	4,539,431	4,754,755	4,746,926	4,774,607	4,602,103
Charges for Services	4,711,813	4,058,030	3,983,756	4,514,997	5,037,467	4,335,944	4,482,050	4,981,726
Other Revenues	1,997,646	3,212,099	3,618,529	2,883,023	2,970,425	2,914,745	3,726,907	3,142,904
Transfers In	1,848,078	535,187	1,058,059	2,557,495	1,363,410	1,498,619	1,557,084	941,043
TOTAL REVENUES	33,119,698	32,915,894	32,946,817	34,279,731	35,741,782	35,723,480	37,861,904	36,914,904
<i>annual % change</i>		<i>-0.62%</i>	<i>0.09%</i>	<i>4.05%</i>	<i>4.27%</i>	<i>-0.05%</i>	<i>5.99%</i>	<i>-2.50%</i>
EXPENDITURES BY MAJOR OBJECT								
Salary and Wages	14,011,335	13,371,076	13,679,535	12,767,691	12,652,171	12,829,522	13,350,496	13,589,859
Overtime	825,200	898,483	888,921	608,687	1,060,849	854,822	1,207,057	1,217,203
Benefits	8,579,571	7,985,650	8,400,578	7,986,643	8,307,045	8,747,648	9,727,468	10,045,473
Services	3,950,802	4,252,912	3,470,328	3,242,444	3,633,947	3,686,647	3,955,936	3,889,286
Facility	1,632,144	1,511,009	1,526,852	1,521,280	1,539,048	1,673,393	1,479,050	1,324,779
Insurance	1,262,858	1,172,956	1,553,941	945,421	830,845	1,043,424	1,403,739	1,629,987
Vehicle	999,852	889,602	925,272	784,541	748,217	829,010	1,447,760	1,480,094
Supplies	778,894	899,429	861,848	613,592	758,276	761,959	957,812	1,385,530
Training	517,113	466,539	331,192	231,750	291,605	284,049	383,262	322,716
Transfers Out	1,931,899	2,158,543	2,196,470	1,567,162	1,646,720	3,182,714	3,264,971	4,025,446
Support and Care of Others	457,583	440,375	339,792	314,298	270,454	257,956	465,133	222,434
Capital Outlay	363,790	335,012	300,458	209,112	233,848	569,101	263,173	91,993
Debt Service	-	-	-	43,658	46,056	98,700	129,333	116,347
Other Expenses	(308,685)	-	1,000	-	-	-	-	-
TOTAL EXPENDITURES	35,002,356	34,381,586	34,476,187	30,836,279	32,019,081	34,818,945	38,035,190	39,341,147
<i>annual % change</i>		<i>-1.77%</i>	<i>0.28%</i>	<i>-10.56%</i>	<i>3.84%</i>	<i>8.74%</i>	<i>9.24%</i>	<i>3.43%</i>
CHANGE IN FUND BALANCE	(1,882,658)	(1,465,692)	(1,529,370)	3,443,452	3,722,701	904,535	(173,286)	(2,426,243)
BEGINNING FUND BALANCE	5,887,210	4,004,552	2,538,860	1,009,490	4,452,942	8,175,643	9,080,178	8,906,892
ENDING FUND BALANCE	\$ 4,004,552	\$ 2,538,860	\$ 1,009,490	\$ 4,452,942	\$ 8,175,643	\$ 9,080,178	\$ 8,906,892	\$ 6,480,649



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 12, 2019

Departments: Probation

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Karin Humiston

SUBJECT Community Corrections Partnership Update

AGENDA DESCRIPTION:

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

Informational update on the progress and activities of the Community Corrections Partnership.

RECOMMENDED ACTION:

None; informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Karin Humiston

PHONE/EMAIL: 7609325572 / khumiston@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
10/28/2019 10:48 AM	County Administrative Office	Yes
11/5/2019 10:07 AM	County Counsel	Yes
11/7/2019 3:50 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 12, 2019

Departments: Community Development

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Bentley Regehr

SUBJECT Resolution Approving Application for Senate Bill-2 Grant Funds for Housing Production

AGENDA DESCRIPTION:

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

A formal resolution is required in order to complete the SB-2 application process, and therefore this agenda item requests the Board approve the attached Resolution. Upon Board approval, staff will submit an over-the-counter request for \$160,000 to the California Department of Housing and Community Development (HCD) for SB-2 funds.

RECOMMENDED ACTION:

1. Approve Resolution 19-___, Authorizing application for, and receipt of, Senate Bill (SB) 2 planning grant funds for use in developing prescriptive designs for accessory dwelling units and the creation of a CEQA streamlining checklist for greenhouse gas emissions. 2. Provide any additional direction to staff.

FISCAL IMPACT:

Upon adoption of the resolution, staff will submit an over-the-counter request for \$160,000 to the California Department of Housing and Community Development (HCD) for SB-2 funds. SB-2 funds are administered through reimbursement and require regular progress reports that show increased housing production or a reduction in staff time and resources due to the implementation of the proposed programs.

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
staff report
SB 2 Resolution
SB2 Planning Grants Program Application

History

Time	Who	Approval
10/28/2019 10:55 AM	County Administrative Office	Yes
11/6/2019 5:54 PM	County Counsel	Yes
11/7/2019 3:51 PM	Finance	Yes

Mono County Community Development Department

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

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

November 5, 2019

TO: Honorable Board of Supervisors

FROM: Bentley Regehr, Planning Analyst

RE: Senate Bill-2 Proposal for Grant Funds Targeted at Increased Housing Production

RECOMMENDATION

1. Approve Resolution 19-__ making the required findings.
2. Provide any additional direction to staff.

BACKGROUND

Senate Bill (SB)-2 was passed to create a stable, ongoing funding source to address housing in California with the ultimate goal of streamlining housing approvals and accelerating housing production. At the Oct. 15, 2019, Board meeting, the criteria to qualify for SB-2 grant funds and potential projects were reviewed, and the Board directed staff to apply for funds for the following:

- Prescriptive designs for Accessory Dwelling Units (ADUs)
 - A prescriptive design reduces costs by providing engineered designs for the production of ADUs, which are often affordable by nature. ADUs have been identified as a Priority Policy Area. ADUs using the County's prescriptive designs may be conditioned to prohibit short-term rentals.
- California Environmental Quality Act (CEQA) streamlining checklist for Greenhouse Gas (GHG) emissions
 - A comprehensive greenhouse gas study that streamlines CEQA for housing projects. Greenhouse gas emissions must be evaluated for development projects requiring CEQA review. A comprehensive report can reduce costs and staff time, as new analysis does not need to be completed for individual projects. CEQA streamlining is a Policy Priority Area when coupled with specific plans or form-based codes.

DISCUSSION

A formal resolution is required in order to complete the SB-2 application process, and therefore this agenda item requests the Board approve the attached Resolution. Upon Board approval, staff will submit an over-the-counter request for \$160,000 to the California Department of Housing and Community Development (HCD) for SB-2 funds.

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

ATTACHMENT

1. Resolution 19-__



RESOLUTION NO. R19-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS
PROGRAM FUNDS**

WHEREAS, the State of California, Department of Housing and Community Development has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, Mono County desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant as described in the Planning Grants Program NOFA and SB 2 Planning Grants Programs Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department of Housing and Community Development is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017) related to the PGP Program.

NOW, THEREFORE, BE IT RESOLVED that the Mono County Board of Supervisors hereby finds and resolves as follows:

SECTION ONE: The Board of Supervisors is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application released March 28, 2019, in the amount of \$160,000.

SECTION TWO: In connection with the PGP grant, if the application is approved by the Department of Housing and Community Development, the County Administrative Officer is authorized to enter into, execute, and deliver a State of California Agreement for the amount of \$160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the County's obligations related thereto, and all amendments thereto.

SECTION THREE: The County shall be subject to the terms and conditions as specified in the Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department of Housing and Community Development. Funds are to be used for allowable expenditures as specifically identified in the Agreement. The application in full is incorporated as part of the Agreement. Any and all activities funded,

1 information provided and timelines represented in the application will be enforceable
2 through the executed Agreement. The County hereby agrees to use the funds eligible uses in
3 the manner presented in the application as approved by the Department of Housing and
4 Community Development and in accordance with the Planning Grants NOFA, the Planning
5 Grants Program Guidelines, and 2019 Planning Grants Program Application.

6 **SECTION FOUR:** The Board Chair is authorized to execute Mono County's Planning
7 Grants Program application, the PGP Grant Documents, and any amendments thereto, on
8 behalf of the County as required by the Department of Housing and Community
9 Development for receipt of the PGP Grant.

10 **APPROVED AND ADOPTED** this 12th day of November 2019, by the following vote:

11 **AYES :**

12 **NOES :**

13 **ABSENT :**

14 **ABSTAIN :**

15 _____
16 John Peters, Chair

17 **ATTEST:**

18 **APPROVED AS TO FORM:**

19 _____
20 Clerk of the Board

21 _____
22 County Counsel

SB 2 Planning Grants Program Application



**State of California
Governor Gavin Newsom**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Ben Metcalf, Director
Department of Housing and Community Development**

2020 West El Camino, Suite 500
Sacramento, CA 95833

Website: <http://www.hcd.ca.gov/grants-funding/active-funding/planning-grants.shtml>

Email: sb2planninggrant@hcd.ca.gov

March 28, 2019

Revised July 10, 2019

SB 2 Planning Grants Application

Planning Grants Program Application Packaging Instructions

The applicant is applying to the Department of Housing and Community Development (Department) for a grant authorized underneath the Planning Grants Program (PGP) provisions of SB 2 (Chapter 364, Statutes of 2017). The PGP program is intended for the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production. Please refer to the SB 2 Planning Grants Program Guidelines and Notice of Funding Availability (NOFA) for detailed information on eligible activities, applicants, and awards. If you have questions regarding this application or the PGP, email sb2planninggrant@hcd.ca.gov.

If approved for funding, this grant application will be a part of your Standard Agreement with the Department. In order to be considered for funding, all sections of this application, including attachments and exhibits if required, must be complete and accurate.

Pursuant to Section X of the NOFA, all applicants must submit a complete, signed, original application package and an electronic copy on CD or USB flash drive containing the following documentation, in the order listed below, to the Department by the specified due date in the Notice of Funding Availability (NOFA) in order to be considered for award:

- 1) A complete, signed, original application (the Department will only accept this **fillable pdf** as the application) with the following attachments:
 - a. **Attachment 1: State and Other Planning Priorities** (All applicants must submit this form to self-certify compliance)
 - b. **Attachment 2: Nexus to Accelerating Housing Production - NOTE:** if the applicant is proposing only Priority Policy Areas (PPA), as defined in section VIII, subsection (3) of the NOFA, do not fill out Attachment 2. However, if the applicant is proposing to fund PPAs AND other activities that are not considered PPAs, the application must demonstrate how these other activities have a nexus to accelerating housing production by filling out Attachment 2 of this application.
- 2) A fully executed resolution authorizing application for, and receipt of, PGP funds (see Attachment 3: Sample Resolution).
- 3) A fully executed Government Agency Taxpayer ID Form (available as a download from the SB 2 Planning Grants webpage at <http://www.hcd.ca.gov/grants-funding/active-funding/planning-grants.shtml>).
- 4) If the applicant is partnering with another local government or other entity pursuant to Article II, Section 200 of the SB 2 Planning Grant Program Guidelines (the "Guidelines"), include a copy of the legally binding agreement.
- 5) Other documentation (e.g., letters of support, scope of work, etc.) if needed.

NOTE: All local governments must submit a separate, signed application package, notwithstanding whether it will partner with another form of government or entity. Only one application per locality will be accepted by the Department. Joint applications are not allowed.

SB 2 Planning Grants Application

A. Applicant Information

Pursuant to Article II, Section 200 of the Guidelines, local governments may partner through legally binding agreements with other forms of governments or entities. However, all local governments must submit separate, signed application packages that identify their respective responsibilities and deliverables, even if partnering with other entities.

Is the applicant partnering with another eligible local government entity?		
<input type="checkbox"/>	*Yes	*If Yes, the application package must include a fully executed copy of the legally binding agreement. Provide the partners' name(s) and type(s) below for reference only.
<input checked="" type="checkbox"/>	No	

Complete the following Applicant information			
Applicant's Name		Mono County	
Applicant's Agency Type		Local Government (County)	
Applicant's Mailing Address		PO Box 347	
City		Mammoth Lakes	
State	California	Zip Code	93546
County		Mono	
Website		monocounty.ca.gov	
Authorized Representative Name		Wendy Sugimura	
Authorized Representative Title		Community Development Director	
Phone	7609241814	Fax	
Email	wsugimura@mono.ca.gov		
Contact Person Name		Bentley Regehr	
Contact Person Title		Planning Analyst	
Phone	7609244602	Fax	
Email	bregehr@mono.ca.gov		
Partner(s) Name (if applicable)			
Partner Agency Type			
Partner(s) Name (if applicable)			
Partner Agency Type			
Proposed Grant Amount	\$	160,000	

B. Applicant Certification

As the official designated by the governing body, I hereby certify that if approved by HCD for funding through the Planning Grants Program (PGP), the _____ County of Mono _____ assumes the responsibilities specified in the 2019 Notice of Funding Availability and PGP guidelines, and certifies that the information, statements, and other contents contained in this application are true and correct.

Signature: _____ Name: _____ Wendy Sugimura

Date: _____ 11/12/19 _____ Title: _____ Community Development Director

SB 2 Planning Grants Application

C. Threshold Requirements

Pursuant to Section 201(a) through (d) of the Guidelines, all applicants must meet the following threshold criteria in items 1-4 below to be eligible for an award.

1. Does the applicant have an adopted housing element found to be in substantial compliance by the Department on or before the date of the applicant's submission of their SB 2 Planning Grant application?		
<input checked="" type="checkbox"/>	Yes	Date of HCD Review Letter: <u>9/20/19</u>
<input type="checkbox"/>	No	
<input type="checkbox"/>	The Applicant requests HCD to consider housing element compliance threshold as met due to significant progress achieved in meeting housing element requirements.	

2. Has the applicant submitted to the Department the Annual Progress Report (APR) for the current or prior year on or before the date of submission of their SB 2 Planning Grant application?			
<input checked="" type="checkbox"/>	Yes	APR	Date Submitted
<input type="checkbox"/>	No	2017 CY Report	
<input checked="" type="checkbox"/>	Yes	2018 CY Report	5/28/19
<input type="checkbox"/>	No		

3. Is the applicant utilizing one of the Priority Policy Areas listed below (as defined in section VIII, subsection (3) of the NOFA)?						
<input checked="" type="checkbox"/>	*Yes	<i>*If the applicant is proposing only Priority Policy Areas, do not fill out Attachment 2. However, if the applicant is proposing to fund PPAs AND other activities that are not considered PPAs, the application must demonstrate how these other activities have a nexus to accelerating housing production by filling out Attachment 2 of this application.</i>				
	Rezone to permit by-right	Objective design and development standards	Specific Plans or form based codes coupled with CEQA streamlining	Accessory Dwelling Units or other low-cost building strategies	Expedited processing	Housing related infrastructure financing and fee reduction strategies
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	No	<i>If an applicant is not proposing Priority Policy Areas, the application must include an explanation and document the plans or processes' nexus and impact on accelerating housing production based on a reasonable and verifiable methodology and must submit Attachment 2 in the Application pursuant to section VIII, subsection (3) of the NOFA.</i>				
<input type="checkbox"/>	The applicant is proposing PPAs and other activities not considered PPAs and is demonstrating how these activities have a nexus to accelerating housing production by submitting Attachment 2.					

4. Does the applicant demonstrate that the locality is consistent with State Planning or Other Priorities, as certified in Attachment 1?	Yes	<input checked="" type="checkbox"/>	*No	<input type="checkbox"/>
<i>*If No, consistency may be demonstrated through activities (not necessarily proposed for SB 2 funding) that were completed within the last five years, as certified in Attachment 1.</i>				

5. Is a completed and signed resolution included with the application package? See Attachment 3, "Sample Resolution"	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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SB 2 Planning Grants Application

D. Proposed Activities Checklist (Section VI, items (1) through (17) of the NOFA)

Check all activities the locality is undertaking for their PGP efforts below. Activities must match **Section E. Project Description**, and **Section F. Timeline and Budget**.

1	<input type="checkbox"/>	updates to general plans, community plans, specific plans, local planning related to implementation of sustainable communities strategies, or local coastal plans
2	<input type="checkbox"/>	updates to zoning ordinances
3	<input checked="" type="checkbox"/>	environmental analyses that eliminate the need for project-specific review
4	<input type="checkbox"/>	local process improvements that improve and expedite local planning
5	<input type="checkbox"/>	a smaller geography with a significant impact on housing production including an overlay district, project level specific plan or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas
6	<input type="checkbox"/>	the creation or enhancement of a housing sustainability district pursuant to AB 73 (Chapter 371, Statutes of 2017)
7	<input type="checkbox"/>	workforce housing opportunity zone pursuant to SB 540 (Chapter 369, Statutes of 2017)
8	<input type="checkbox"/>	zoning for by-right supportive housing, pursuant to Government Code section 65651 (Chapter 753, Statutes of 2018)
9	<input type="checkbox"/>	zoning incentives for housing for persons with special needs, including persons with developmental disabilities
10	<input type="checkbox"/>	rezoning to meet requirements pursuant to Government Code Section 65583.2(c) and other rezoning efforts to facilitate supply and affordability
11	<input type="checkbox"/>	rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps)
12	<input checked="" type="checkbox"/>	pre-approved architectural and site plans
13	<input type="checkbox"/>	regional housing trust fund plans
14	<input type="checkbox"/>	funding plans for SB 2 Year 2 going forward
15	<input type="checkbox"/>	infrastructure financing plans
16	<input type="checkbox"/>	environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary and part of a proposed activity with a nexus to accelerating housing production
17	<input type="checkbox"/>	Other activities demonstrating a nexus to accelerating housing production

SB 2 Planning Grants Application

E. Project Description

*Provide a description of the project and the scope of work to be performed below. Use Appendix A for additional information if necessary. **Note:** If partnering with another local government or entity, be sure to clarify the responsibilities and deliverables of your locality pursuant to such partnership.*

Allocation of the grant will be divided between two projects:

1. Prescriptive designs for ADUs. The County will use SB-2 funds to contract out for engineered designs for ADUs. The number of engineered designs will depend on estimated costs garnered through a Request for Proposal (RFP).
2. California Environmental Quality Act (CEQA) streamlining checklist for Greenhouse Gas (GHG) emissions. A comprehensive greenhouse gas study that streamlines CEQA for housing projects. Greenhouse gas emissions must be evaluated for development projects requiring CEQA review. A comprehensive report can reduce costs and staff time, as new analysis does not need to be completed for individual projects.

SB 2 Planning Grants Application

Timeline and Budget

Activity	Responsible Party	Est. Cost	Begin	End	Deliverable	*PPA	
Designs	Applicant	\$ 120,000	1/1/20	11/1/20	Engineered designs	Yes	Reduces cost processing time
EQA streamlining	Applicant	\$ 40,000	1/1/20	11/1/20	CEQA GHG Emissions Checklist	Yes	Reduces start-up time for applicant on
	Other					N/A	
	Other					N/A	
	Other					N/A	
	Other					N/A	
	Other					N/A	
	Other					N/A	
	Other					N/A	
	Other					N/A	
	Other					N/A	
	Other					N/A	
	Other					N/A	
	Other					N/A	
	Other					N/A	
	Other					N/A	
	Total Est. Cost \$	160000					

a (PPA)

SB 2 Planning Grants Application

G. Legislative Information

District	#	Legislator Name
Federal Congressional District	8	Paul Cook
State Assembly District	5	Frank Bigelow
State Senate District	8	Andreas Borgeas

Applicants can find their respective State Senate representatives at <https://www.senate.ca.gov/>, and their respective State Assembly representatives at <https://www.assembly.ca.gov/>.

SB 2 Planning Grants Application

Attachment 1: State and Other Planning Priorities Certification (Page 1 of 3)

Pursuant to Section 201(d) of the Guidelines, all applicants must demonstrate that the locality is consistent with State Planning or Other Planning Priorities by certifying that at least one activity was completed in 1) State Planning Priorities (i.e., Infill and Equity, Resource Protection, Efficient Development Patterns) or 2) Other Planning Priorities (i.e., Affordability, Conservation, or Climate Change). Consistency may be demonstrated through activities (not necessarily proposed for SB 2 funding) that were completed within the last five years.

Complete the following self-certification by selecting one or more of the policy areas in the following tables by inserting the date completed for each applicable action, briefly describing the action taken, and certifying.

State Planning Priorities

Date Completed	Brief Description of the Action Taken
Promote Infill and Equity	
	<i>Rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas.</i>
	<i>Seek or utilize funding or support strategies to facilitate opportunities for infill development.</i>
	<i>Other (describe how this meets subarea objective)</i>
Promote Resource Protection	
	<i>Protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands; natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands; recreation lands such as parks, trails, greenbelts, and other open space; and landscapes with locally unique features and areas identified by the state as deserving special protection.</i>
	<i>Actively seek a variety of funding opportunities to promote resource protection in underserved communities.</i>
	<i>Other (describe how this meets subarea objective)</i>
Encourage Efficient Development Patterns	
	<i>Ensuring that any infrastructure associated with development, other than infill development, supports new development that does the following:</i>
	<i>(1) Uses land efficiently.</i>

SB 2 Planning Grants Application

Attachment 1: State and Other Planning Priorities Certification (Page 2 of 3)

	<i>(2) Is built adjacent to existing developed areas to the extent consistent with environmental protection.</i>
	<i>(3) Is located in an area appropriately planned for growth.</i>
	<i>(4) Is served by adequate transportation and other essential utilities and services.</i>
	<i>(5) Minimizes ongoing costs to taxpayers.</i>
	<i>Other (describe how this meets subarea objective)</i>

Other Planning Priorities

Affordability and Housing Choices	
<i>Incentives and other mechanisms beyond State Density Bonus Law to encourage housing with affordability terms.</i>	
<i>Efforts beyond state law to promote accessory dwelling units or other strategies to intensify single-family neighborhoods with more housing choices and affordability.</i>	
<i>Upzoning or other zoning modifications to promote a variety of housing choices and densities.</i>	
<i>Utilizing surplus lands to promote affordable housing choices.</i>	
<i>Efforts to address infrastructure deficiencies in disadvantaged communities pursuant to Government Code Section 65302.10.</i>	
	<i>Other (describe how this meets subarea objective)</i>

SB 2 Planning Grants Application

Attachment 1: State and Other Planning Priorities Certification (Page 3 of 3)

Conservation of Existing Affordable Housing Stock	
<i>Policies, programs or ordinances to conserve stock such as an at-risk preservation ordinance, mobilehome park overlay zone, condominium conversion ordinance and acquisition and rehabilitation of market rate housing programs.</i>	
7/16/19	Mono County provided \$300,000 in funding for the Revolving Loan Fund for FY 19-20 to preserve deed restricted housing for moderate and below income households.
<i>Policies, programs and ordinances to protect and support tenants such as rent stabilization, anti-displacement strategies, first right of refusal policies, resources to assist tenant organization and education and "just cause" eviction policies.</i>	
<i>Other (describe how this meets subarea objective)</i>	
Climate Adaptation	
<i>Building standards, zoning and site planning requirements that address flood and fire safety, climate adaptation and hazard mitigation.</i>	
<i>Long-term planning that addresses wildfire, land use for disadvantaged communities, and flood and local hazard mitigation.</i>	
5/21/19	Mono County updated and adopted the Multi-Jurisdictional Hazard Mitigation Plan for the County and the Town of Mammoth Lakes, which addresses the issues above.
<i>Community engagement that provides information and consultation through a variety of methods such as meetings, workshops, and surveys and that focuses on vulnerable populations (e.g., seniors, people with disabilities, homeless, etc.).</i>	
<i>Other (describe how this meets subarea objective)</i>	

State and Other Planning Priorities Certification

I certify under penalty of perjury that all of the information contained in this PGP State Planning and Other Planning Priorities certification form (pages 9, 10, and 11 of this application) is true and correct.

Certifying Officials Name: Wendy Sugimura

Certifying Official's Title: Community Development Director

Certifying Official's Signature: _____

Certification Date: 11/5/19

SB 2 Planning Grants Application

Attachment 2: Application Nexus to Accelerating Housing Production

Fill out Attachment 2 only if the applicant answered “No” to item 3 in Section C or is utilizing Policy Priority Areas AND other activities not designated as such. Applicants answering “Yes” to question 3 in Section C and utilizing ONLY Priority Policy Areas are automatically deemed to demonstrate a nexus to accelerating housing production, and do not need to complete this form.

Pursuant to section VIII, subsection (4) of the NOFA, applicants shall demonstrate how the application includes a nexus to accelerating housing production. Please complete the following chart by providing information about the current conditions and expected outcomes with respect to the planned activity and housing production. Please attach documentation as necessary and see the NOFA for additional details.

Quantify how the activity accelerates production below and use Appendix B to explain the activity and its nexus to accelerating housing production if necessary.

Type (Select at least one)	*Baseline	**Projected	***Difference	Notes
Timing (e.g., reduced number of processing days)				
Development cost (e.g., land, fees, financing, construction costs per unit)				
Approval certainty and reduction in discretionary review (e.g., prior versus proposed standard and level of discretion)				
Entitlement streamlining (e.g., number of approvals)				
Feasibility of development				
Infrastructure capacity (e.g., number of units)				
Impact on housing supply and affordability (e.g., number of units)				

*** Baseline – Current conditions in the jurisdiction**
(e.g. 6-month development application review, or existing number of units in a planning area)

****Projected – Expected conditions in the jurisdiction because of the planning grant actions**
(e.g. 2-month development application review)

*****Difference – Potential change resulting from the planning grant actions**
(e.g., 4-month acceleration in permitting, creating a more expedient development process)

SB 2 Planning Grants Application

Attachment 3: Sample Resolution

RESOLUTION NO. 2019-XX
A RESOLUTION OF THE [CITY COUNCIL/COUNTY BOARD OF SUPERVISORS] OF
_____[CITY, COUNTY NAME]____
AUTHORIZING APPLICATION FOR, AND RECEIPT OF,
SB 2 PLANNING GRANTS PROGRAM FUNDS

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the [City Council/County Board of Supervisors] of _____ (City/County) desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program.

NOW, THEREFORE, THE [CITY COUNCIL/COUNTY BOARD OF SUPERVISORS] OF _____
RESOLVES AS FOLLOWS:

SECTION 1. The [City Council/County Board of Supervisors] is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application released March 28, 2019 in the amount of \$_____.

SECTION 2. In connection with the PGP grant, if the application is approved by the Department, the [insert designee title, e.g. City Manager, Executive Office, etc] is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$_____, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the [City/County's] obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

SECTION 3. The [City/County] shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The [City Council/County Board of Supervisors] hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The [insert the title of City Council/County Board of Supervisors Executive or designee] is authorized to execute the [City/County] of _____ Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the [City/County] as required by the Department for receipt of the PGP Grant.

ADOPTED _____, 2019, by the [City/County] Board of Supervisors of the County of _____
by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

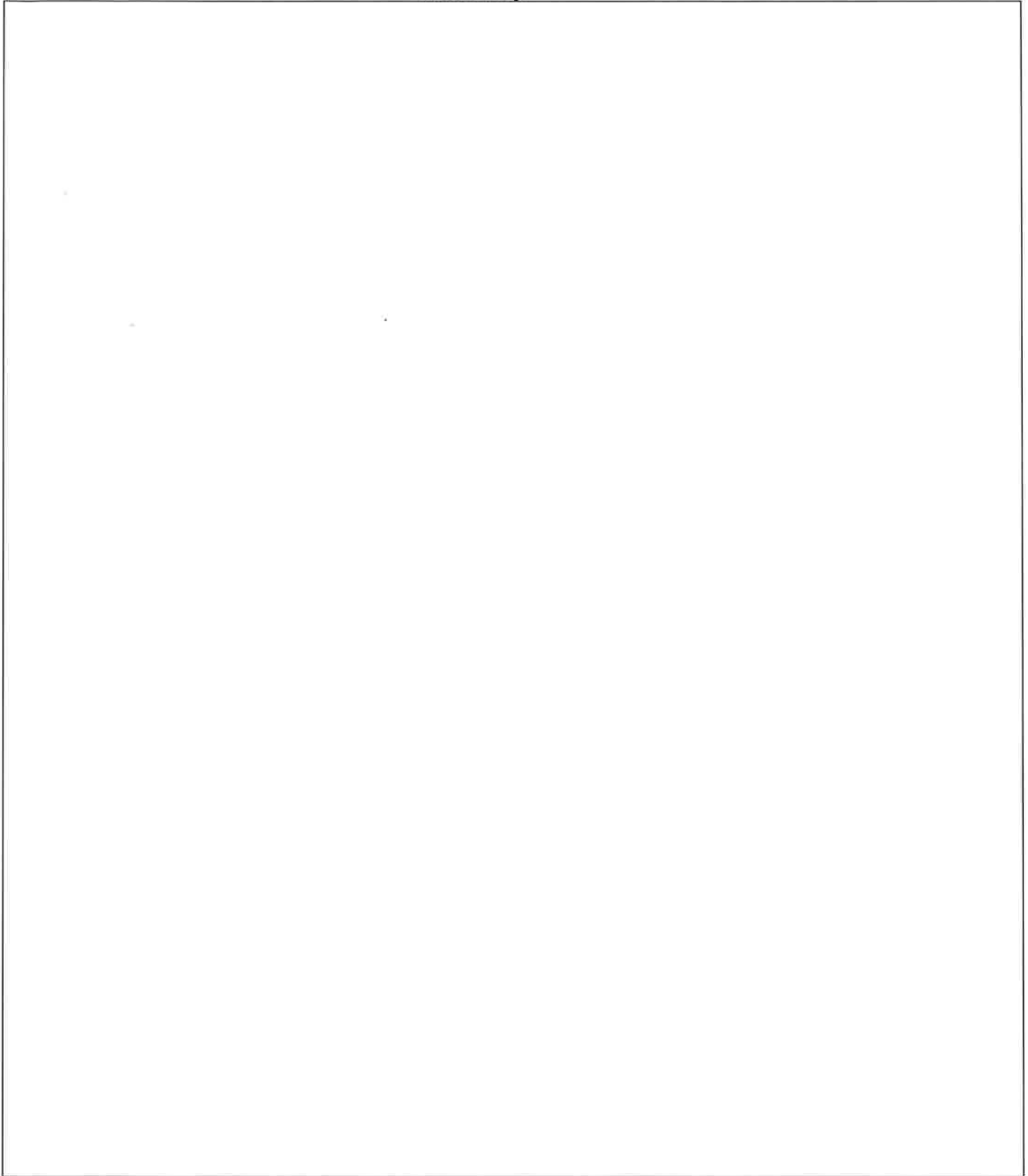
County Executive
ATTEST: APPROVED AS TO FORM:

County Clerk County Attorney

SB 2 Planning Grants Application

Appendix A

Use this area for additional information if necessary.

A large, empty rectangular box with a thin black border, intended for providing additional information. The box is currently blank.

SB 2 Planning Grants Application

Appendix B

Use this page to explain the nexus to accelerating housing production or for project description.

A large, empty rectangular box with a thin black border, occupying most of the page. It is intended for the applicant to provide an explanation of the nexus to accelerating housing production or a project description.

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

County of Mono

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

06/30/2022

3. The maximum amount of this Agreement is:

\$160,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	PGP Terms and Conditions	4
Exhibit E	Special Conditions	0
Exhibit F	Additional Provisions	1
TOTAL NUMBER OF PAGES ATTACHED		14 pages

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Mono

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

CA

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Synthia Rhinehart

TITLE

Contracts Manager,
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Health and Safety Code section 50470, subdivision (b)(1)(A), the State of California Department of Housing and Community Development (the "Department" or "State") has established the Planning Grants Program ("PGP," or the "Program" as defined in Section 102 of the Guidelines) for Local Governments and Localities. This Standard Agreement, along with all its exhibits (the "Agreement"), is entered into under the authority of, and in furtherance of, the purpose of the Program. Pursuant to Health and Safety Code Section 50470, subdivision (d), the Department has issued the Senate Bill 2 Planning Grants Program Year 1 Guidelines (the "Guidelines") dated December 2018 governing the Program, and a Notice of Funding Availability ("NOFA") dated March 28, 2019.

2. Purpose

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant to provide financial assistance for the preparation, adoption and implementation of a plan for Accelerating Housing Production and Streamlined Housing Production (as defined in Section 102 of the Guidelines) pursuant to the terms of the Guidelines, the NOFA, and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the Guidelines, the NOFA, this Agreement, the representations contained in the application, and the requirements of the authority cited above. Based on the representations made by the Grantee, the State shall provide a grant in the amount shown in Exhibit B, Section 2.

3. Definitions

Terms herein shall have the same meaning as definitions in Section 102 of the Guidelines.

4. Scope of Work

SOW Short

5. Department Contract Coordinator

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development
Housing Policy Development

Planning Grants Program (PGP)

NOFA Date: March 28, 2019

Approved Date:

Prep. Date: (date inserted by Contract Manager when each SA is created)

EXHIBIT A

Land Use Planning Unit
Attention: PGP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Application for Funds

- A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in the Application and any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Grant and Reimbursement Limit

The maximum total amount granted and reimbursable to the Grantee pursuant to this Agreement shall not exceed \$ «Total_Award_Text».00.

3. Grant Timelines

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").
- B. All Grant funds must be expended by June 30, 2022.
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before February 28, 2022, to ensure meeting the June 30, 2022 deadline. Under special circumstances, as determined by the Department, the Department may modify the February 28, 2022 deadline.
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

Planning Grants Program (PGP)

NOFA Date: March 28, 2019

Approved Date:

Prep. Date: (date inserted by Contract Manager when each SA is created)

EXHIBIT B

4. Allowable Uses of Grant Funds

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve the preparation and adoption of project activities as stated in the scope of work, project description, project timeline and other parts of the application, and eligible activities and uses pursuant to Article III of the Guidelines.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to the preparation and adoption of the proposed activity.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.
- E. A Grantee that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables in accordance with Schedule F: Project Timeline and Budget and the Statement of Work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.
- H. Approved and eligible costs incurred prior to the NOFA date are ineligible.

5. Performance

The Grantee shall take such actions, pay such expenses, and do all things necessary to complete the scope of work specified in Exhibit A and as incorporated by the SB 2 Program application in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

Planning Grants Program (PGP)

NOFA Date: March 28, 2019

Approved Date:

Prep. Date: (date inserted by Contract Manager when each SA is created)

EXHIBIT B

6. Fiscal Administration

- A. The Grantee is responsible for maintaining records which fully disclose the activities funded by the PGP grant. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to PGP grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- B. Work must be completed prior to requesting reimbursement. The Department may make exceptions to this provision on a case by case basis. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.
- C. Prior to receiving reimbursement, the Grantee shall submit the following documentation:
- 1) Government Agency Taxpayer ID Form (GovTIN; Fi\$cal form);
 - 2) A Request for Funds on a form provided by the Department; and
 - 3) Any and all documentation requested by the Department in the form and manner as outlined in the following subsection D.
- D. Grantee shall submit all required reimbursement documentation to the following address:
- Department of Housing and Community Development
Housing Policy Development
Land Use Planning Unit
Attention: PGP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050
- E. The Grantee shall submit invoices for reimbursement to the Department according to the following schedule:

Planning Grants Program (PGP)

NOFA Date: March 28, 2019

Approved Date:

Prep. Date: (date inserted by Contract Manager when each SA is created)

EXHIBIT B

- 1) At maximum, once per quarter; or
- 2) Upon completion of a deliverable, subject to the Department's approval; and
- 3) At minimum, one invoice for reimbursement annually.

The Department will use the 2019 calendar year beginning with January, with first requests for reimbursement accepted on or after September 30, 2019.

- F. The request for reimbursement must be for a minimum of 15 percent of the maximum grant amount awarded. The Department may consider exceptions to the minimum amount requested on a case-by-case basis. All invoices shall reference the contract number and shall be signed and submitted to the Department's Program Manager at the address provided above in Section 6, item D of Exhibit B. Invoices shall include at a minimum the following information:
- 1) Names of the Grantee's personnel performing work;
 - 2) Dates and times of project work;
 - 3) Itemized costs in accordance with the Schedule F: Project Timeline and Budget and Statement of Work, including identification of each employee, contractor, subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each of the Grantee's employees, contractor(s), sub-recipient(s) or subcontractor's staff member(s), authorized expenses with receipts, and contractor, sub-recipient and subcontractor invoices; and
 - 4) Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of grant funds.
- G. The Department will reimburse the Grantee directly for all allowable project costs as promptly as the Department's fiscal procedures permit upon receipt of an itemized signed invoice.
- H. The Department recognizes that budgeted deliverable amounts are based upon estimates. Grantees may request, in writing, a budget adjustment across deliverables subject to written approval by the Department, as long as the total budget does not exceed the maximum amount awarded to the Grantee.
- I. Grant funds cannot be disbursed until this Standard Agreement has been fully executed.

Planning Grants Program (PGP)

NOFA Date: March 28, 2019

Approved Date:

Prep. Date: (date inserted by Contract Manager when each SA is created)

EXHIBIT B

- J. Grant fund payments will be made on a reimbursement basis; advance payments are not allowed. The Grantee, its subcontractors and all partners, must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. The Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work pursuant to Section 601(f) of the Guidelines.
- K. The Grantee will be responsible for compiling and submitting all invoices, supporting documentation and reporting documents. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid.
 - 1) Supporting documentation may include, but is not limited to; purchase orders, receipts, progress payments, subcontractor invoices, timecards, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.
- L. The Grantee will submit for reimbursements to the Department based on actual costs incurred, and must bill the State based on clear and completed objectives and deliverables as outlined in the application, in Schedule F: Project Timeline and Budget, the Statement of Work, and/or any and all documentation incorporated into this Standard Agreement and made a part thereof.
- M. The Department may withhold 10 percent of the grant until grant terms have been fulfilled to the satisfaction of the Department.

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 12, 2019

Departments: County Counsel

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Stacey Simon

SUBJECT CPUC Proceedings Regarding Public Safety Power Outages

AGENDA DESCRIPTION:

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

Opportunities for participation in California Public Utility Commission (CPUC) rulemaking proceedings related to electrical de-energization (PSPS).

RECOMMENDED ACTION:

Continued discussion of County's options for participation in ongoing rulemaking of the California Public Utilities Commission (CPUC) related to electrical de-energization (PSPS) in California and/or in related processes.

FISCAL IMPACT:

Staff costs only at this time.

CONTACT NAME: Stacey Simon

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Nov 1 order
Press Release

History

Time	Who	Approval
11/7/2019 9:12 AM	County Administrative Office	Yes

11/7/2019 5:27 PM

County Counsel

Yes

11/7/2019 8:39 AM

Finance

Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputy County Counsel
Anne M. Larsen
Jason Canger

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Lucas

To: Board of Supervisors

From: Stacey Simon, County Counsel

Date: November 12, 2019

Re: Options for participation in CPUC rulemaking related to electrical de-energization (PSPS) in California

Recommended Action

Continued discussion of County's options for participation in rulemaking or other proceedings of the California Public Utilities Commission (CPUC) related to electrical de-energization (PSPS) in California and/or in related processes.

Discussion

As discussed last week, the CPUC has been engaged in a formal rulemaking related to, among other things, public notification, communication, mitigation and management of PSPS events in California. (Rulemaking (R.) 18-12-005).

On November 1, 2019, following several PSPS events which resulted in significant negative impacts to large portions of California's population, the CPUC issued an order suspending the rulemaking schedule so that efforts could be focused on "issues that are most critical in light of current wildfires and extensive Public Safety Power Shutoff (PSPS) events." The order indicates that a new Scoping Memo would be issued outlining those procedures. A copy of the order, and a press release issued with it, are attached to this staff report. As of the date the agenda is published, the Scoping Memo has not been released.

If you have any questions on this matter prior to your meeting, please call me at 924-1704.

Attachments

November 1, 2019, ALJ Ruling
CPUC Press Release



UNC/lil 11/1/2019

FILED
11/01/19
11:40 AM

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Order Instituting Rulemaking to Examine
Electric Utility De-Energization of Power
Lines in Dangerous Conditions.

Rulemaking 18-12-005

**ADMINISTRATIVE LAW JUDGE'S RULING ADVISING PARTIES OF
UPCOMING AMENDED SCOPING MEMO IN RULEMAKING 18-12-005**

This ruling gives parties notice that the current procedural schedule in Rulemaking (R.) 18-12-005 is suspended so that the Commission may focus its efforts on issues that are most critical in light of current wildfires and extensive Public Safety Power Shutoff (PSPS) events. A new Scoping Memo will issue shortly.

In May 2019, the Commission issued Decision (D.) 19-05-042 adopting PSPS communication and notification guidelines (among other guidelines) in preparation for the 2019 wildfire season. The guidelines adopted in D.19-05-042 built upon those set forth in Resolution ESRB-8,¹ which remain in effect unless specifically superseded by those adopted in D.19-05-042.

On August 14, 2019, then-assigned President Picker released the Phase 2 Scoping Memo and Ruling (Scoping Memo) to address additional issues that were unable to be considered in Phase 1. The Scoping Memo divided Phase 2 into two separate tracks and noted that Track 1 issues would be addressed on an

¹ The Commission adopted Resolution ESRB-8 on July 12, 2018.

expedited basis. Parties submitted opening comments/proposals on Track 1 issues on September 17, 2019 and responses on October 15, 2019.

Since issuance of the Phase 2 Scoping Memo, the utilities have called many PSPS events, several of which have been widespread and have resulted in a loss of power to over 2 million individuals per event. Meanwhile, wildfires continue to flare across Northern and Southern California. On October 18, 2019, the Commission held an emergency meeting on Pacific Gas and Electric Company's planning and execution of recent PSPS events in Northern California. Following that meeting, the Commission, on October 28, 2019 issued a press release (Attachment A) setting forth steps the Commission will take to ensure that "the state's experience this year with PSPS is not repeated."² Included in those actions is a commitment to re-examine the PSPS guidelines adopted in Resolution ESRB-8 and D.19-05-042 and how the utilities deploy PSPS.

In order to refocus the direction of the proceeding to address the pressing issues before us, President Batjer will issue an amended Scoping Memo and Ruling in the near future. As such, the procedural schedule and scope in the August 14, 2019 Scoping Memo is suspended. All previously submitted filings in response to the August 14, 2019 Scoping Memo will remain part of the record of R.18-12-005.

IT IS RULED that:

1. The procedural schedule and scope adopted in the August 14, 2019 Assigned Commissioner's Phase 2 Scoping Memo and Ruling is suspended.

² CPUC October 28, 2019 Press Release: CPUC Takes Decisive Actions to Hold Utilities Accountable and Increase Public Safety.

2. All previously submitted filings in response to the Assigned Commissioner's Phase 2 Scoping Memo and Ruling remain part of the record of Rulemaking 18-12-005.

Dated November 1, 2019, at San Francisco, California.

/s/ MELISSA K. SEMCER

Melissa K. Semcer
Administrative Law Judge

R.18-12-005 UNC/lil



FILED

11/01/19
11:40 AM

ATTACHMENT A



California Public Utilities Commission
505 Van Ness Ave., San Francisco

FOR IMMEDIATE RELEASE

PRESS RELEASE

Media Contact: Terrie Prosper, 415.703.1366, news@cpuc.ca.gov

CPUC TAKES ADDITIONAL DECISIVE ACTIONS TO HOLD UTILITIES ACCOUNTABLE AND INCREASE PUBLIC SAFETY

SAN FRANCISCO, October 28, 2019 – After another unprecedented series of Public Safety Power Shut-offs (PSPS) and historic wind events creating red flag warnings throughout much of the state, the California Public Utilities Commission (CPUC) today is taking additional urgent actions focused on public health and safety to drive down risks of ignitions from utility infrastructure, risks that result from power loss, and the disruption to communities and commerce.

Grounded in the mandate established by [Assembly Bill 1054](#) and building on a [letter](#) CPUC President Marybel Batjer sent to Pacific Gas and Electric Company (PG&E) on October 14, 2019, as well as the results of a CPUC Emergency Meeting held to question PG&E on October 18, 2019, the CPUC will take a number of steps to ensure that the state's experience this year with PSPS is not repeated. Those actions include:

- **Launching a Formal Investigation:** The CPUC's Safety and Enforcement Division will ask CPUC Commissioners in the next 30 days to open an investigation (formally known as an Order Instituting Investigation) of the 2019 PSPS events, utility compliance with CPUC regulations and requirements, any resulting violations, and potential actions to ensure utilities are held accountable.
- **Immediate Re-Examination of How Utilities Use PSPS:** To prevent widespread PSPS events by the next fire season, President Batjer is issuing a new Ruling to reexamine the current PSPS protocol and the use of PSPS by investor-owned utilities. This includes an examination of actions that utilities can take in the next six months to minimize impacts of



future PSPS events by increasing grid redundancy, segmentation, and equipment hardening.

- **Ensuring Additional Consumer Protection:** The CPUC will ensure that for PSPS events, the utilities do not collect from their customers the charges that are a part of every customer's bill so that customers are not charged for services they do not receive during PSPS events.
- **Expanding Wildfire Mitigation Plans for Immediate Impact:** President Batjer will direct the utilities to expand their upcoming 2020 Wildfire Mitigation Plans to focus on increasing the safe performance of utilities, reduce the need for PSPS events, create more resilient communities, and provide results before the next wildfire season.
- **Enlist New Technology Partnerships:** The CPUC will pull together a panel of experts to use data modeling and other advanced technologies to identify specific projects that can be implemented in coming months to minimize the use and scope of PSPS events next fire season. This team of experts will also analyze the effectiveness of utility mitigation plans and evaluate past PSPS events.

“The state cannot continue to experience PSPS events on the scope and scale Californians have experienced this month, nor should Californians be subject to the poor execution that PG&E in particular has exhibited,” said President Batjer. “Through the actions announced today, as well as other steps under our regulatory purview, the CPUC will demand that utilities prepare for and execute PSPS events in a way that greatly reduces impacts on Californians.”

To learn about other actions the CPUC has taken regarding PSPS and to access utility PSPS reports, please visit www.cpuc.ca.gov/PSPS.

The CPUC regulates services and utilities, safeguards the environment, and assures Californians' access to safe and reliable utility infrastructure and services. For more information on the CPUC, please visit www.cpuc.ca.gov.

###





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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 12, 2019

TIME REQUIRED

SUBJECT Closed Session - Human Resources

**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): Steve Barwick, Stacey Simon, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 12, 2019

TIME REQUIRED

SUBJECT Closed Session -- Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 1. Existing Facts and Circumstances: Return of Water to Mill Creek by Southern California Edison, Mono Lake Committee, et al.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Jason Canger

PHONE/EMAIL: (760) 924-1712 / jcanger@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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--

History

Time	Who	Approval
11/6/2019 12:54 PM	County Administrative Office	Yes
11/6/2019 12:01 PM	County Counsel	Yes
11/7/2019 8:38 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 12, 2019

TIME REQUIRED

SUBJECT Closed Session - Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 1. Existing Facts and Circumstances: Withdrawal from Owens Valley Groundwater Authority Joint Powers Agreement.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Jason Canger

PHONE/EMAIL: (760) 924-1712 / jcanger@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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--

History

Time	Who	Approval
11/6/2019 12:54 PM	County Administrative Office	Yes
11/6/2019 12:01 PM	County Counsel	Yes
11/7/2019 8:38 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 12, 2019

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Stacey Simon, Jason Canger

SUBJECT Closed Session - Existing Litigation

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: United States, Walker River Paiute Tribe v. Walker River Irrigation District, U.S. District Court of Nevada, Case No. 3:73-cv-00127-MMD-WGC

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Jason Canger

PHONE/EMAIL: (760) 924-1712 / jcanger@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
11/6/2019 4:44 PM	County Administrative Office	Yes
11/6/2019 2:18 PM	County Counsel	Yes
11/7/2019 8:38 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 12, 2019

Departments: Public Works

TIME REQUIRED 30 minutes

PERSONS APPEARING BEFORE THE BOARD Justin Nalder

SUBJECT Conway Ranch Grazing Request for Proposal

AGENDA DESCRIPTION:

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

Receive staff presentation on Conway Ranch Cattle Grazing Request for Proposal.

RECOMMENDED ACTION:

Approve publication of Conway Ranch Cattle Grazing Request for Proposal.

FISCAL IMPACT:

None.

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
Conway Ranch Grazing RFP
Conway Ranch Grazing Management Plan
Conway Ranch Soil Report
Mattly Ranch Soil Report

History

Time	Who	Approval
11/6/2019 4:44 PM	County Administrative Office	Yes

11/8/2019 10:27 AM

County Counsel

Yes

11/7/2019 3:51 PM

Finance

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • FAX 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: November 12, 2019
To: Honorable Board of Supervisors
From: Justin Nalder, Solid Waste Superintendent / Environmental Manager
Subject: Conway Ranch Cattle Grazing RFP

Recommended Action:

Receive staff presentation on Conway Ranch Cattle Grazing RFP; approve publication of Conway Ranch Cattle Grazing RFP.

Fiscal Impact:

None.

Discussion:

The County's acquired the Conway Ranch properties in 1998 and 2000, and since that time the property has been used for grazing, aquaculture, and has provided for open space preservation, wetlands enhancement, habitat preservation, and other environmental goals.

A Conservation Easement for the property was executed in December 2014 with the Eastern Sierra Land Trust (ESLT), which provides important guidelines for activities that can occur on the property in the future, and guidance on how those activities should occur.

Aquaculture activities ceased in 2014, and the historic sheep grazing activities were halted by the Board in March 2017 due to concerns over potential impacts to Sierra Nevada Bighorn Sheep.

Since that time, the Board has directed staff to investigate the potential of cattle grazing on the property. An informal request for information was distributed to potential cattle grazers in Fall of 2017, which asked respondents for conservation-focused grazing proposals. The concepts in those proposals helped inform work by the Natural Resources Conservation Service (NRCS), which performed a variety of studies at Conway Ranch in 2018 and culminated in a conservation-focused Grazing Management Plan, issued in August 2018.

The Conservation Easement with ESLT allows for cattle grazing, so long as the conservation values are preserved in the process. Cattle Grazing has been identified as an appropriate management tool which can enhance conservation goals when conducted properly.

Submitted for Board consideration as Attachment A is the Request for Proposals for Cattle Grazing on Conway and Mattly Ranch (RFP). The RFP directly references the Conway and Mattly Ranches Livestock Grazing Management Plan developed by the NRCS, which in turn was informed by the Custom Soil Resources Reports for Conway and Mattly Ranch.

The permitted grazing areas of the both ranches are clearly defined in such a manner that will not adversely impact riparian corridors or prevent public access to trails. Additionally, when considering cattle grazing, there would be annual revenues based on cattle stocking rates. The stocking rates are limited in total numbers and allowable seasons which has been determined to yield the highest benefit to the system.

In order to preserve the current conditions of the ranches, they must be managed (irrigated) specifically to preserve those conditions. If not, the natural process of biological succession will eventually revert most of the acreage back to sagebrush steppe. Since the decision was made to terminate sheep grazing, several seasons of meadow growth have passed. With each passing season the vegetation stacks upon itself and creates a higher risk for fire hazard. Additionally, to maintain the meadow and riparian systems during these years, a regular and thorough irrigation schedule has been conducted by County staff. Irrigating is a much more time-consuming endeavor than it may seem on the surface with irrigation box and gate maintenance, vegetative clearing and ditch maintenance just to name a few chores of the task. Much of this work would be assigned to the grazing lessee should an Agreement be pursued.

The RFP emphasizes that the highest level of priority is placed on best management practices for conservation.

If you have any questions regarding this item, please contact me at 760-932-5453.

Respectfully submitted,



Justin Nalder
Solid Waste Superintendent / Environmental Manager

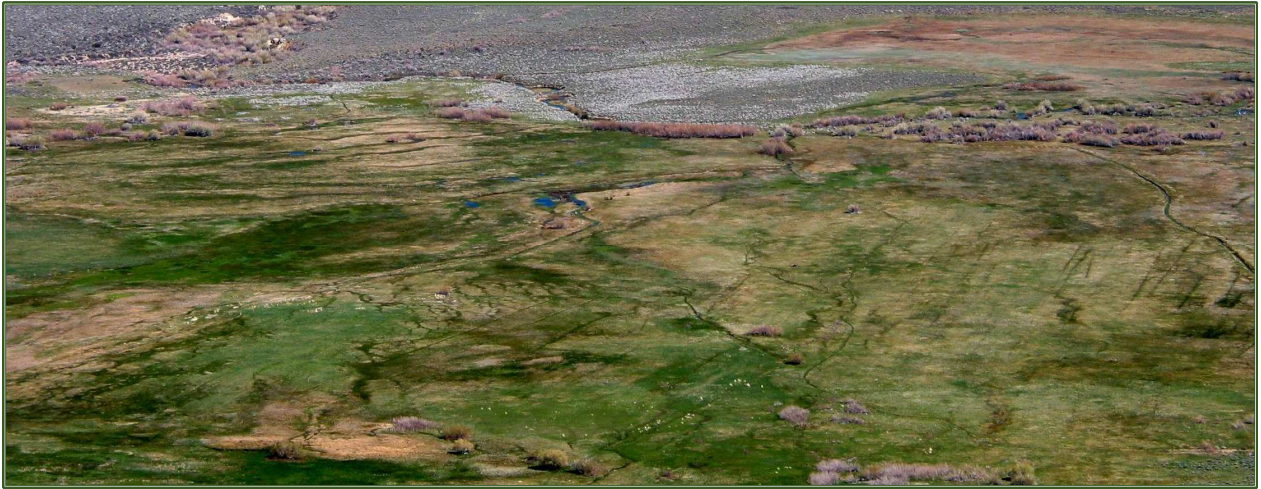
Attachments:

- A. Cattle Grazing on Conway and Mattly Ranch Request for Proposals
- B. Conway and Mattly Ranches Livestock Grazing Management Plan
- C. Custom Soil Resources Report for Conway Ranch
- D. Custom Sol Resources Report for Mattly Ranch

County of Mono



PO Box 696
Bridgeport, CA 93517



REQUEST FOR PROPOSALS for CATTLE GRAZING ON CONWAY AND MATTLY RANCH

November 12, 2019

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Exhibit B – Conservation Easement
Exhibit C - Livestock Grazing Management Plan (LGMP)

GENERAL INFORMATION

Introduction

The County of Mono is seeking proposals from qualified individuals to provide resource management services in the form of cattle grazing, on approximately 500 acres of the Conway and Mattly Ranch (CMR). The CMR is located in central Mono County, on the northwest end of the Mono Basin. The area under consideration for lease includes 300+ acres of irrigated meadow, and 200 acres of upland sagebrush habitat.

These properties were acquired with conservation/habitat grant funding in 1998, and a Conservation Easement with the Eastern Sierra Land Trust was placed on the property in 2014.¹ Since 1998, the land has been grazed consistently by domestic sheep. In March of 2017, due to concerns over disease transmission between domestic sheep and endangered Sierra Nevada Bighorn Sheep, the Board of Supervisors decided not to continue the lease for sheep grazing, and the County is now interested in proposals for cattle grazing.

Any resulting lease is anticipated to be for up to a ten-year term, which would be subject to termination should the terms of the lease and/or the conservation values not be upheld. The County recognizes the need for a long-term agreement in order an operator to recoup the investment in fencing that will be necessary with a transition from sheep to cattle.

Qualified operators will have the interest and experience to cooperate in achieving objectives to protect and enhance the conservation values of the CMR, as articulated in the Conservation Easement (Exhibit B). The County is interested in working with cattle owners who can implement grazing practices as established in the Livestock Grazing Management Plan (LGMP), attached hereto as Exhibit C, that will also succeed in meeting the wildlife habitat and special status species needs of CMR. These habitat needs are the primary consideration, and any grazing activities should complement and enhance them to the extent possible.

The primary goal is to contract with a cattle operator whose livestock operation will focus on maintaining and improving biodiversity and related habitat. The County envisions the project as an economically sustainable operation that is simultaneously beneficial to the environment and reflects a commitment to the habitat and wildlife benefits of the CMR.

Ideal Lessees will:

- 1) have a high acceptance of and appreciation for native wildlife species on cattle ranches
- 2) support wildlife restoration projects on their own property
- 3) be willing and able to participate in scientific studies
- 4) be willing and able to help create and support public recreation opportunities
- 5) be willing and able to operate with wildlife friendly fences and harvest practices
- 6) be willing and able to test new methods to reduce cattle/wildlife conflicts

¹ For additional information, visit: <http://www.monoCounty.ca.gov/facilities/page/conway-ranch-conservation-easement>

- 7) have a history of supporting environmental conservation efforts related to wildlife, water, and soil
- 8) have the experience and knowledge to successfully manage a cattle grazing operation in a manner which ensures rangeland and riparian health
- 9) be willing to provide financial information to demonstrate the lessee has the financial capability to meet the terms of the lease

CEQA Environmental Review

Upon selection of a preferred proposal and operator, the County will perform requisite environmental analysis of the project, pursuant to the California Environmental Quality Act (CEQA). This environmental review will be based on the project as described in the LGMP, which would become an integral part of any subsequent lease.

Depending on the level of environmental analysis that is deemed necessary, the Board will determine whether the cost should be borne by the grazing operator or by the County. If borne by the operator, it is understood that this cost will influence any proposed lease revenue to the County and respondents will have the opportunity to revise the proposed lease payment or to withdraw their proposal. For the purposes of proposals, respondents should assume that the County will perform and fund the necessary CEQA analysis.

Once complete, the Board of Supervisors will consider whether to approve the CEQA document and enter into a lease. Until the CEQA process is complete, there is no commitment, implied or otherwise, by the County to enter a lease.

Insurance

Proposers should be advised that the selected grazing operator will be required to provide proof of insurance determined necessary and appropriate to the Mono County Risk Manager as a part of any contract executed pursuant to this request for proposals.

Scope of Work

Grazing operators will be expected to accurately and thoroughly implement grazing activities in accordance with the LGMP.

In addition to implementing the LGMP, the operators will also be responsible for irrigation duties. This includes performing water diversions in accordance with the County's water rights and making determinations on the appropriate irrigation schedules and adjustments to maintain the conservation values and provide for livestock needs.

Lessee will be required to perform installation of fencing around all grazing areas as well as provide improvements throughout the range. This includes, but is not limited to, the maintenance of any fencing, access roads, and irrigation infrastructure as necessary.

Only the lessee's cattle, appropriately marked with the lessee's brand or other legal markings, are authorized to inhabit the leased area.

Description of Lease Boundaries

The two Lease Areas comprise approximately 500 acres, as illustrated in **Exhibit A**. The boundaries as proposed incorporate logical natural boundaries such as access roads, highways, and water features where it is anticipated fences would be erected. In the future, the County's lessee may request to expand the lease areas (within the County's property boundaries) to include additional grazable areas. Such expansion would require additional environmental analysis if/when proposed. For the purposes of this RFP, the lease areas as shown in **Exhibit A** represent the extent of the project.

Grazing Infrastructure

The grazing infrastructure at Conway Ranch is very limited at this time. There are established corrals but they are not in functioning condition, and would require significant improvement if they were to be used. The operator must repair, refurbish existing grazing infrastructure, or provide their own infrastructure as necessary for their operation. This infrastructure may be temporary or permanent in nature, although the methods must adhere to the LGMP to enable appropriate environmental review. Let down fencing is preferred to minimize impacts on Sage Grouse. The County may assist the successful lessee in pursuing available grant funding for these improvements, however, it should not be factored into costs for the proposal. Such grant opportunities are known to exist through the NRCS, as well as other state and federal agencies that offer funding for wildlife-friendly infrastructure and projects that focus on habitat improvements.

Depending on the details of your proposal, the payment of prevailing wages for any construction, alteration, demolition or repair work, registration of the contractor performing the work with the Department of Industrial Relations (DIR), and compliance monitoring by DIR may apply.

AUMs and Lease Pricing

Initial stocking rate will allow for up to 168 AUM's (cow/calf pair= 1 Animal Unit) for a four-month grazing period on the Conway Ranch and up to 102 AUM's for a one month period on the Mattly Ranch. These are conservative figures that will be implemented during the first grazing year with the potential to increase to 275 AUM's for Conway and 155 AUM's for Mattly depending on forage production.

Because lease pricing is linked to the number of AUMs, as well as the cost associated with necessary range improvements, the first year under lease will be at no cost in order to facilitate needed infrastructure. At the end of the lease agreement fencing infrastructure will be retained as County property. Respondents are encouraged to develop an environmentally sustainable proposal, with lease payments a secondary consideration.

INSTRUCTIONS TO APPLICANTS

Property Tours

The CMR is open to the public, and interested parties are free to visit the proposed lease area. All proposed lease areas have unrestricted (non-motorized) access, and respondents are encouraged to walk the property and investigate the available resources and infrastructure as necessary to inform their response. Individual property tours to answer questions relating to past grazing and irrigation practices as well as detail on the available infrastructure, may be arranged by contacting Justin Nalder, jnalder@mono.ca.gov or 760-932-5453.

Proposal Requirements

All proposals shall be type-written, and limited to no more than 30 pages total. Any information that Applicant claims is "confidential" or "proprietary" shall be marked as such. Each applicant shall submit the following information in their proposal:

1. Statement of Applicant

The statement shall identify the name of the applicant. If the applicant is a joint venture, partnership, corporation or other entity other than an individual, the applicant shall include a description of its ownership structure, the names of the individual officers, partners, or joint venturers, and evidence of the applicants' qualifications to do business in the State of California.

2. Experience and Operations

A concise, written summary, in narrative form, of the applicant's experience and operations shall be provided. The summary should include the location, scope, and management of past and current ranching operations, which may be supported by photographs, maps, and other documentation that provides evidence of the applicant's grazing management experience and operations.

3. Proposed Grazing Plan

A written grazing plan shall be provided that describes how the applicant intends to operate the proposed lease area. The narrative should address the proposed approach to the following:

- The number and kind of livestock (cow-calf, bulls, replacement heifers, yearlings)
- Turn-in and turn-out dates
- Approach to livestock management for resource conservation and enhancement
- Necessary rangeland improvements (fencing, water development)
- Staffing of management and operations
- Integrated pest management practices (weeds, rodents)
- Management of riparian and wetland areas
- Livestock health and supplemental feeding practices
- Range monitoring practices
- General availability and ability to respond to emergencies
- Approach to managing grazing operations in lands open to the public for recreational purposes
- Proposed vegetation planting which contributes to habitat improvement and biodiversity

4. Financial Qualifications

Written evidence of the applicant's ability to make timely rent payments and carry out the obligations of the grazing plan shall be provided. This evidence may include federal or state tax returns, certified financial reports, or a certified statement of financial condition (e.g. asset liability balance sheet) for each individual or entity that will be a signatory to the grazing lease. "Certified" as used above shall mean certified as true and correct by an officer of the applicant, and does not mandate an audit or certification by a certified public accountant.

5. Supplemental Questions

1. Have you worked on properties where Conservation Easements exist? Explain how your operation will comply with the Conservation Easement.
2. Will your proposal incorporate community benefits and/or education into your operation? If so, how?

Submittal and Deadline

Submittals are due to the County by **3:00 p.m., December 17, 2019.**

They can be hand-delivered or mailed to the following address:

**Mono County Public Works
c/o Justin Nalder
74 North School Street
PO Box 696
Bridgeport, CA 93517**

EVALUATION AND SELECTION

Evaluation Process

Upon receipt of the proposals, a selection committee formed by the County staff shall evaluate and rank the applicants based on the criteria described below. The top 2 applicants may be contacted for an interview. Said applicants should make themselves available for such interview appointments sometime during the months of December 2019 and January 2020.

Following interviews, the selection committee will rank the proposals. Once received, the proposals will be presented to the board of Supervisors for their direction and consideration. Following Board direction, the CEQA initial study will begin. Following the Initial Study and any further CEQA review, the proposal will be recommended to the County Board of Supervisors for approval along with certification of the CEQA document.

Formal award of any lease shall be at the sole discretion of the County Board of Supervisors as discussed in more detail in the Additional Information section, below. The successful applicant will be required to execute and deliver the grazing lease to the County following Board approval. In the event a successful applicant fails to execute the lease or otherwise comply with requirements, the County may reject the successful applicant and select a different applicant.

Selection Criteria

All proposals will be evaluated in accordance with the following criteria (100 points total):

1. Experience and operations (20 points)
2. Proposed management practices (20 points)
3. Conservation, preservation and enhancement strategies (30 points)
4. Maintenance and improvement plans (10 points)
5. Lease Payments (10 points)
6. Financial ability (5 points)

The selected applicant will be chosen primarily on the basis of his or her apparent ability to best meet the overall rangeland management expectations of the County. The County will be the sole judge as to which applicant offers the greatest benefit to the County. The County reserves the right to reject any and all proposals, waive or correct any minor irregularities in a proposal, request further information, terminate failed negotiations, and to eliminate, or reject a proposal as non-responsive.

Additional Information

11/12/19

CONWAY AND MATTLY RANCH GRAZING RFP

Notwithstanding anything to the contrary herein, this is a request for proposals only. The County reserves the right to reject any and all proposals for any reason whatsoever. By submitting a proposal the applicant waives all rights against the County and its agents, employees, and representatives relative to the RFP process and the costs of submitting a proposal. No officer or employee of the County has authority to represent the agency in entering into a lease unless and until a resolution of the County Board of Supervisors has been duly passed approving the lease and authorizing the transactions contemplated thereby. No lease shall be effective unless and until it has been approved by the County Board of Supervisors in its sole and absolute discretion. Applicants also understand and agree that under the California Public Records Act ("CPRA") (Gov. Code section 6250 et seq.) all records, information and materials submitted to the County in connection with this Request for Proposals will be available for public inspection immediately after the lease has been awarded. Reference is made to the CRPA for additional information regarding required disclosures. If Applicant believes that certain information is exempt from public disclosure, Applicant may mark that information as CONFIDENTIAL or PROPRIETARY. County will endeavor to notify applicant if such information is requested as part of a Public Records Act request. Applicant (not County) will be solely responsible for obtaining a protective order or other relief from a court of law to prevent the disclosure of such records under the CPRA. County shall not be liable for the disclosure of any information marked CONFIDENTIAL or PROPRIETARY.

EXHIBIT A

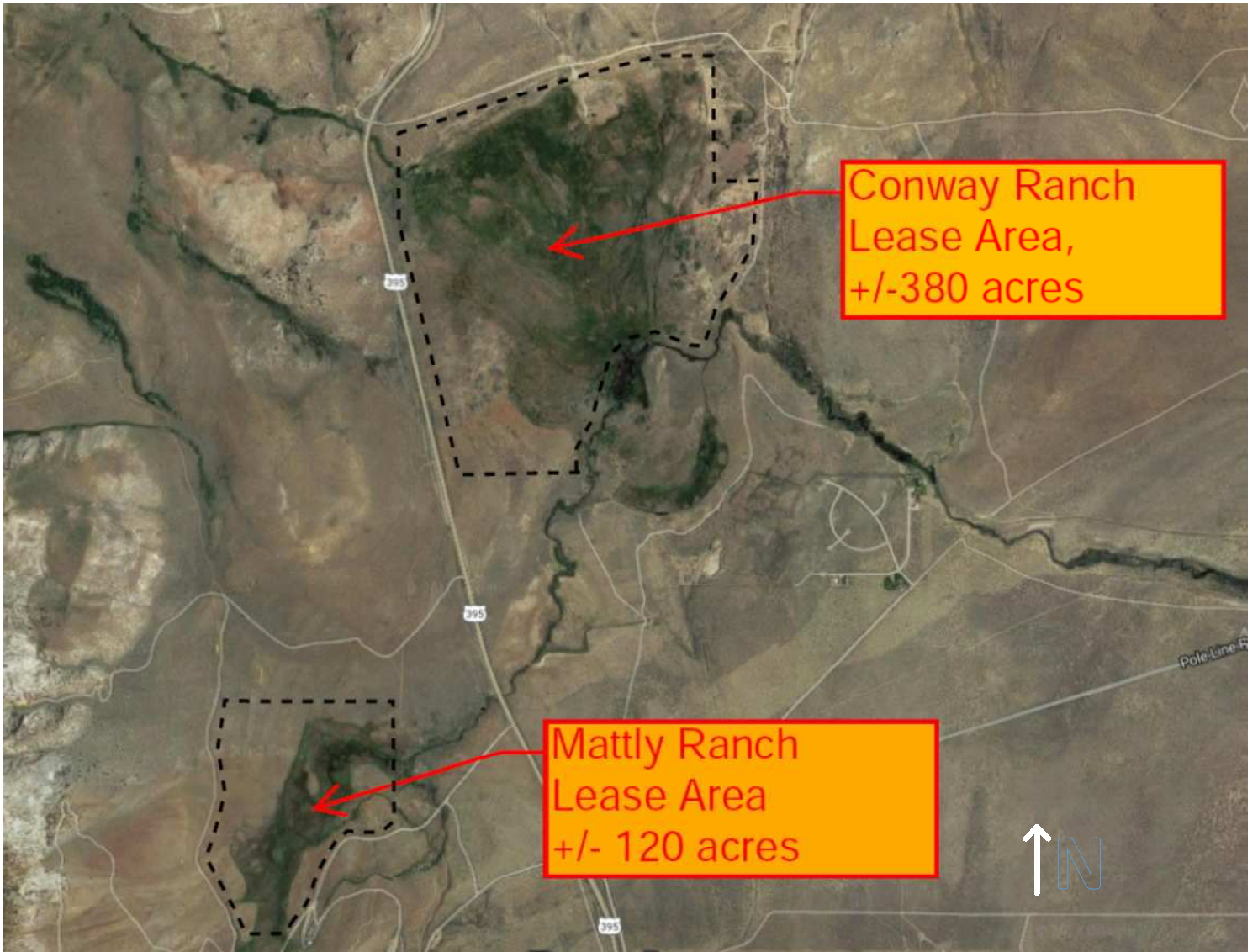


EXHIBIT B

EXHIBIT C

Conway and Mattly Ranches

Livestock Grazing Management Plan



Prepared by:

Trina Johnson – Soil Conservationist

Minden Field Office, Minden NV

Patti Novak-Echenique – State Rangeland Management Specialist

Reno State Office, Reno, NV

Assistance provided by:

Tony Dublino – Assistant Mono County Administrative Officer

August 2018



Conway and Mattly Ranches, Mono County, California

Livestock Grazing Management Plan

Introduction

The Conway and Mattly Ranches, approximately 808 acres, were acquired by Mono County, California in two transactions, one in 1998 and one in 2000. The County purchased the ranches because of their high conservation values including wetlands, wildlife habitat, and forage resources as well as scenic, open space, public access and historic values. The Eastern Sierra Land Trust holds a Conservation Easement on both ranches to permanently protect these important values. The Conway Ranch Conservation Easement Management Plan specifies that the purpose of the plan is to manage the property as a sustainable working landscape, compatible with protection of conservation values.

Site Description

The Conway and Mattly Ranches are located in Mono County, California and encompass approximately 808 acres of irrigated native meadows, wetlands, riparian habitat and sagebrush scrub. The Conway Ranch comprises approximately 648 acres and the Mattly Ranch is approximately 160 acres (Appendix A). Adjacent landowners include the Bureau of Land Management, State of California, Los Angeles Department of Water and Power, Southern California Edison and eight privately owned parcels as part of a planned subdivision.

Goals

Management goals are to balance the traditional use of livestock grazing with important wildlife habitat, recreational, scenic and historic values. These goals are consistent with the Conservation Easement goals below:

- 1) Ensure the property will be retained forever in its relatively natural, scenic, and open-space condition and that the conservation values will be protected;
- 2) Protect plant, wildlife species and habitat, such as wildlife migration corridor, resident wildlife, songbirds, waterfowl, plant and butterfly species;
- 3) Protect surface and groundwater resources and the wetlands, meadows, riparian habitats, and perennial freshwater springs that they support;
- 4) Protect open space and scenic resources;
- 5) Protect historic resources, including homestead, ranch buildings, corrals and Native American cultural resources;
- 6) Allow for public access for compatible recreation and educational purposes; and
- 7) Protect connectivity to other public and protected open space properties.

Current Condition and Resource Concerns

Important resource concerns identified during the field resource inventory in June 2018 include irrigation efficiency, operation and maintenance of structural improvements, presence of invasive weeds, and reduced plant productivity due to excessive litter accumulation. Fencing is minimal and is in disrepair. There are remnants of cross-fencing on the Conway Ranch. There are no livestock water developments on either ranch and there is an old corral and other historic structures on the Conway Ranch.

Management History

The Conway Ranch was homesteaded in 1872 and the Mattly Ranch was homesteaded in 1894. Water, diverted from Mill Creek and Virginia Creek, was used irrigate the native meadows in order to grow hay and other crops and graze horses and cattle. After passing through several owners, John Conway purchased the 900 acre ranch in 1903. The Conway family raised cattle on the ranch and later leased the ranch to the Saldubehere brothers who grazed sheep. Most recently, the Conway and Mattly ranches were grazed by sheep. Sheep were herded and watered in the ditches and creeks. Sheep grazing was terminated by the County in 2017 because of concerns with proximity to a Sierra Nevada bighorn sheep population.

Forage Resources

The Natural Resources Conservation Service (NRCS) divides rangeland landscapes into ecological sites for the purposes of inventory, evaluation, and management. An ecological site, as defined for rangeland, is a distinctive kind of land with specific physical characteristics that differs from other kinds of land in its ability to produce a distinctive kind and amount of vegetation (USDA-NRCS 2003). Ecological sites represent a basis for data collection and interpretation, permitting their extrapolation to other areas and predicting the effects of management practices. Ecological sites are mapping units that provide information for ranchers and rangeland managers about ecological conditions, estimations of forage production, and carrying capacity.

The dominant ecological sites on the Conway and Mattly ranches are Wet Meadow (R026XF010CA), Gravelly Coarse Loamy 8-12" (R026XF004CA) Streambank (R026XF018CA), and Dry Meadow (R026XY055NV). Dominant plant species of the Wet Meadow ecological site include sedge (*Carex* spp.), tufted hairgrass (*Deschampsia caespitosa*), mountain rush (*Juncus arcticus*), beardless wildrye (*Leymus triticoides*) and Sandberg bluegrass (*Poa secunda*). Potential production ranges from 2000 to 4000 lbs/ac. The Gravelly Coarse Loamy ecological site is dominated by mountain big sagebrush (*Artemisia tridentata* ssp. *vaseyana*), antelope bitterbrush (*Purshia tridentata*), Indian ricegrass (*Achnatherum hymenoides*), needleandthread (*Hesperostipa comata*), and lupine (*Lupinus* sp.). Potential production ranges from 500 to 900 lbs/ac. The Streambank ecological site is dominated by an overstory of yellow willow (*Salix lutea*) and an understory of sedges, grasses and grass-like plants. Potential production ranges from 5000 to 6500 lbs/ac. Dominant plant species of the Dry Meadow include Douglas' sedge (*Carex douglasii*), mountain rush (*Juncus arcticus*), mat muhly (*Muhlenbergia richardsonis*) and Nevada bluegrass (*Poa secunda*).



Wet Meadow Ecological Site (R026XF010CA)



Gravelly Coarse Loamy 8-12" P.Z. Ecological Site (R026XF004CA)



Streambank Ecological Site (R026XF018CA)



Dry Meadow Ecological Site (R026XY055NV)

Stocking Rates

Annual forage production data was collected in the summer of 2018 at six study areas on the Conway Ranch and two study areas on the Mattly Ranch. Photos, GPS points, range inventory worksheets (ECS-01's), and production data sheets were collected. The production data collected was then used to estimate available forage in AUMs (Table 1). The total acres were approximated based on the Mono County ecological site map layer. The production estimate was calculated using the 2018 production data and a 65 percent harvest efficiency for the irrigated meadows (Wet and Dry Meadow) and 50 percent harvest efficiency for the Gravelly Coarse Loamy (sagebrush scrub) ecological site. Harvest efficiency is the percentage of forage that is consumed by an animal (reference Technical Note No. 73). It is the utilization percentage minus the amount of forage lost to weather, insects, and trampling. The production (pounds per acre) was rounded up to the nearest whole number. Table 1 contains the production data collected during June 2018 and shows a snapshot in time of what the pastures can yield in forage production in average to above average production years.

Forage production data from 2018 and potential production data from the ecological site descriptions were used to estimate animal unit months (AUM) and calculate initial stocking rates. An animal unit (AU) is considered one mature cow of approximately 1,000 pounds and a calf less than six months of age. The National Range and Pasture Handbook lists the forage requirement for an animal unit at 30 pounds oven-dry weight per day per animal unit or approximately 912 pounds of forage per month (USDA- NRCS 2003).

The initial stocking rate for the Conway Ranch property for a four-month grazing season is 168 cow/calf pairs. Potential stocking rate for a four-month grazing period is 275 cow/calf pairs.

TABLE 1: 2018 Conway Ranch Forage Production Data							
Ecological Site	Acres	2018 Useable Forage Production (lbs/ac)	AU/acre	AUM's	Potential Forage Production (lbs/ac)	AU/acre	AUM's
Wet Meadow	361	~2400	1.7	614	4000	2.85	1029
Gravelly Coarse Loamy 8-12	150	~350	0.19	29	400	0.22	33
Streambank	10	~4300	3	30	5000	4	40
Total				673			1102

The initial stocking rate for the Mattly Ranch property for a one-month grazing season is 102 cow/calf pairs. Potential stocking rate for a one-month grazing period is 155 cow/calf pairs.

TABLE 1: 2018 Mattly Ranch Forage Production Data							
Ecological Site	Acres	2018 Useable Forage Production (lbs/ac)	AU/acre	AUM's	Potential Forage Production (lbs/ac)	AU/acre	AUM's
Wet Meadow	30	~2400	1.7	51	4000	2.85	86
Gravelly Coarse Loamy 8-12	100	~350	0.19	19	400	0.22	22
Dry Meadow	30	~1500	1.07	32	2200	1.57	47
Total				102			155

¹Average Forage Production x (65% Harvest Efficiency) = AU/acre
(912 lbs./AUM)

³AU/acre x Acres = AUM

²Average Forage Production x (50% Harvest Efficiency) = AU/acre
(912 lbs./AUM)

Grazing System and Season of Use

The planned grazing system for the ranches is a rotational system with 3 to 4 pastures with one herd, either cow/calf pairs or dry cows. Rotational grazing involves using more than one pasture, grazed in a sequence followed by a rest period for recovery and regrowth of the grazed forage. The intensity of a rotational grazing system generally increases as more pastures are created.

The grazing period will be approximately four months (i.e. early June to early October), depending on recent weather and growing conditions. Livestock movements will be based on grazed height of forage plants and rest periods for recovery. The rotational system will be coordinated with the irrigation schedule to allow at least a 3-day dry-out period after irrigation.

- Begin the grazing season when the key forage species reaches the appropriate height (Table 3), typically mid-May to early June. **Move livestock before minimum height is reached on the majority of the forage.** *When defoliation is limited to only 50 to 65 percent of the growth present, root growth is not significantly reduced, and leaf regrowth will be fairly rapid.* If irrigation water is available, irrigate fields immediately after grazing to encourage regrowth. Rest fields between 20 to 30 days, depending on rate of growth of key species. If sufficient regrowth occurs, resume grazing when forage is 6 to 8 inches in height and end grazing at 3 to 4 inches in height, depending on key species in each pasture.

Conservation Practices

The USDA-Natural Resources Conservation Service (NRCS) has developed science-based tools and conservation practices that address resource concerns. The NRCS conservation practices (CP) that are needed to implement this grazing plan and address identified resource concerns include: Prescribed Grazing (CP 528), Spring Development (CP 574), Pipeline (CP 516), Watering Facility (CP 614), Fence (CP 382), Waterspreading (CP 640), Integrated Pest Management (CP 595) and Herbaceous Weed Treatment (CP 315).

A. Prescribed Grazing Management

Prescribed Grazing is defined as the controlled harvest of vegetation with grazing or browsing animals. Prescribed Grazing helps ensure that forage use does not exceed the production limitations of the forage being grazed to the extent that forage health, soil erosion/condition, water quality and animal health are affected negatively. Grazing systems are used to accomplish this goal and may be used to control the forage, the animals or both. Successful implementation of a grazing system requires periodic monitoring and adjustments of forage or livestock to ensure that goal is met.

The effect of herbivory on plants is a function of the time, duration, and intensity of grazing (Briske and Richard 1995). Time refers to the annual plant life cycle and when herbivory takes place. Duration is the length of time over which the herbivory occurs. Intensity is a measure of the amount of plant material removed by herbivory and is normally separated by current year's growth and previous year's growth. There are some general principles that relate to the three factors and should be a component of any prescribed grazing system:

- 1) Keep early defoliation periods short or delay initial defoliation:
- 2) Ensure adequate leaf area on grasses and grass-like plants remain at the end of the grazing period;
- 3) Ensure adequate growth of woody stems on shrubs remain at the end of the grazing period;
- 4) Provide adequate time between defoliation events to permit leaf area and carbohydrate reserves to build; and
- 5) Ensure adequate residual leaf area and time late in the growing season to permit carbohydrate build up and bud development.

Grazing rotation maximizes forage production by minimizing defoliation periods (grazing) and providing time for rest. During the growing season, plants produce energy for regrowth – thus the importance of leaving 3 to 4 inches of leaf growth. For plants to regrow after dormancy, they depend on reserve energy (carbohydrates) stored in the plant. This reserve energy is used for vegetative regrowth and root growth. Different plants store reserve energy in different parts of the plant. Other plants store energy in rhizomes or stolon's. Many non-rhizomatous grasses store reserve energy in the stem base near the ground. Therefore, it is important for plant health and regrowth to maintain an adequate stubble height. After grazing, the amount of remaining green leaves also has a significant effect on plant regrowth (Greene 2000). A 3 to 4-inch stubble height is recommended to maintain a healthy plant growth cycle. It is best to begin the grazing season in a different field each year, so the same field isn't grazed at the same time every single year.

Experience with the fields will help determine the best timing for rotation and guide management of the fields for optimum efficiency.

Best yields are obtained where the following management practices have been used: a) meeting the physiological requirements and facilitating reproduction of high yielding and palatable mixtures of plant species, b) proper irrigation management d) diligent weed management, e) implementing rotational grazing, and f) adding or removing animals according to available feed. Manage fields in a grazing rotation system with the following Best Management Practices:

- Avoid irrigating fields while animals are present. Irrigate pastures immediately after grazing to stimulate regrowth. Allow soil to dry (at least 3 days) to minimize forage production losses associated with trampling and soil compaction.
- Maintain sufficient residual vegetation and litter on both upland and meadow/riparian sites to protect the soil from wind and water erosion and support ecological functions.
- At the end of the grazing season, if irrigation water is available, irrigate fields after animals have been removed to encourage regrowth prior to the winter dormant period.
- Salt blocks or other supplements will be located away from riparian/wetland areas or known habitats of sensitive plants or wildlife species.

Properly managed grazing can be used to maintain a healthy and diverse vegetative community while providing varied habitat structure across the landscape. It is important to maintain or improve forb cover and tall grasses in the uplands. Timing and grazing intensity are the two factors that affect plant health and will therefore affect the long term and short term grazing objectives for livestock, sage grouse, and big game.

Key Grazing Areas and Key Forage Species:

A key grazing area is a small portion of the pasture selected because of its location, use or grazing value as a monitoring point for grazing use. It is assumed that key areas will reflect the current grazing management over the pasture as a whole. A key species is a single plant species (or in some situations two or more species) chosen to serve as a guide to the grazing use of the entire plant community. If the key species on the key grazing area is properly grazed the entire plant community will not be excessively grazed. Key species include clustered field sedge, Nebraska sedge, woolly sedge, beardless wildrye, Indian ricegrass and western needlegrass. Key areas are identified on the plan map and will be used to monitor grazing use. The stubble height method will be used to measure the height of herbage left ungrazed at any given time. Stubble height measurements are simple, quick and accurate and can be used to monitor large areas in less time than is needed with traditional utilization study methods. Table 2 provides information on the key species, key area location and guidelines on when to begin and end grazing.

Table 2 – Guide to proper grazing height based on key species

Key Area #	Key Species	Key Area Location	Average Plant Height to Begin Grazing (inches)	Phenological Stage of Plant Growth to Start Grazing	Average Plant Height to End Grazing (inches)	Regrowth Interval
CR KA#1	Nebraska sedge	38° 04' 10.92" N 119 09' 28.8" W	6	Vegetative	3	20-30 days
CR KA#2	Beardless wildrye	38° 03' 59.54" N 119 10' 48" W	8	Vegetative	4	20-30 days
CR KA#3	Clustered field sedge	38° 03' 46.15" N 119 09' 43.2" W	6	Vegetative	3	20-30 days
CR KA#4	Woolly sedge	38° 04' 16.0" N 119 09' 86.9" W	6	Vegetative	3	20-30 days
CR KA#5	Nebraska sedge	38° 03' 31.5" N 119° 09' 25.0" W	6	Vegetative	3	20-30 days
CR KA#5a	Beardless wildrye	38° 03' 37.1" N 119° 09' 32.8" W	8	Vegetative	4	20-30 days
MR KA#1	Mountain rush	38° 02' 39" N 119° 10' 29" W	4	Vegetative	3	20-30 days
MR KA#2	Indian ricegrass Western needlegrass	38° 03.032" N 119° 10.193" W	6 6	Vegetative	4 4	none

B. Fence

State of California Highway Fence along Highway 395 will need to be repaired prior to any cattle grazing. Property boundary fences (4 or 5-strand barbed) are recommended on the north and east sides of the Conway Ranch. The existing fence on the south side of Conway Ranch is in good condition. Riparian fencing is needed on both sides of Wilson Creek. A two-wire high tensile fence may be suitable for this area. The Mattly Ranch property boundary fence (4 or 5-strand fence is recommended on all sides. Fence markers to avoid sage grouse collisions should be applied every three feet around the entire perimeter of both ranches.

C. Livestock Water – Spring Development, Pipeline and Watering Facility

Historically, livestock watered from creeks, ditches and springs. On the Conway Ranch, a spring on the north end of the ranch, could be developed with pipelines and troughs to facilitate the proposed grazing system. The spring and the riparian corridor along Wilson Creek will be fenced to exclude livestock, although a fenced stream access area could provide livestock water. Livestock water on the Mattly Ranch can be supplied by the irrigation ditch or a pipeline and trough extending from the irrigation ditch.

D. Integrated Pest Management and Herbaceous Weed Treatment

Weed control is an important part of management because weeds reduce forage production, quality, and palatability of pastures. Weeds typically invade sites of uneven topography or where ground disturbance (rodent holes, fire, etc.) has taken place. They will also invade pastures that have declined as the desirable vegetation may have been grazed out. Overgrazing, low fertility and poor drainage will contribute to weed problems. Weeds are extremely competitive and invasive. Early detection, prevention and control can prevent large infestations. The most effective weed control depends on site conditions and the extent of infestation. A combination of mechanical, cultural, and chemical methods are more effective than any single method alone (Bossard et al 2000).

Integrated Pest Management includes Prevention, Avoidance, Monitoring, and Suppression techniques:

- Prevention – Activities such as cleaning equipment and gear when leaving an infested area, using pest-free seeds and irrigation scheduling to limit situations that are conducive to disease development.
- Avoidance – Activities such as maintaining healthy and diverse plant communities.
- Monitoring – Activities such as weed scouting and weather forecasting to help target suppression strategies and avoid routine preventative treatments.
- Suppression – Activities such as the judicious use of cultural, mechanical, biological and chemical control methods that reduce or eliminate a pest population or its impacts while minimizing risks to non-target organisms.

The following invasive or non-native species were documented during the range inventory:

Annual bursage (*Ambrosia acanthicarpa*) occurs near the old corrals and homestead. Annual bursage is a non-native, annual 1 to 3 feet tall. Control methods include tillage, hand pulling or hoeing or chemical application (DiTomaso et al 2013).

Bull thistle (*Cirsium vulgare*) occurs in scattered locations in the wet meadows on the Conway Ranch. Bull thistle is a non-native, biennial forb with a short, fleshy taproot and reproduces entirely by seed. Rosettes up to 3 feet in diameter will form the first year of growth. Control methods include hand pulling or hoeing before flowering, repeated mowing throughout the growing season, and/or chemical application in the rosette stage. Sheep, goats and horses will graze bull thistle early in the growing season which can prevent seed formation (DiTomaso et al 2013).

Cheatgrass (*Bromus tectorum*) occurs in disturbed areas and the sagebrush community that was burned in the Lundy Fire in 2003. Cheatgrass is a non-native, winter annual grass that germinates from late fall to early spring. Cheatgrass reproduces by seed and one plant may produce between 25 to 5000 seeds during a growing season. Seeds typically mature by middle to late June. Seeds may remain dormant for 2 to 3 years. Control methods include hand pulling or digging for several consecutive years, repeated mowing, targeted grazing, and chemical control applied in fall or early winter before soils are frozen (USDA Forest Service 2014).

Common mullein (*Verbascum thapsus*) occurs in scattered locations in the wet meadows on both ranches. Common mullein is a non-native, biennial forb with a single, stout, erect stem that can reach 6 feet tall the second year of growth. It is unpalatable to livestock due to the woolly leaves. Control methods include hand pulling before seed set, repeated mowing in the bolting to early flowering stage, and chemical application during post or preemergence (DiTomaso et al 2013).

Lambsquarter (*Chenopodium album*) occurs near the old corrals and homestead on the Conway Ranch. Lambsquarter is a non-native, summer annual with alternate leaves and erect stems up to 40 inches tall. The best control methods are hoeing, digging or hand pulling or chemical application (DiTomaso et al 2013).

Redstem filaree (*Erodium cicutarium*) occurs in scattered locations in disturbed areas near the old corrals and homestead on the Conway Ranch. Redstem filaree is a non-native, winter annual or biennial with stems 1 inch to 2 feet long. It provides valuable forage in some areas and is considered noxious only when it crowds out more valuable crops (DiTomaso et al 2013).

Russian thistle (*Salsola tragus*) occurs in scattered locations in disturbed areas near the old ranch headquarters, along roadsides and the Aquaculture area on the Conway Ranch. Russian thistle is a non-native, rounded, bushy, much branched annual, 0.5 to 3 feet tall. It reproduces by seed every year and seeds are spread as mature plants break off at ground level and are scattered by the wind. Control methods include hoeing, piling and burning to prevent seeds from being scattered. Russian thistle also provides livestock forage early in the growing season (DiTomaso et al 2013).

Tall tumbled mustard (*Sisymbrium altissimum*) occurs in disturbed areas near the old corrals and homestead on the Conway Ranch. Tall tumbled mustard is a non-native, broadleaf winter annual or summer annual, 2 to 5 feet tall. The plant often breaks off at soil level when mature and scatters seed as it tumbles in the wind. Control methods include hand digging, pulling or tillage in early spring. Frequent mowing will also prevent the plants from producing seed. Grazing in the spring is also an effective control method (Donaldson and Mazet 2010).

Wild iris (*Iris missouriensis*) occurs in small patches in the wet meadows on both ranches. Wild iris is a native perennial forb that reproduces by rhizomes and seed. Wild iris is usually avoided by livestock because of the bitter tasting leaves. Control methods include hand grubbing to remove plants and rhizomes, reducing irrigation water, or chemical application of the foliage during the early bloom stage (Donaldson and Bowers 1998).

E. Waterspreading

Waterspreading is defined as a system of dams, dikes, ditches, or other means of diverting or collecting runoff from natural channels, gullies, or streams and spreading it over relatively flat areas. The purpose is to manage runoff from natural precipitation to support desired land use goals or ecological processes. Proper water management is essential for long-lived, high yielding pastures. Forage yields are more often limited by inappropriate water management than any other single production factor. Management of irrigated pastures requires that irrigation be

coordinated with other activities such as grazing, weed spraying and fertilization. Following irrigation, proper drying periods should be followed to optimize production. Proper management can help determine when water should be applied, amount, uniformity of application, capability to control delivery and to recognize when erosion problems arise. Never graze immediately following irrigation as this will compact the soil and may damage plant roots. When possible, irrigate as soon as possible after animals have grazed the field to allow for regrowth before the dormant season (Gildersleeve et al 1993).

As the soil water content is drawn down from field capacity (100% of available water) to permanent wilting point (0% of available water) production is generally not affected until a point where production drops off. This point is commonly chosen as a Management Allowable Deficit. Soil water draw-down below 50% will result in significant forage yield losses.

Estimating soil moisture by feel and appearance is a common and simple method to assist in determining the appropriate timing and amount of irrigation water (Table 3). The feel and appearance of soils vary with texture and moisture content. Soil moisture is typically sampled in 12-inch increments to the root depth of the plants at three or more sites per field. It is best to vary the number of sample sites and depths according to crop, field size, soil texture, and soil stratification (USDA-NRCS 1998).

The soils on the Conway and Mattly ranches are primarily sandy loams and the Moderately Coarse Texture column is appropriate.

Table 3. GUIDE FOR ESTIMATING AVAILABLE SOIL MOISTURE BY THE “FEEL” METHOD

Available Soil Moisture Remaining	Coarse Texture (fine sand)	Moderately Coarse Texture (sandy loam)	Medium Texture (loam)	Fine & Very Fine Texture (clay)
0 to 25%	Dry, loose, single grained, flows through fingers	Dry, loose flows through fingers	Powdery dry, sometimes slightly crusted but easily broken down into powdery condition	Hard, baked, cracked, sometimes has loose crumbs on surface
25 to 50%	Appears to be dry, will not form a ball with pressure ¹	Appears to be dry, will not form a ball ¹	Somewhat crumbly but holds together from pressure	Somewhat pliable, will ball under pressure ¹
50 to 75%	Moist, appears to be dry, darkened color, will not form a ball with pressure ¹	Moist, tends to ball under pressure, but seldom holds together ¹	Moist, forms a ball, somewhat plastic, will sometimes stick slightly with pressure ¹	Moist, forms a ball, ribbons out between thumb and forefinger
75% to field capacity (100%)	Wet, tends to stick together slightly, sometimes forms a very weak ball under pressure ²	Wet, forms weak ball, breaks easily, will not stick ²	Wet, forms a ball, is very pliable, sticks readily if relatively high in clay	Wet, easily ribbons out between fingers, has slick feeling
At field capacity (100%)	Wet, no free water appears on soil after squeezing, wet	Wet, free water appears on soil after squeezing, medium to	Wet, free water appears briefly on soil after squeezing, medium to	Wet, free water appears on soil after squeezing,

	outline of ball is left on hand	heavy wet outline of ball is left on hand	heavy wet outline of ball is left on hand	thick soil/water coating on fingers
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¹Ball is formed by squeezing a handful of soil very firmly.

²If the ball of soil is tossed in the air one foot and caught like a baseball and breaks with less than five tosses, it is a weak ball.

Monitoring Plan

Monitoring is effective in determining whether current grazing practices and treatments are meeting the desired objectives. Monitoring data can provide indicators of change that can be used to help make adjustments to the overall grazing management. Formulating objectives and selecting monitoring sites are key steps in any monitoring plan. Developing objectives requires the following components: 1) what will be measured, 2) how much of a particular attribute is desirable, and 3) what is the time frame for accomplishing said objective.

It is recommended that all monitoring points are not marked in such a way that they attract livestock to the monitoring point. For example, it is common to mark monitoring points with fence posts which often are used by livestock and wildlife as rubbing posts. Animals may concentrate in these areas and alter actual grazing use information. The following monitoring methods will provide the needed information to make informed management decisions.

- 1) **Photo Points:** Permanent photo points have been established in designated key areas of the fields. Photos should be taken annually prior to and following grazing. Photos can show change over time in vegetation, in the short or long term. Photos will also document any changes in land use in the fields and adjacent land units. The photo point should be selected based on a goal to improve the existing condition at the photo point or to maintain an already desirable area.
- 2) **Line-point Intercept Transects:** Transects can provide changes in plant cover, species composition, and structure information, as well as soil cover. A permanent transect is installed at each key area for monitoring species composition and cover. Transects should be read every 3 to 5 years.
- 3) **Total Annual Plant Production:** Annual production sampling in each key area can be used to adjust stocking rates and grazing rotations.
- 4) **Stubble Height/Utilization:** Stubble height or utilization of key forage plants should be measured during the grazing season to determine when to rotate fields and at the end of the grazing season (Appendix E).
- 5) **Grazing Records:** Monthly records of use should be kept by the livestock operator showing the time, number of livestock, and key forage plant height before and after grazing. Body condition of cattle and weight gain of calves at the end of the season can also be recorded.
- 6) **Rangeland Health Assessments:** Rangeland health is defined as the degree to which the integrity of the soil and ecological process of rangeland ecosystems are maintained (National Research Council 1994). Annual rangeland health assessments are a qualitative assessment of rangeland conditions and assist in identifying visual concerns in the field. The attributes of rangeland health include biotic integrity, soil/site stability, and

hydrologic function. Soil/site stability is defined as the capacity of an area to limit redistribution and loss of soil resources (including nutrients and organic matter) by wind and water. Hydrologic function is the capacity of an area to capture, store, and safely release water from rainfall, run-on, and snowmelt to resist a reduction in this capacity, and to recover this capacity when a reduction does occur. Biotic integrity is the capacity of the biotic community to support ecological process with the normal range of variability expected for the site, to resist a loss in the capacity to support these processes, and to recover this capacity when losses do occur. Annual rangeland health assessments are a qualitative assessment of rangeland conditions and assist in identifying visual concerns in the field.

Contingencies to the Grazing Management Plan

Contingency plans are developed as a way to deal with natural events that affect the carrying capacity of the land, such as drought, fire, insect or disease infestations. These conditions can cause a minor to severe loss in forage depending on the severity of the event and will likely affect the number of animals that can be grazed without causing damage to the land. Adaptive management is important when a landowner is faced with environmental conditions that require a contingency plan to be put into action. The stocking rate recommended in this plan is based on a normal or average forage production year. When that does not occur, livestock numbers or the grazing period should be reduced.

Evaluation

Adaptive management can be used to improve the grazing management. Adaptive management involves the evaluation of current strategies and identifying areas that can be changed. Follow-up evaluation assistance will be provided by NRCS on at least an annual basis. The evaluation assistance will include a review, on the ground, of the applied grazing management, a review of the monitoring data, and any observations of trends in plant community response, herd health, and livestock performance. Adjustment to the grazing management strategies may need to be made based on the evaluation. A plan revision may also include additional fencing, water developments, or additional treatments. If any new resource problems are identified the plan may also require revision.

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Appendix A – Maps

Appendix B – NRCS Conservation Practice Standards and Specifications

Appendix C – Rangeland Inventory Data Sheets

Appendix D – Plant Species Lists

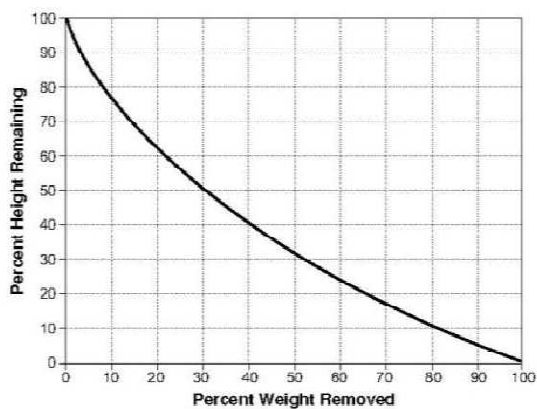
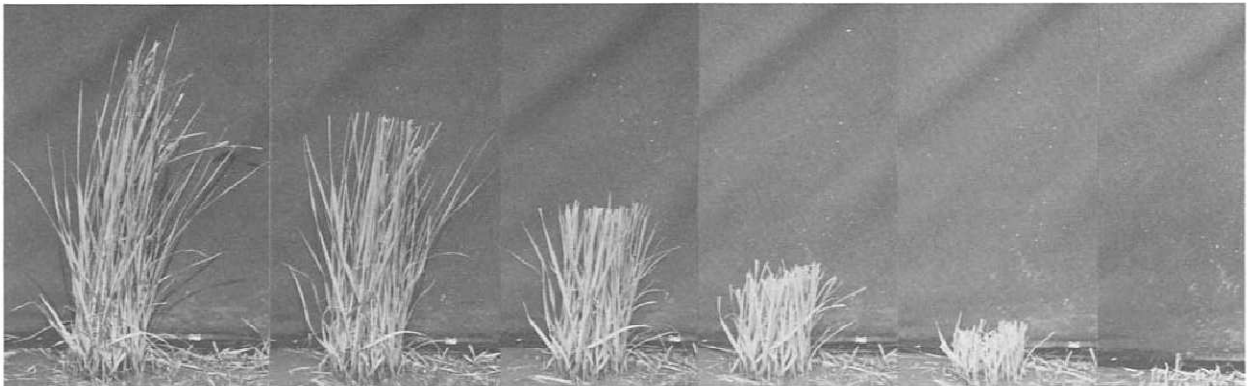
Appendix E – Utilization Photo-Guides

Utilization photo-guide (Kinney and Clary 1994)

Nebraska sedge (*Carex nebrascensis* Dewey)

Percent Weight Removed

0 10 30 50 70 90



Plants coarse, stems stout and sharply triangular, vigorously rhizomatous, leaves firm, blue-glaucous

2 to 10 dm tall

Flowering period July to September

Seed set August

Palatability high

Wet meadows and other wet places, often in alkaline areas

Lower to middle elevations



United States
Department of
Agriculture

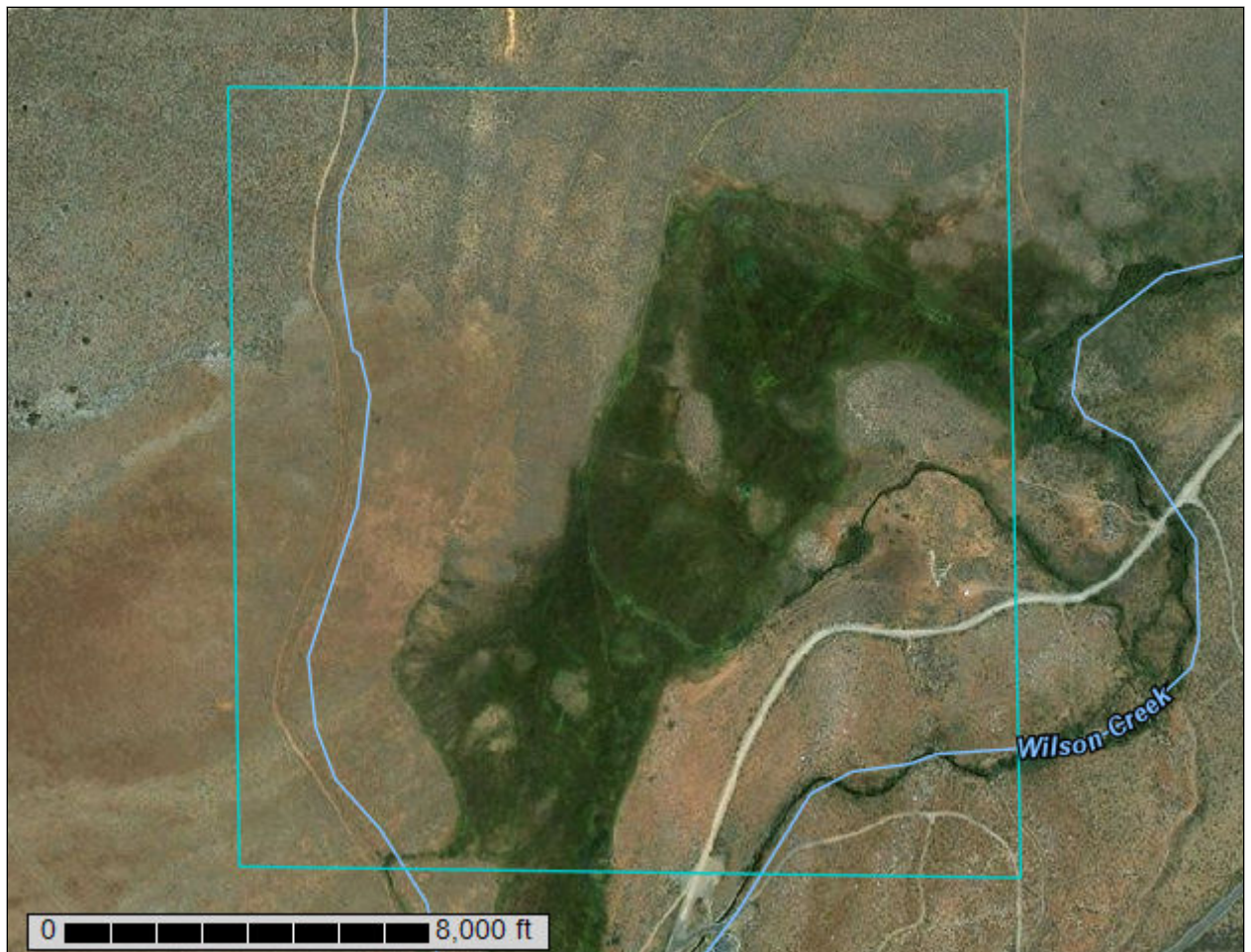
NRCS

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a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Benton-Owens Valley Area Parts of Inyo and Mono Counties, California; and Coleville-Bridgeport Area, Parts of Alpine and Mono Counties, California

Matley Ranch



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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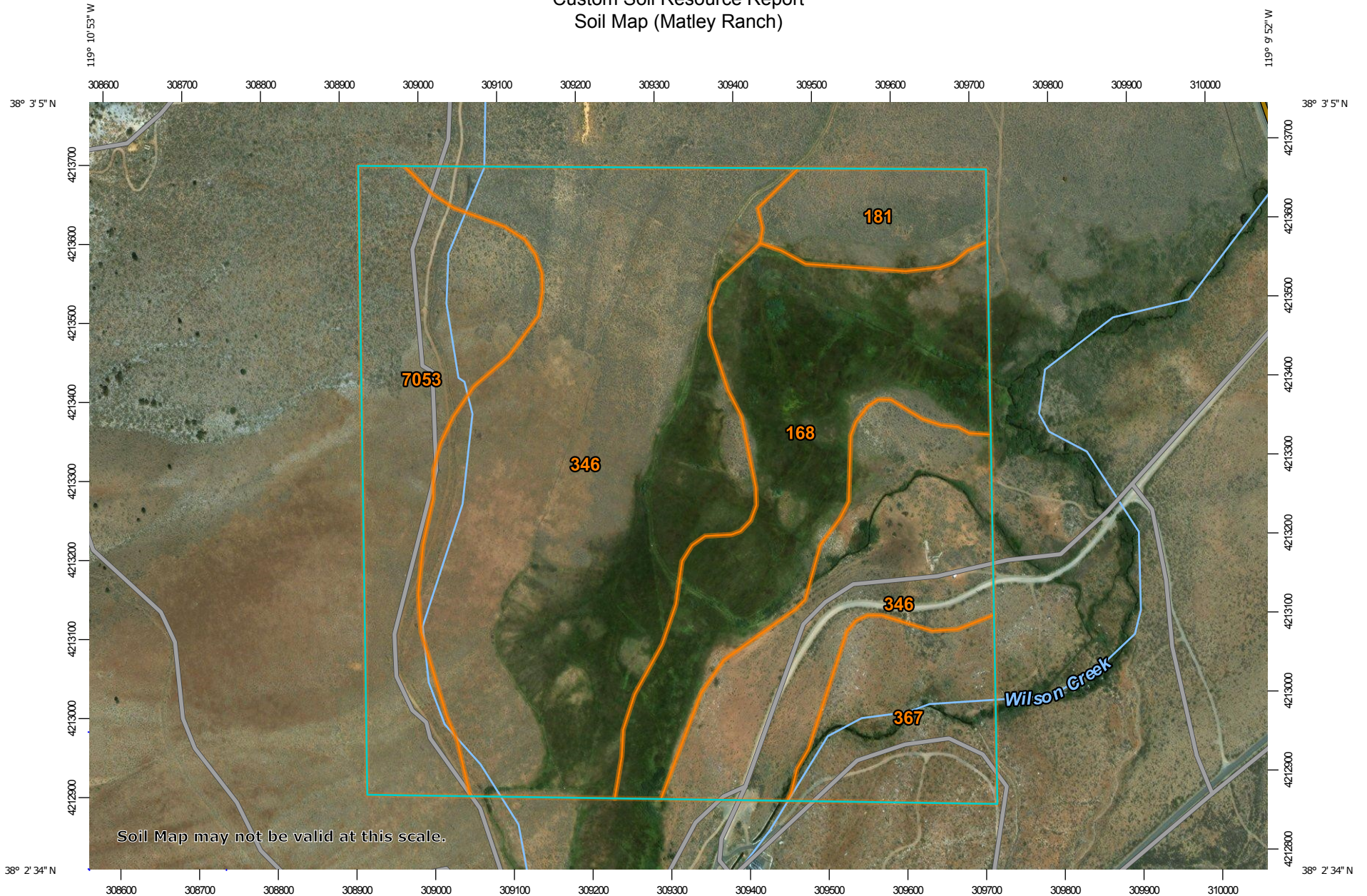
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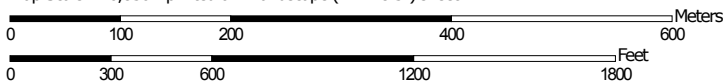
Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map (Matley Ranch)




Map Scale: 1:6,850 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84


MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)




















Soils







 Soil Map Unit Polygons

 Soil Map Unit Lines


 Soil Map Unit Points

Special Point Features






-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features


Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Benton-Owens Valley Area Parts of Inyo and Mono Counties, California
 Survey Area Data: Version 15, Sep 13, 2017

Soil Survey Area: Coleville-Bridgeport Area, Parts of Alpine and Mono Counties, California
 Survey Area Data: Version 6, Sep 14, 2017

Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols, soil

MAP LEGEND

MAP INFORMATION

properties, and interpretations that do not completely agree across soil survey area boundaries.

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 15, 2011—Feb 3, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend (Matley Ranch)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
168	Conway sandy loam, 0 to 8 percent slopes	30.4	19.2%
181	Dechambeau very gravelly-Dechambeau complex, 0 to 4 percent slopes	8.1	5.1%
346	Warrior very gravelly sandy loam, 5 to 15 percent slopes	82.7	52.2%
367	Xeric Haplargids, 5 to 30 percent slopes	12.6	8.0%
Subtotals for Soil Survey Area		133.9	84.5%
Totals for Area of Interest		158.5	100.0%

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
7053	Lonecabin very gravelly sandy loam, 4 to 30 percent slopes	24.6	15.5%
Subtotals for Soil Survey Area		24.6	15.5%
Totals for Area of Interest		158.5	100.0%

Map Unit Descriptions (Matley Ranch)

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the

Custom Soil Resource Report

scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Benton-Owens Valley Area Parts of Inyo and Mono Counties, California

168—Conway sandy loam, 0 to 8 percent slopes

Map Unit Setting

National map unit symbol: jcvx
Elevation: 6,000 to 7,200 feet
Mean annual precipitation: 8 to 12 inches
Mean annual air temperature: 43 to 52 degrees F
Frost-free period: 110 to 150 days
Farmland classification: Prime farmland if irrigated and drained

Map Unit Composition

Conway and similar soils: 85 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Conway

Setting

Landform: Alluvial fans, lake terraces
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Volcanic ash and alluvium derived from mixed sources

Typical profile

H1 - 0 to 4 inches: sandy loam
H2 - 4 to 60 inches: gravelly sandy loam

Properties and qualities

Slope: 0 to 8 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Poorly drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)
Depth to water table: About 6 to 48 inches
Frequency of flooding: Occasional
Frequency of ponding: None
Available water storage in profile: Low (about 5.5 inches)

Interpretive groups

Land capability classification (irrigated): 3w
Land capability classification (nonirrigated): 6w
Hydrologic Soil Group: B
Ecological site: Wet Meadow (R026XF010CA)
Hydric soil rating: Yes

181—Dechambeau very gravelly-Dechambeau complex, 0 to 4 percent slopes

Map Unit Setting

National map unit symbol: jcw b

Elevation: 5,300 to 7,200 feet

Mean annual precipitation: 8 to 12 inches

Mean annual air temperature: 45 to 50 degrees F

Frost-free period: 110 to 150 days

Farmland classification: Farmland of statewide importance

Map Unit Composition

Dechambeau and similar soils: 55 percent

Dechambeau and similar soils: 30 percent

Minor components: 2 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Dechambeau

Setting

Landform: Lake terraces

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Volcanic ash and alluvium derived from mixed sources

Typical profile

H1 - 0 to 7 inches: very gravelly sandy loam

H2 - 7 to 40 inches: gravelly sandy loam

H3 - 40 to 60 inches: very gravelly sandy loam

Properties and qualities

Slope: 0 to 4 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Well drained

Runoff class: Very low

Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: Low (about 4.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 6s

Hydrologic Soil Group: A

Ecological site: Lake Terrace (BLM) (R026XF610CA)

Hydric soil rating: No

Description of Dechambeau

Setting

Landform: Lake terraces
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Volcanic ash and alluvium derived from mixed sources

Typical profile

H1 - 0 to 7 inches: gravelly sandy loam
H2 - 7 to 60 inches: gravelly sandy loam, gravelly loamy sand
H2 - 7 to 60 inches:

Properties and qualities

Slope: 0 to 4 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: High (about 11.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: A
Ecological site: Gravelly Coarse Loamy 8-12" P.Z. (R026XF004CA)
Hydric soil rating: No

Minor Components

Unnamed

Percent of map unit: 2 percent
Landform: Drainageways
Hydric soil rating: Yes

346—Warrior very gravelly sandy loam, 5 to 15 percent slopes

Map Unit Setting

National map unit symbol: jd3w
Elevation: 5,400 to 7,000 feet
Mean annual precipitation: 8 to 12 inches
Mean annual air temperature: 45 to 50 degrees F
Frost-free period: 110 to 145 days

Custom Soil Resource Report

Farmland classification: Not prime farmland

Map Unit Composition

Warrior and similar soils: 85 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Warrior

Setting

Landform: Alluvial fans

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Tread

Down-slope shape: Concave, linear

Across-slope shape: Linear, concave, convex

Parent material: Alluvium derived from mixed

Typical profile

H1 - 0 to 1 inches: very gravelly sandy loam

H2 - 1 to 3 inches: gravelly sandy loam

H3 - 3 to 60 inches: very cobbly fine sandy loam

Properties and qualities

Slope: 5 to 15 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Well drained

Runoff class: Low

Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: Rare

Frequency of ponding: None

Calcium carbonate, maximum in profile: 10 percent

Available water storage in profile: Low (about 3.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 6s

Hydrologic Soil Group: A

Ecological site: Gravelly Sandy Fan 8-10" P.Z. (R029XG022CA)

Hydric soil rating: No

367—Xeric Haplargids, 5 to 30 percent slopes

Map Unit Setting

National map unit symbol: jd4k

Elevation: 5,100 to 7,200 feet

Mean annual precipitation: 7 to 12 inches

Mean annual air temperature: 45 to 52 degrees F

Frost-free period: 125 to 150 days

Farmland classification: Not prime farmland

Map Unit Composition

Xeric haplargids and similar soils: 85 percent

Minor components: 2 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Xeric Haplargids

Setting

Landform: Moraines

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Side slope

Down-slope shape: Concave

Across-slope shape: Concave, convex, linear

Parent material: Glacial till derived from granite

Typical profile

H1 - 0 to 3 inches: bouldery loamy sand

H2 - 3 to 12 inches: cobbly sandy loam

H3 - 12 to 31 inches: very cobbly sandy clay loam

H4 - 31 to 60 inches: very cobbly loamy coarse sand

Properties and qualities

Slope: 5 to 30 percent

Percent of area covered with surface fragments: 5.0 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Well drained

Runoff class: High

Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.60 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: Low (about 3.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 6e

Hydrologic Soil Group: C

Ecological site: Gravelly Slope 5-8" P.Z. (R029XG008CA)

Hydric soil rating: No

Minor Components

Unnamed

Percent of map unit: 2 percent

Landform: Drainageways

Hydric soil rating: Yes

Coleville-Bridgeport Area, Parts of Alpine and Mono Counties, California

7053—Lonecabin very gravelly sandy loam, 4 to 30 percent slopes

Map Unit Setting

National map unit symbol: 2nbh3
Elevation: 5,460 to 6,400 feet
Mean annual precipitation: 14 to 16 inches
Mean annual air temperature: 43 to 45 degrees F
Frost-free period: 70 to 80 days
Farmland classification: Not prime farmland

Map Unit Composition

Lonecabin and similar soils: 95 percent
Minor components: 5 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Lonecabin

Setting

Landform: Alluvial fans
Landform position (two-dimensional): Summit
Down-slope shape: Linear
Across-slope shape: Convex
Parent material: Alluvium from mixed rock sources

Typical profile

H1 - 0 to 3 inches: very gravelly sandy loam
H2 - 3 to 38 inches: extremely stony loam
H3 - 38 to 60 inches: extremely stony loam

Properties and qualities

Slope: 4 to 30 percent
Percent of area covered with surface fragments: 3.0 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 5.95 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: Very rare
Frequency of ponding: None
Available water storage in profile: Moderate (about 6.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6s
Hydrologic Soil Group: A
Ecological site: COARSE LOAMY 16-20 P.Z. (R022AY044NV)
Hydric soil rating: No

Minor Components

Lonecabin

Percent of map unit: 5 percent

Landform: Fan piedmonts

Landform position (two-dimensional): Summit

Down-slope shape: Linear

Across-slope shape: Convex

Ecological site: COARSE LOAMY 16-20 P.Z. (R022AY044NV)

Hydric soil rating: No

Soil Information for All Uses

Ecological Site Assessment

Individual soil map unit components can be correlated to a particular ecological site. The Ecological Site Assessment section includes ecological site descriptions, plant growth curves, state and transition models, and selected National Plants database information.

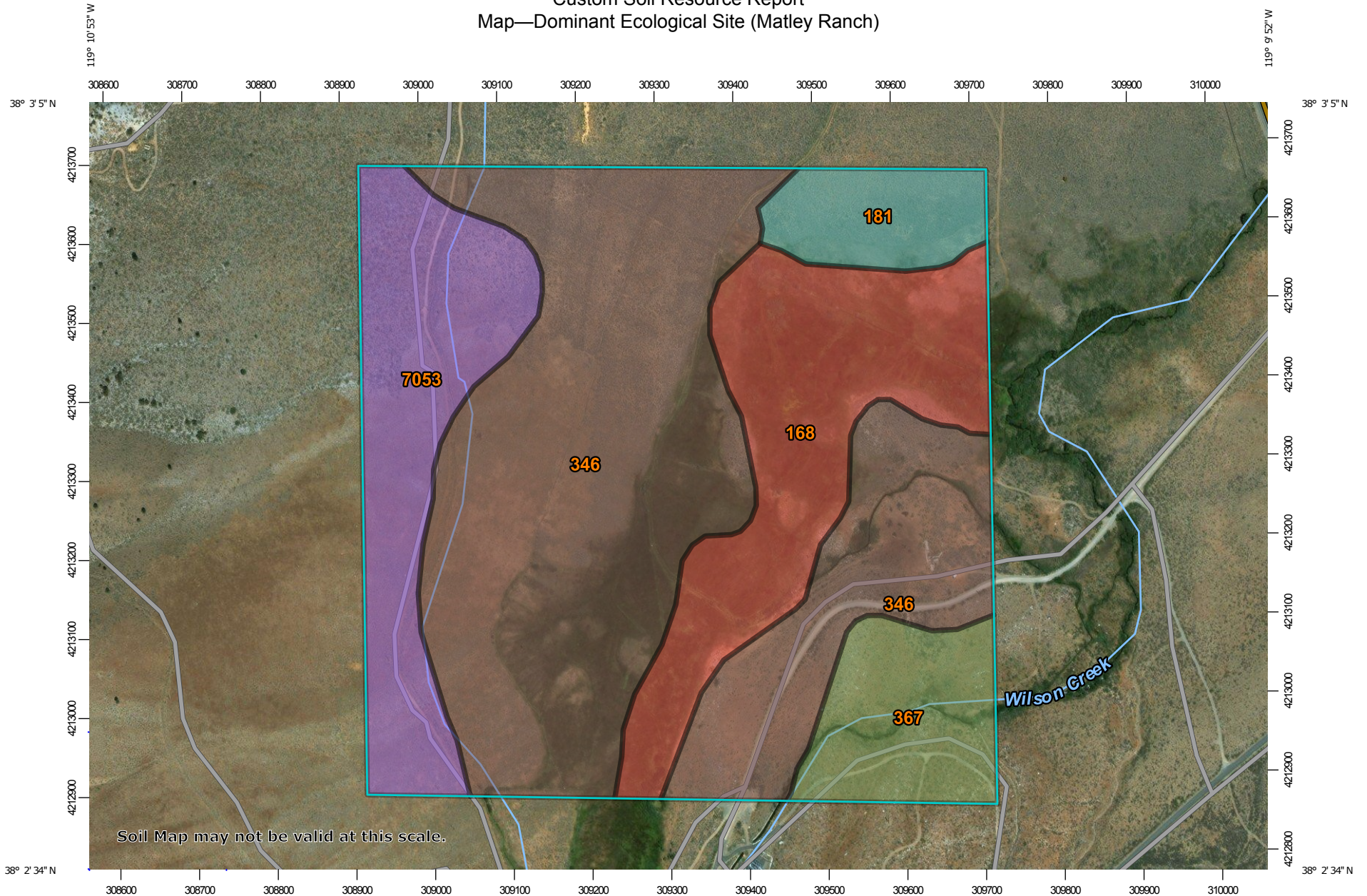
All Ecological Sites — Rangeland (Matley Ranch)

An "ecological site" is the product of all the environmental factors responsible for its development. It has characteristic soils that have developed over time; a characteristic hydrology, particularly infiltration and runoff, that has developed over time; and a characteristic plant community (kind and amount of vegetation). The vegetation, soils, and hydrology are all interrelated. Each is influenced by the others and influences the development of the others. For example, the hydrology of the site is influenced by development of the soil and plant community. The plant community on an ecological site is typified by an association of species that differs from that of other ecological sites in the kind and/or proportion of species or in total production.

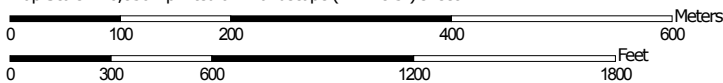
An ecological site name provides a general description of a particular ecological site. For example, "Loamy Upland" is the name of a rangeland ecological site. An "ecological site ID" is the symbol assigned to a particular ecological site.

The map identifies the dominant ecological site for each map unit, aggregated by dominant condition. Other ecological sites may occur within each map unit. Each map unit typically consists of one or more components (soils and/or miscellaneous areas). Each soil component is associated with an ecological site. Miscellaneous areas, such as rock outcrop, sand dunes, and badlands, have little or no soil material and support little or no vegetation and therefore are not linked to an ecological site. The table below the map lists all of the ecological sites for each map unit component in your area of interest.

Custom Soil Resource Report Map—Dominant Ecological Site (Matley Ranch)




Map Scale: 1:6,850 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84







MAP LEGEND

Area of Interest (AOI)







 Area of Interest (AOI)

Soils







Soil Rating Polygons

-  R022AY044NV
-  R026XF010CA
-  R026XF610CA
-  R029XG008CA
-  R029XG022CA
-  Not rated or not available


Soil Rating Lines

-  R022AY044NV
-  R026XF010CA
-  R026XF610CA
-  R029XG008CA
-  R029XG022CA
-  Not rated or not available






Soil Rating Points

-  R022AY044NV
-  R026XF010CA
-  R026XF610CA
-  R029XG008CA
-  R029XG022CA
-  Not rated or not available


Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Benton-Owens Valley Area Parts of Inyo and Mono Counties, California
 Survey Area Data: Version 15, Sep 13, 2017

Soil Survey Area: Coleville-Bridgeport Area, Parts of Alpine and Mono Counties, California
 Survey Area Data: Version 6, Sep 14, 2017

Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols, soil

MAP LEGEND

MAP INFORMATION

properties, and interpretations that do not completely agree across soil survey area boundaries.

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 15, 2011—Feb 3, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

**Table—Ecological Sites by Map Unit Component
(Matley Ranch)**

Map unit symbol	Map unit name	Component name (percent)	Ecological site	Acres in AOI	Percent of AOI
168	Conway sandy loam, 0 to 8 percent slopes	Conway (85%)	R026XF010CA — Wet Meadow	30.4	19.2%
181	Dechambeau very gravelly-Dechambeau complex, 0 to 4 percent slopes	Dechambeau (55%)	R026XF610CA — Lake Terrace (BLM)	8.1	5.1%
		Dechambeau (30%)	R026XF004CA — Gravelly Coarse Loamy 8-12" P.Z.		
		Unnamed (2%)			
346	Warrior very gravelly sandy loam, 5 to 15 percent slopes	Warrior (85%)	R029XG022CA — Gravelly Sandy Fan 8-10" P.Z.	82.7	52.2%
367	Xeric Haplargids, 5 to 30 percent slopes	Xeric Haplargids (85%)	R029XG008CA — Gravelly Slope 5-8" P.Z.	12.6	8.0%
		Unnamed (2%)			
Subtotals for Soil Survey Area				133.9	84.5%
Totals for Area of Interest				158.5	100.0%

Map unit symbol	Map unit name	Component name (percent)	Ecological site	Acres in AOI	Percent of AOI
7053	Lonecabin very gravelly sandy loam, 4 to 30 percent slopes	Lonecabin (95%)	R022AY044NV — COARSE LOAMY 16-20 P.Z.	24.6	15.5%
		Lonecabin (5%)	R022AY044NV — COARSE LOAMY 16-20 P.Z.		
Subtotals for Soil Survey Area				24.6	15.5%
Totals for Area of Interest				158.5	100.0%

Soil Reports

The Soil Reports section includes various formatted tabular and narrative reports (tables) containing data for each selected soil map unit and each component of each unit. No aggregation of data has occurred as is done in reports in the Soil Properties and Qualities and Suitabilities and Limitations sections.

The reports contain soil interpretive information as well as basic soil properties and qualities. A description of each report (table) is included.

Vegetative Productivity

This folder contains a collection of tabular reports that present vegetative productivity data. The reports (tables) include all selected map units and components for each map unit. Vegetative productivity includes estimates of potential vegetative production for a variety of land uses, including cropland, forestland, hayland, pastureland, horticulture and rangeland. In the underlying database, some states maintain crop yield data by individual map unit component. Other states maintain the data at the map unit level. Attributes are included for both, although only one or the other is likely to contain data for any given geographic area. For other land uses, productivity data is shown only at the map unit component level. Examples include potential crop yields under irrigated and nonirrigated conditions, forest productivity, forest site index, and total rangeland production under of normal, favorable and unfavorable conditions.

Rangeland Productivity and Plant Composition (Matley Ranch)

In areas that have similar climate and topography, differences in the kind and amount of rangeland or forest understory vegetation are closely related to the kind of soil. Effective management is based on the relationship between the soils and vegetation and water.

This table shows, for each soil that supports vegetation suitable for grazing, the ecological site; the total annual production of vegetation in favorable, normal, and unfavorable years; the characteristic vegetation; and the average percentage of each species. An explanation of the column headings in the table follows.

An *ecological site* is the product of all the environmental factors responsible for its development. It has characteristic soils that have developed over time throughout the soil development process; a characteristic hydrology, particularly infiltration and runoff that has developed over time; and a characteristic plant community (kind and amount of vegetation). The hydrology of the site is influenced by development of the soil and plant community. The vegetation, soils, and hydrology are all interrelated. Each is influenced by the others and influences the development of the others. The plant community on an ecological site is typified by an association of species that differs from that of other ecological sites in the kind and/or proportion of species or in total production. Descriptions of ecological sites are provided in the Field Office

Custom Soil Resource Report

Technical Guide, which is available in local offices of the Natural Resources Conservation Service (NRCS).

Total dry-weight production is the amount of vegetation that can be expected to grow annually in a well managed area that is supporting the potential natural plant community. It includes all vegetation, whether or not it is palatable to grazing animals. It includes the current year's growth of leaves, twigs, and fruits of woody plants. It does not include the increase in stem diameter of trees and shrubs. It is expressed in pounds per acre of air-dry vegetation for favorable, normal, and unfavorable years. In a favorable year, the amount and distribution of precipitation and the temperatures make growing conditions substantially better than average. In a normal year, growing conditions are about average. In an unfavorable year, growing conditions are well below average, generally because of low available soil moisture. Yields are adjusted to a common percent of air-dry moisture content.

Characteristic vegetation (the grasses, forbs, and shrubs that make up most of the potential natural plant community on each soil) is listed by common name. Under *rangeland composition*, the expected percentage of the total annual production is given for each species making up the characteristic vegetation. The amount that can be used as forage depends on the kinds of grazing animals and on the grazing season.

Range management requires knowledge of the kinds of soil and of the potential natural plant community. It also requires an evaluation of the present range similarity index and rangeland trend. Range similarity index is determined by comparing the present plant community with the potential natural plant community on a particular rangeland ecological site. The more closely the existing community resembles the potential community, the higher the range similarity index. Rangeland trend is defined as the direction of change in an existing plant community relative to the potential natural plant community. Further information about the range similarity index and rangeland trend is available in the "National Range and Pasture Handbook," which is available in local offices of NRCS or on the Internet.

The objective in range management is to control grazing so that the plants growing on a site are about the same in kind and amount as the potential natural plant community for that site. Such management generally results in the optimum production of vegetation, control of undesirable brush species, conservation of water, and control of erosion. Sometimes, however, an area with a range similarity index somewhat below the potential meets grazing needs, provides wildlife habitat, and protects soil and water resources.

Reference:

United States Department of Agriculture, Natural Resources Conservation Service, [National range and pasture handbook](#).

Custom Soil Resource Report

Rangeland Productivity and Plant Composition—Benton-Owens Valley Area Parts of Inyo and Mono Counties, California						
Map unit symbol and soil name	Ecological site	Total dry-weight production			Characteristic vegetation	Rangeland composition
		Favorable year	Normal year	Unfavorable year		
		<i>Lb/ac</i>	<i>Lb/ac</i>	<i>Lb/ac</i>		<i>Pct</i>
168—Conway sandy loam, 0 to 8 percent slopes						
Conway	Wet Meadow	4,000	3,000	2,000	Sedge	30
					Tufted hairgrass	30
					Sandberg bluegrass	10
					Miscellaneous perennial forbs	10
					Rush	5
					Woods' rose	2
					Willow	2
181—Dechambeau very gravelly-Dechambeau complex, 0 to 4 percent slopes						
Dechambeau	Lake Terrace (blm)	900	700	500	Antelope bitterbrush	30
					Wyoming big sagebrush	20
					Indian ricegrass	10
					Needleandthread	10
					Desert needlegrass	5
					Douglas rabbitbrush	5
					Miscellaneous annual forbs	5
Dechambeau	Gravelly Coarse Loamy 8-12" P.z.	900	700	500	Big sagebrush	30
					Antelope bitterbrush	20
					Needleandthread	10
					Indian ricegrass	10
					Miscellaneous annual forbs	5
					Douglas rabbitbrush	5

Custom Soil Resource Report

Rangeland Productivity and Plant Composition—Benton-Owens Valley Area Parts of Inyo and Mono Counties, California						
Map unit symbol and soil name	Ecological site	Total dry-weight production			Characteristic vegetation	Rangeland composition
		Favorable year	Normal year	Unfavorable year		
		<i>Lb/ac</i>	<i>Lb/ac</i>	<i>Lb/ac</i>		<i>Pct</i>
					Basin wildrye	5
					Desert needlegrass	5
346—Warrior very gravelly sandy loam, 5 to 15 percent slopes						
Warrior	Gravelly Sandy Fan 8-10" P.z.	700	500	300	Big sagebrush	35
					Nevada jointfir	20
					Indian ricegrass	10
					Spiny hopsage	5
					Miscellaneous perennial forbs	5
					Desert needlegrass	5
367—Xeric Haplargids, 5 to 30 percent slopes						
Xeric haplargids	Gravelly Slope 5-8" P.z.	550	400	150	Blackbrush	50
					Desert needlegrass	15
					Nevada jointfir	15
					California buckwheat	10

Rangeland Productivity and Plant Composition—Coleville-Bridgeport Area, Parts of Alpine and Mono Counties, California						
Map unit symbol and soil name	Ecological site	Total dry-weight production			Characteristic vegetation	Rangeland composition
		Favorable year	Normal year	Unfavorable year		
		<i>Lb/ac</i>	<i>Lb/ac</i>	<i>Lb/ac</i>		<i>Pct</i>
7053—Lonecabin very gravelly sandy loam, 4 to 30 percent slopes						
Lonecabin	Coarse Loamy 16-20 P.z.	1,600	1,400	1,000	Western needlegrass	35

Custom Soil Resource Report

Rangeland Productivity and Plant Composition—Coleville-Bridgeport Area, Parts of Alpine and Mono Counties, California						
Map unit symbol and soil name	Ecological site	Total dry-weight production			Characteristic vegetation	Rangeland composition
		Favorable year	Normal year	Unfavorable year		
		<i>Lb/ac</i>	<i>Lb/ac</i>	<i>Lb/ac</i>		<i>Pct</i>
					Mountain big sagebrush	20
					Antelope bitterbrush	20
					Miscellaneous perennial grasses	10
					Miscellaneous shrubs	5
					Miscellaneous perennial forbs	5

Water Management

This folder contains a collection of tabular reports that present soil interpretations related to water management. The reports (tables) include all selected map units and components for each map unit, limiting features and interpretive ratings. Water management interpretations are tools for evaluating the potential of the soil in the application of various water management practices. Example interpretations include pond reservoir area, embankments, dikes, levees, and excavated ponds.

Irrigation - Surface (Matley Ranch)

This table shows the degree and kind of soil limitations that affect irrigation systems on mineral soils. The ratings are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect these uses. *Not limited* indicates that the soil has features that are very favorable for the specified use. Good performance and very low maintenance can be expected. *Somewhat limited* indicates that the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected. *Very limited* indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

Numerical ratings in the table indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the use (1.00) and the point at which the soil feature is not a limitation (0.00).

Irrigation systems are used to provide supplemental water to crops, orchards, vineyards, and vegetables in area where natural precipitation will not support desired production of crops being grown.

Irrigation, surface (graded) evaluates a soil for graded flood or furrow irrigation systems. The ratings are for soils in their natural condition and do not consider present land use. .

Graded surface irrigation systems include graded border and graded furrow irrigation systems. Graded border irrigation systems allow irrigation water to flow across the soil surface while being confined by borders. Graded furrow irrigation systems are systems that allow irrigation water to flow down furrow valleys while the crop being irrigated is planted on the furrow ridge. Generally, graded border systems are suitable for small grains while graded furrow systems are suitable for row crops.

The soil properties and qualities important in the design and management of graded surface irrigation systems are depth, available water holding capacity, sodium adsorption ratio, surface rocks, permeability, salinity, slope, wetness, and flooding. Features that affect system performance and plant growth are salinity, sodium adsorption ratio, wetness, calcium carbonate content, and available water holding capacity. .

Custom Soil Resource Report

Irrigation, surface (level) evaluates a soil for basin, paddy, level furrow, or level border irrigation systems. The ratings are for soils in their natural condition and do not consider present land use.

Level surface irrigation systems are irrigation systems that use flood irrigation techniques to spread irrigation water at a specified depth across the application area. Basin, paddy, and borders generally use external ridges or borders to confine the irrigation application while level furrow systems use furrow valleys and end blocks or border ridges to confine the irrigation application during irrigation. With furrow irrigation the crop is usually planted on the furrow ridge. Generally, basin, paddy and level border irrigation systems are suitable for rice, small grain, pasture, and forage production. Level furrow systems are generally suited for row crops.

The soil properties and qualities important in the design and management of level surface irrigation systems are depth, available water holding capacity, sodium adsorption ratio, permeability, salinity, slope, and flooding. The soil properties and qualities that influence installation are depth, flooding, and ponding. The features that affect performance of the system and plant growth are salinity, sodium adsorption ratio, and available water holding capacity.

Information in this table is intended for land use planning, for evaluating land use alternatives, and for planning site investigations prior to design and construction. The information, however, has limitations. For example, estimates and other data generally apply only to that part of the soil between the surface and a depth of 5 to 7 feet. Because of the map scale, small areas of different soils may be included within the mapped areas of a specific soil.

The information is not site specific and does not eliminate the need for onsite investigation of the soils or for testing and analysis by personnel experienced in the design and construction of engineering works.

Government ordinances and regulations that restrict certain land uses or impose specific design criteria were not considered in preparing the information in this table. Local ordinances and regulations should be considered in planning, in site selection, and in design. The irrigation interpretations are not designed or intended to be used in a regulatory manner.

Report—Irrigation - Surface (Matley Ranch)

[The information in this table provides irrigation interpretations for mineral soils. Onsite investigation may be needed to validate the interpretations and to confirm the identity of the soil on a given site. The numbers in the value columns range from 0.01 to 1.00. The larger the value, the greater the potential limitation. The table shows only the top five limitations for any given soil. The soil may have additional limitations]

Custom Soil Resource Report

Irrigation - Surface—Benton-Owens Valley Area Parts of Inyo and Mono Counties, California					
Map symbol and soil name	Pct. of map unit	Irrigation, Surface (graded)		Irrigation, Surface (level)	
		Rating class and limiting features	Value	Rating class and limiting features	Value
168—Conway sandy loam, 0 to 8 percent slopes					
Conway	85	Very limited		Very limited	
		Rapid water movement	1.00	Rapid water movement	1.00
		Slope	1.00	Slope	1.00
		Depth to saturated zone	0.82	Depth to saturated zone	0.82
		Seepage	0.45	Seepage	0.45
		Occasional flooding	0.40	Occasional flooding	0.40
181—Dechambeau very gravelly-Dechambeau complex, 0 to 4 percent slopes					
Dechambeau	55	Very limited		Very limited	
		Rapid water movement	1.00	Rapid water movement	1.00
		Seepage	1.00	Seepage	1.00
		Low water holding capacity	0.62	Low water holding capacity	0.62
		Slope	0.50		
Dechambeau	30	Very limited		Very limited	
		Rapid water movement	1.00	Rapid water movement	1.00
		Slope	0.50	Seepage	0.45
		Seepage	0.45	Low water holding capacity	0.18
		Low water holding capacity	0.18		
346—Warrior very gravelly sandy loam, 5 to 15 percent slopes					
Warrior	85	Very limited		Very limited	
		Slope	1.00	Slope	1.00
		Rapid water movement	1.00	Rapid water movement	1.00
		Content of large stones	1.00	Content of large stones	1.00
		Low water holding capacity	0.95	Low water holding capacity	0.95
		Seepage	0.45	Seepage	0.45
367—Xeric Haplargids, 5 to 30 percent slopes					
Xeric haplargids	85	Very limited		Very limited	
		Slope	1.00	Slope	1.00
		Water Erosion	1.00	Seepage	1.00
		Seepage	1.00	Low water holding capacity	0.91
		Low water holding capacity	0.91	Rapid water movement	0.03
		Rapid water movement	0.03		

Custom Soil Resource Report

Irrigation - Surface—Coleville-Bridgeport Area, Parts of Alpine and Mono Counties, California					
Map symbol and soil name	Pct. of map unit	Irrigation, Surface (graded)		Irrigation, Surface (level)	
		Rating class and limiting features	Value	Rating class and limiting features	Value
7053—Lonecabin very gravelly sandy loam, 4 to 30 percent slopes					
Lonecabin	95	Very limited		Very limited	
		Slope	1.00	Slope	1.00
		Rapid water movement	1.00	Rapid water movement	1.00
		Content of large stones	1.00	Content of large stones	1.00
		Seepage	0.43	Seepage	0.43
		Low water holding capacity	0.05	Low water holding capacity	0.05



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 12, 2019

Departments: County Counsel / Public Works

TIME REQUIRED 30 minutes

PERSONS Jason Canger

SUBJECT Update on Mill/Wilson Creek Water
Management

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Receive staff update on water management activities on Mill and Wilson Creeks in the North Mono Basin.

RECOMMENDED ACTION:

Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Jason Canger

PHONE/EMAIL: (760) 924-1712 / jcanger@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Mill/Wilson Staff Report](#)

History

Time	Who	Approval
11/6/2019 4:46 PM	County Administrative Office	Yes
11/8/2019 9:42 AM	County Counsel	Yes
11/7/2019 3:47 PM	Finance	Yes

County Counsel
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Assistant County Counsel
Christian E. Milovich

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Jason Canger

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Mono County
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P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700

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760-924-1701

Paralegal
Jenny Lucas

To: Mono County Board of Supervisors
From: Jason Canger, Deputy County Counsel
Date: November 12, 2019
RE: Update on Water Management on Mill and Wilson Creeks

Recommended Action

Receive staff update on water management activities on Mill and Wilson Creeks in the North Mono Basin; provide any desired direction to staff.

Fiscal Impact

None.

Background and Discussion

Under the 1914 Mill Creek Adjudication, Mono County Superior Court Case No. 2088, the County owns certain water rights on Mill Creek. Water diverted under these rights is diverted through the Lundy Dam Powerhouse owned by Southern California Edison (SCE) for the generation of electricity. For several decades, this practice has resulted in the water diverted from Mill Creek not being returned to Mill Creek, but instead diverted into Wilson Creek for delivery to Conway Ranch, which is owned by the County. Over time, this practice has resulted in Wilson Creek developing certain riparian habitat and fisheries.

In May 2019, certain state and federal agencies, environmental groups, and SCE, according to a Federal Energy Regulatory Commission (FERC) settlement agreement that the County was not a party to, began a "test" of certain facilities necessary to divert water from Wilson Creek below the SCE Lundy Powerhouse back to Mill Creek. The stated purpose of returning water to Mill Creek was to restore the environment and habitat adjacent to Mill Creek. This "test" resulted in the drying of certain parts of Wilson Creek and the killing of several brown trout at points below the County facilities that divert water to Conway Ranch. Following the dewatering of and fish kill on Wilson Creek, People for Mono Basin Preservation (PMBP) and other members of the public contacted the County to express their concern with the actions being taken by the agencies and environmental groups party to the FERC settlement agreement.

Mono County Board of Supervisors

RE: Update on Diversions on Mill and Wilson Creeks

November 12, 2019

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At its June 18, 2019 meeting, your Board received comments from both the agencies, environmental groups, and SCE as well as PMBP and members of the public on these water diversion activities affecting Mill and Wilson Creeks. At that meeting, the agencies, environmental groups, and SCE explained that the purpose of their water management activities was to restore Mill Creek's natural environment and riparian habitat by returning water to Mill Creek. The entities explained that, in so doing, they intended to develop and implement a management tool that delivered water according to the water rights specified in the 1914 Mill Creek Adjudication. Also present at the meeting were PMBP representatives and members of the public interested protecting Wilson Creek. They explained the details of the State Water Resources Control Board complaint that they had filed against the entities, provided accounts and pictures of the Wilson Creek fish kill that occurred in May 2019, and expressed the need for environmental review prior to the entities' implementing any further water management activities. In response, the agencies, environmental groups, and SCE explained that they attempting to effectuate the terms of the FERC settlement agreement, to manage water according to the 1914 Mill Creek Adjudication, and that because their project/ activities would benefit Mill Creek that environmental review was not necessary.

Following the June 18 meeting, in a letter to your Board dated June 21, 2018, SCE wrote to thank you for the opportunity to discuss operations at its Lundy Hydroelectric Project and the water management activities on Mill and Wilson Creeks. In that letter, SCE explained that it had recently increased communication with County staff about water deliveries and offered to provide the Board a future briefing on its "Mill Creek Accounting and Planning Tool," which would be used to conform power releases to the 1914 Mill Creek Adjudication. The SCE letter did not, however, address your Board's identification or request for the entities to perform any environmental review prior to further "tests" and/or implementation of its water management/accounting tool.

In response to SCE's letter, on July 16, 2019, your Board sent a letter to SCE and the federal and state agencies and environmental groups party to the FERC settlement agreement to again express its concern with these entities' water management activities on Mill and Wilson Creeks and their habitat and wildlife; requesting that preparation of a more formal communications plan that not only involves and informs the County and Mill Creek water right holders of these planned water management activities and plans but also interested stakeholders and the public; and again requesting preparation of an updated environmental review for these entities' current project and activities.

Thereafter, in a letter dated October 25, 2019, the federal and state agencies and the environmental groups to the FERC settlement agreement, and SCE, thanked your Board for its July 16, 2019 letter, described the many benefits that SCE's hydroelectric project

Mono County Board of Supervisors

RE: Update on Diversions on Mill and Wilson Creeks

November 12, 2019

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provides, and explained the complexity of ensuring water deliveries according to the 1914 Mill Creek Adjudication while providing benefits promised under the FERC settlement agreement. In addition, the entities committed to continuing to work with Mill Creek water right holders as the entities continued to work towards implementing the FERC settlement agreement. In response to your Board's request for environmental review, the entities explained that their significant environmental review had already been performed (albeit of a different but not completely dissimilar project or action than the entities are currently "testing") and that the entities' operational changes did not involving any federal or state approvals that would trigger the need for new environmental review under NEPA or CEQA. Finally, the entities stated that they would be in contact with "County staff to schedule a presentation on proposed plans for meeting state-adjudicated water rights as an informational agenda item at a Board meeting in the near future." Since October 25, 2019, County staff has not received any correspondence or communication from any entity party to the FERC settlement agreement about scheduling such an informational item.

This item was scheduled on today's meeting agenda at the direction of your Board to provide supervisors an update on water management activities on Mill and Wilson Creeks; to allow the Board to receive comments from the federal and state agencies, environmental groups, and SCE as well as PMBP and the public; and to give the Board the opportunity to provide direction to staff.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 12, 2019

**Departments: County Counsel's Office, Community Development
Department**

TIME REQUIRED 30 minutes

PERSONS APPEARING BEFORE THE BOARD Jason Canger, Wendy Sugimura

SUBJECT Owens Valley Groundwater Authority
Membership

AGENDA DESCRIPTION:

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

Receive update on status of the Owens Valley Groundwater Authority's preparation of a groundwater sustainability plan for the Owens Valley Groundwater Authority.

RECOMMENDED ACTION:

Provide direction to supervisors and staff on whether to remain a member of the Owens Valley Groundwater Authority Joint Powers Agreement in the event that the groundwater basin is designated a low priority basin.

FISCAL IMPACT:

Potential General Fund savings of approximately \$53,000 for FY 2019-2020 and FY 2020-2021 if the Board decides to withdrawal the County from the Owens Valley Groundwater Authority Joint Power Agreement.

CONTACT NAME: Jason Canger

PHONE/EMAIL: (760) 924-1712 / jcanger@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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<input type="checkbox"/> OVGA Membership Staff Report
<input type="checkbox"/> Letter from Settlement Parties

History

Time

Who

Approval

11/6/2019 4:45 PM	County Administrative Office	Yes
11/8/2019 9:25 AM	County Counsel	Yes
11/7/2019 3:52 PM	Finance	Yes

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Paralegal
Jenny Lucas

To: Mono County Board of Supervisors
From: Jason Canger, Deputy County Counsel
Date: November 12, 2019
RE: Owens Valley Groundwater Authority Membership

Recommended Action

Receive update on status of the Owens Valley Groundwater Authority's (OVGA) preparation of a groundwater sustainability plan for the Owens Valley Groundwater Authority; provide direction to supervisors and staff on whether to remain a member of the OVGA Joint Powers Agreement (JPA) in the event that the groundwater basin is designated a low priority basin.

Fiscal Impact

Potential General Fund savings of approximately \$53,000 for FY 2019-2020 and FY 2020-2021 if the Board decides to withdrawal the County from the OVGA JPA.

Background and Discussion

The Sustainable Groundwater Management Act (SGMA), Water Code section 10720 et seq., requires that local public agencies located within groundwater basins designated by the Department of Water Resources (DWR) as high and medium priorities to form groundwater sustainability agencies (GSA) and adopt groundwater sustainability plans (GSP) to ensure the sustainability of such groundwater basins. Following the enactment of SGMA in 2014, DWR designated the Owens Valley Groundwater Basin (Basin) to be a medium-priority basin. Accordingly, in August 2017, the County entered into the OVGA JPA with several other local public agencies located in the Basin for the primary purpose of complying with these SGMA requirements. The JPA forms the OVGA, designates it as the GSA for the Basin, and places the OVGA and its members on a path towards preparing a GSP. Since its formation, OVGA members have met regularly and taken certain actions related to its membership and governance, finances and administration, and in particular the preparation of a GSP.

In May 2018, DWR released a draft report reevaluating its priority designations for all groundwater basins in the state. In its draft report, DWR re-designated the Basin as a low priority. Under SGMA, the requirements that local public agencies form GSAs,

prepare GSPs, and ensure basin sustainability do not apply to low-priority basins; instead, SGMA “encourages” local public agencies in low-priority basins to prepare GSPs. (Wat. Code, § 10720.7.) As of the preparation of this staff report, DWR’s re-designation of the Basin as a low priority remains in draft form.

The potential that DWR’s low-priority designation becomes final raises several issues related to the County’s continued participation in the OVGA and the preparation of a GSP for the Basin. At the October 2019 OVGA meeting, a majority of the members on the OVGA Board of Directors voted to continue preparing a GSP even if DWR makes final its low-priority designation. As such, OVGA staff will begin using grant funds it has obtained through the 2017 Proposition 1 Sustainable Groundwater Planning Grant to begin paying invoices from the consultant preparing the GSP. Up until that decision, the OVGA had been paying the consultant from funds contributed by members, including the County. The use of grant funds will likely offset the amount of annual contributions from funding members in future years. In light of these developments, the preparation of a GSP for the Basin will continue to completion.

However, the County’s continued membership in the OVGA remains an outstanding issue. If DWR makes final its draft low-priority designation for the Basin, then many of the factors that contributed to the County’s decision to join the OVGA no longer exist. For example, as a low priority, the Basin does not need to be managed according to a GSP adopted by a GSA to achieve SGMA’s sustainability mandates; said differently, if the Basin is a low priority, then local public agencies do not need to form a GSA nor adopt and implement a GSP. (See Wat. Code, § 10720.7(a).) Also, if the Basin is a low priority, there is no threat of the State Water Resources Control Board designating the Basin as “probationary,” and then preparing and enforcing its own plan (i.e., without the input of local public agencies and stakeholders). Without the threat of intervention by the State Water Board, also known as “state intervention,” the most significant factor prompting the Basin’s local agencies, including the County, to execute the JPA to form the OVGA and prepare a GSP no longer exists.

In addition, if the County were to decide to withdraw from the OVGA JPA, then it is expected the County would not continue to make contributions to the OVGA as an extra-funding member, which would result in savings of approximately \$53,000 for FY 2019-2020 and FY 2020-2021. Also, withdrawal would save the time and resources of Supervisors and staff who contribute to the OVGA’s administration. Some of those staff costs are reimbursed.

Notwithstanding the foregoing, there are considerations that weigh in favor of the County remaining an OVGA member. First, the OVGA JPA provides, in pertinent part:

A Member may not withdraw from [the OVGA JPA] after conclusion of the GSPDB Funding Meeting until the GSP is approved for implementation. After the GSP is approved for implementation, any Member may withdraw from this Agreement upon written notice given (3) three months prior to the adoption of the next annual budget.

(OVGA JPA, Art. VI, ¶1.1.) In essence, this provision prohibits withdrawal until a GSP is adopted for the Basin. Notwithstanding that, at this time, the OVGA is currently accepting requests from members interested in withdrawing; however, it is unclear whether the OVGA Board of Directors would grant requests to withdraw. In addition, there may be advantages to the County remaining an OVGA member. Continued membership and participation would allow the County to participate in the development of the GSP, basin sustainability criteria, enforcement mechanisms, etc., especially in the Mono County portion of the Basin.¹ This may benefit the County if DWR were to re-designate the Basin a medium or high priority in the future and thus require the preparation, adoption, and implementation of a GSP, as the OVGA will already be the GSA for the Basin, the GSP that will be prepared by the OVGA may satisfy SGMA requirements at that time, and, at the very least, much of the work that goes into preparing a GSP will likely already have been completed. And, as the above cited OVGA JPA provisions suggests, the County could withdraw from the JPA once the adopts a GSP. So, the County could remain an OVGA member for the time being, participate in GSP preparation and evaluate the final draft, and decide to voluntarily withdraw after the GSP is adopted.

The County's continued membership in the OVGA will require supervisor and staff time and resources; in addition, the County would be required to continue making member contributions of approximately \$53,000 for FY 2019-2020 and FY 2020-2021.²

¹ If the OVGA prepares a GSP for the Basin and the County were to withdraw from the OVGA JPA, then the OVGA could not implement and enforce the GSP within the County's jurisdiction. It is worth noting that this conclusion would not necessarily be the same if the Mono County Tri-Valley Groundwater Management District or the Wheeler Crest Community Service District were to withdraw.

² This annual amount is memorialized in a contribution funding agreement between the OVGA and the County. That agreement, however, provides that this amount may be adjusted based on the receipt of funds from other sources, such as the DWR grant. Because the OVGA has received and will expend DWR grant funds for the preparation of the GSP, it is expected that the amount of the County's contribution will be less than \$53,000 per fiscal year; however, an exact contribution amount is uncertain at this time. Member contributions, including the County's contribution, will continue to be necessary to pay for OVGA costs not related to GSP preparation, such as staff services.

Mono County Board of Supervisors
RE: OVGAs Membership
November 12, 2019
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October 25, 2019

John Peters, Chair
Board of Supervisors
County of Mono, California
P.O. Box 715
Bridgeport, CA 93517

Re: Mill Creek and Wilson System, Mono County, California

Dear Chairman Peters:

Thank you for your letter dated July 16, 2019, concerning the management of flows in Mill Creek and the Wilson system in Mono County, California. The parties to the 2004 Lundy Hydroelectric Project Settlement Agreement (2004 Agreement)¹ write to address the Board of Supervisors' request for environmental stewardship and greater transparency in water management decision-making.

As the Board is aware, water management and environmental protection requirements associated with Mill Creek and the Wilson system are complex and highly regulated, both at the state and federal levels. The 1914 Mill Creek Adjudication, Mono County Superior Court Case No. 2088 (Nov. 30, 1914), governs appropriative rights, including Mono County's water rights on Mill Creek for several beneficial uses at the historic Conway and Mattly ranch properties. The Federal Energy Regulatory Commission (FERC) operating license for the Lundy Hydroelectric Project, FERC No. 1390 (Project), issued to Southern California Edison Company (SCE) in 1999 and amended in 2007,² requires significant public benefits related to recreation, erosion and sedimentation control, vegetation management, minimum flow requirements, sensitive species protection, riparian habitat enhancements, aesthetic improvements, and protection of historic properties and cultural sites. Finally, the 2004 Agreement requires the development of a plan to meet state-adjudicated water rights in Mill Creek and requires the improvement of the existing return conveyance facility for the delivery of Mill Creek water rights.

For many years, parties to the 2004 Agreement have been working to implement the agreement. As part of this work, the parties have discussed different ways to achieve the underlying goal of the 2004 Agreement, which was to develop a functional return ditch system that could be used by SCE to respond to the demands of the water rights holders and comply with the 1914 Decree. These ongoing discussions are essential to continuing and protecting the significant environmental mitigation and enhancement measures and public benefits provided by the Project.

¹ Parties to the 2004 Agreement consist of Southern California Edison, U.S. Forest Service, U.S. Bureau of Land Management, California Department of Fish & Wildlife, American Rivers, California Trout, and the Mono Lake Committee.

² *S. Cal. Edison Co.*, 86 FERC ¶ 61,230 (1999); *S. Cal. Edison Co.*, 121 FERC ¶ 61,154 (2007).

Parties to the 2004 Agreement welcome further engagement with the Board of Supervisors and the public as we work together to improve SCE's ability to address the needs of all Mill Creek water rights holders. As a standard practice of contractual parties working to potentially amend contractual obligations, certain discussions among the settlement parties will continue to require confidentiality, until any such negotiations are final. And, of course, in negotiating any potential amendment to the 2004 Agreement, the settlement parties have no intention to interfere (and, indeed, cannot interfere) with state-adjudicated water rights. Within these limitations, the settlement parties are committed to facilitating public participation and will be in contact with County staff to schedule a presentation on proposed plans for meeting state-adjudicated water rights as an informational agenda item at a Board meeting in the near future. We believe these communications will also facilitate annual water planning, as it will bring all stakeholders up to speed on water management activities.

Your July 16 letter also raised a concern regarding environmental review. Pursuant to the National Environmental Policy Act (NEPA), FERC conducted an Environmental Assessment (EA) to inform its 1999 relicensing decision, and issued another EA in 2006 that analyzed the potential impacts of upgrading the return ditch as contemplated in the original 2004 Agreement. While SCE has been testing various changes to its operations that could achieve the purpose of the 2004 Agreement without needing to construct a new return conveyance facility, those operational changes have not involved any state or federal approvals that could trigger new environmental review under CEQA or NEPA. Additionally, at this time, the settlement parties have not yet finalized plans related to any potential amendment of the 2004 Agreement. Thus, it is premature to determine the applicability of NEPA and CEQA to any potential amendment. Should any final plan involve federal or state action requiring environmental review (under NEPA and/or CEQA), the County, the public, and other interested stakeholders will have an opportunity to participate in such review, as required under applicable federal or state law.

We appreciate the County's commitment to this matter and look forward to continuing to work with the County on the management of flows in Mill Creek and the Wilson system in Mono County. Should you have any questions, please contact any of the parties listed below.

Sincerely,



Geoffrey McQuilkin
Executive Director
Mono Lake Committee



Steven Nelson
Field Manager, Bishop Field Office
Bureau of Land Management



for Tammy Randall-Parker
Forest Supervisor, Inyo National Forest
U.S. Forest Service



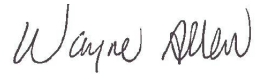
Leslie MacNair
Regional Manager, Inland Desert Region
California Dept. of Fish & Wildlife



Steve Rotherth
California Director
American Rivers



Redgie Collins
Attorney
California Trout



Wayne P. Allen
Principal Manager, Generation, Regulatory
Affairs & Compliance
Southern California Edison

cc: Mono County Supervisors Jennifer Kreitz, Fred Stump, Bob Gardner, Stacy Corless
Clarence Martin, LADWP Aqueduct Manager
Saeed Jorat, LADWP Waterworks Engineer
Katie Bellomo, People for Mono Basin Preservation