

AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

Teleconference Only - No Physical Location

Regular Meeting October 6, 2020

TELECONFERENCE INFORMATION

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

Important Notice to the Public Regarding COVID-19

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

1. Joining via Zoom

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

To join the meeting by computer:

Visit https://monocounty.zoom.us/j/93052472341

Or visit https://www.zoom.us/ click on "Join A Meeting" and use the Zoom Meeting ID 930 5247 2341.

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

To join the meeting by telephone:

Dial (669) 900-6833, then enter Webinar ID 930 5247 2341.

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

2. Viewing the Live Stream

If you are unable to join the Zoom Webinar of the Board meeting you may still view the live stream of the meeting by visiting http://monocounty.granicus.com/MediaPlayer.php?publish_id=8c4d8d56-9aa6-4b8a-ace3-1fbaaecbf14a

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. RECOGNITIONS

A. Domestic Violence Awareness Month

10 minutes

(Matthew O'Connor, Wild Iris Executive Director) - Proclamation designating October 2020 as Domestic Violence Awareness Month.

Recommended Action: Approve Proclamation designating October 2020 as Domestic Violence Awareness Month.

Fiscal Impact: None.

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

4. DEPARTMENT/COMMISSION REPORTS

5. CONSENT AGENDA

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

A. Board Minutes - August 18, 2020

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meeting on August 18, 2020.

Recommended Action: Approve the Board Minutes from the Regular Meeting on August 18, 2020.

Fiscal Impact: None.

B. Board Minutes - September 1, 2020

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meeting on September 1, 2020.

Recommended Action: Approve the Board Minutes from the Regular Meeting on September 1, 2020.

Fiscal Impact: None.

C. Board Minutes - September 8, 2020

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meeting on September 8, 2020.

Recommended Action: Approve the Board Minutes from the Regular Meeting on September 8, 2020.

Fiscal Impact: None.

D. Epidemiology and Laboratory Capacity (ELC) Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant Agreement

Departments: Public Health

Proposed grant agreement with the California Department of Public Health and Heluna Health pertaining to Epidemiology and Laboratory Capacity (ELC) Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant Agreement #6.NU50CK000539-01-08 DHHS-CDC, Term May 1, 2020 to March 31, 2022.

Recommended Action: Approve the Epidemiology and Laboratory Capacity (ELC) Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant Agreement for fiscal years 2020-21 and 2021-22, and authorize the Chairperson to sign one (1) copy of the Work Order Agreement with Heluna Health to execute the agreement on behalf of the County as well as authorize the County Administrative Officer and Interim Public Health Director to sign one (1) copy of the agreement as required. Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided they are approved by County Counsel and do not materially affect the County's rights. Provide any desired direction to staff.

Fiscal Impact: There is no impact to the County General Fund. The ELC CARES grant is awarded through the California Department of Public Health (CDPH) and administered through Helena Health. Total amount to be paid under grant is \$155,185 for the term of May 1, 2020 to March 31, 2022.

E. Increase in Appropriations and Addition of Three Limited Term Positions in the Department of Public Health

Departments: Public Health

Requested increase in appropriations for the Enhancing Laboratory Capacity/Enhancing Detection Funding (ELC/EDF) and Proposed Resolution amending Mono County List of Allocated Positions to add three limited-term positions within the Department of Public Health related to COVID-19.

Recommended Action:

- 1) Approve increasing appropriations in the amount of \$1,587,438 in new grant funding to support the public health response to COVID-19 (requires 4/5ths vote approval).
- 2) Adopt proposed Resolution R20-_____, Authorizing the County Administrative Officer to amend the list of allocated positions to add three (3) new limited-term positions consisting of one FTE Epidemiologist, one FTE Community Health Program Coordinator II, and one FTE Community Health Outreach Specialist in the Department of Public Health.

Fiscal Impact: There is no impact to the County General Fund. The new grant supports \$1,587,439 in expenditures over the next two and half years. Estimated remaining 2020-21 position costs are \$360,520.

F. Amendment #4 to Contract with Inyo County for Senior Services

Departments: Social Services

(Kathy Peterson) - Amendment #4 to Contract between County of Inyo and County of Mono for an increase in funds related to the Senior Services Program for FY 2019-20

Recommended Action: Approve the proposed contract Amendment #4 to the contract with Inyo County for senior services for the period July 1, 2016 through June 30, 2020 and authorize the Board Chair to execute such Amendment on behalf of the County.

Fiscal Impact: The proposed contract amendment provides an overall increase in funding for fiscal year 2019-20. The new amount for fiscal year 2019-20 is \$148,896. The total contract amount for July 1, 2016 through June 30, 2020 is approximately \$429,388.

6. CORRESPONDENCE RECEIVED

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

A. Department of Fish and Wildlife - Public Review of Draft Initial Study/Negative Declaration

Draft Initial Study/Negative Declaration for the Proposed Simplification and Amendments to Statewide Inland Sport Fishing Regulations completed by the California Department of Fish and Wildlife.

B. California Department of Water Resources Letter re: Delta Water Conveyance Facilities

The California Department of Water Resources is currently undertaking environmental review and related planning and design activities regarding new Delta conveyance facilities. The facilities under review would transport water from new intake points on the Sacramento River at the northern edge of the Delta through an underground tunnel running below the natural waterways of the Delta to export facilities at the southern edge of the Delta.

C. Letter re: Bridgeport Businesses Violating Public Health Orders

Letter to the Board regarding concerns over Bridgeport businesses not following public health orders.

D. NACo Nomination Letters

Letters from National Association of Counties (NACo) to Board of Supervisors regarding nominations as members of the Public Lands Policy Steering Committee, Community, Economic and Workforce Development Policy Steering Committee, Agriculture and Rural Affairs Policy Steering Committee, and Human Services and Education Policy Steering Committee.

E. Federal Energy Regulatory Commission (FERC) Letter re: Incident Report for a Ruptured Penstock Leading to the Poole Powerhouse

A letter from Frank L. Blackett, P.E., Federal Energy Regulatory Commission Regional Engineer, to James A. Buerkle, Southern California Edison Company Director of Generation, in response to a letter from Wayne Allen who submitted an incident report for a ruptured penstock leading to the Poole Powerhouse, which is part of the Lee Vining Creek Project, FERC No. 1388.

F. Southern California Edison (SCE) Letter re: Lundy Hydroelectric Project Outage

A letter from Cal Rossi, SCE Government Relations Manager, to the Board regarding the Lundy Hydroelectric Project Outage scheduled to begin October 1, 2020.

7. REGULAR AGENDA - MORNING

A. Update on Wildfires and Review of Open Fire Ban; Urgency Ordinance

Departments: Sheriff, Public Works

20 minutes

(Sheriff Braun, County Counsel Simon) - Update and discussion regarding status of wildfires across the State and in Mono County. Weekly review of need for Urgency Ordinance Prohibiting Open Fires on Private Property Within the Unincorporated Area of Mono County Due to Extreme Fire Danger.

Recommended Action: Consider and potentially adopt Urgency Ordinance

Continuing Prohibition of Open Fires within the Unincorporated Areas of Mono County; Providing Direction for the Reopening of Lundy Campground; and Superseding and Replacing Mono County Ordinance ORD20-09. Provide any desired direction to staff.

Fiscal Impact: None.

B. Election Update

Departments: Elections

10 minutes

(Shannon Kendall) - Update on November 3, 2020 General Election.

Recommended Action: None, informational only.

Fiscal Impact: None.

C. COVID-19 (Coronavirus) Update

Departments: CAO

30 minutes

(Dave Wilbrecht, Dr. Tom Boo) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health. Specific topics include, but are not limited to: Discussion of California's Blueprint for a Safer Economy.

Recommended Action: None, informational only.

Fiscal Impact: None.

D. Employment Agreement with Bryan Wheeler as Public Health Director

Departments: Human Resources/CAO

5 minutes

(David R Butters) - Proposed resolution approving a contract with Bryan Wheeler as Director of Public Health, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve Resolution R20-____, approving a contract with Bryan Wheeler as Director of Public Health, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Total cost for the remainder of fiscal year (2020-2021) will be \$146,421 of which \$89,272 is annual salary, and \$57,150 is the cost of benefits. Cost for a full fiscal year is \$199,443 of which \$121,600 is the annual salary and \$77,843 is the cost of benefits and is included in the approved budget.

E. Termination of Town/County/Mammoth Lakes Recreation (MLR) Memorandum of Understanding (MOU) and Adoption of Town/County MOU relating to Joint Recreation Position

Departments: Public Works

15 minutes

(Tony Dublino, Director of Public Works) - Discussion and action regarding the termination of the Town/County/MLR Agreement that governed the work and funding of the Eastern Sierra Sustainable Recreation Coordinator, and adopting a new Town/County Agreement for the same purposes.

Recommended Action:

- 1) Approve agreement terminating existing MOU between County, Town and Mammoth Lakes Recreation Regarding the Eastern Sierra Sustainable Recreation Coordinator Position and authorize the Public Works Director to execute termination agreement.
- 2) Approve and authorize Director of Public Works to sign the agreement as presented, or with such minor changes or modifications as may be approved by County Counsel and which do not alter the substantive provisions of the agreement.
- 3) Provide any desired direction to staff.

Fiscal Impact: This agreement replaces an existing agreement and does not alter the effect of the County's current financial contribution of \$50,000 for FY 20/21. The approved budget includes the cost of the proposed position offset by contributions from the Town for a net County cost of \$50,000. The County's contribution is funded with geothermal royalties.

F. Employment Agreement with Matthew Paruolo as Eastern Sierra Sustainable Recreation Coordinator

Departments: Public Works

5 minutes

(Tony Dublino, Director of Public Works) - Proposed resolution approving a contract with Matthew Paruolo as Eastern Sierra Sustainable Recreation Coordinator, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve Resolution R20-____, approving a contract with Matthew Paruolo as Eastern Sierra Sustainable Recreation Coordinator, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Total cost for the position for the remainder of fiscal year (2020-2021) will be \$90,045 of which \$51,012 is annual salary and \$39,033 is the cost of benefits. The cost for a full fiscal year would be \$120,060 of which \$68,016 is annual salary and \$52,044 is the cost of benefits.

G. Prop 68 Per Capita Grant Opportunities and Projects

Departments: Public Works

15 minutes

(Tony Dublino, Director of Public Works) - Presentation and discussion of the Prop 68 Per Capita Grant opportunities, and how those opportunities can be applied to identified recreation enhancement projects within the County. A tentative project list, including cost estimates, is included in the staff report for consideration.

Recommended Action: Receive presentation and provide direction to staff regarding future priorities for recreation enhancement projects to be paid for with Prop 68 funds.

Fiscal Impact: There is no fiscal impact with this informational item. Board direction may create specific projects that would require future Board consideration and/or approval.

H. District Attorney Salary Survey and Compensation

Departments: District Attorney

25 minutes

(Tim Kendall, Dave Butters) - Presentation and discussion of 2020 salary survey performed by the District Attorney's office for the positions of Assistant District Attorney and District Attorney.

Recommended Action: Consider information provided by District Attorney regarding salaries. Provide any desired direction to staff.

Fiscal Impact: If the results of the salary survey were to be implemented, the fiscal impact would be as follows:

Total increase for the District Attorney position for the remainder of fiscal year (2020-2021) will be \$18,827 of which \$13,255 is annual salary and \$5,573 is the cost of benefits. The cost for a full fiscal year would be \$266,363, of which \$170,004 is annual salary and \$96,359 is the cost of benefits. The proposed increase was not included in the FY 2020-2021 adopted budget.

Total increase for the Assistant District Attorney position for the remainder of fiscal year (2020-2021) will be \$17,667 of which \$12,438 is annual salary and \$5,229 is the cost of benefits. The cost for a full fiscal year would be \$232,251 of which \$144,503 is annual salary and \$87,748 is the cost of benefits. The proposed increase was not included in the FY 2020-2021 adopted budget.

FY 2020-21 budget savings and proposed inclusion of overhead charges in the Victim/Witness grant, if approved, are available to absorb the current year's requested salary and benefit increases.

I. Proposed Ordinance Adding Chapter 5.70 to the Mono County Code

Prohibiting Industrial Hemp Cultivation within the Unincorporated Area of the County

Departments: Community Development Department

(April Sall) - Proposed ordinance adding Chapter 5.70 to the Mono County Code prohibiting industrial hemp cultivation within the unincorporated area of Mono County.

Recommended Action: Introduce, read title, and waive further reading of proposed ordinance No. ORD20-____, Adding Chapter 5.70 to the Mono County Code Pertaining to the Local Regulation and Permitting of Industrial Hemp Operations within the Unincorporated Area of the County. Provide any desired direction to staff.

Fiscal Impact: None.

J. 2020/2021 California State Association of Counties (CSAC) Nominations

Departments: Board of Supervisors

5 minutes

15 minutes

Nomination of a member and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for 2020/2021. Appointment of individuals nominated by the Board is made by the CSAC Executive Committee and appointments are for one year.

Recommended Action: Nominate a member of the Board of Supervisors to serve on the CSAC Board of Directors for the 2020/2021 Association year beginning on November 12, 2020; also, nominate an alternate member.

Fiscal Impact: None.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

9. CLOSED SESSION

A. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mineral County et al. v. Lyon County et al. (NV Supreme Court Case No. 75917).

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

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. REGULAR AGENDA - AFTERNOON

A. Presentation and Discussion of Options in Response to Water Management Decisions/Activities on Mill and Wilson Creeks

Departments: County Counsel's Office, Public Works Department 1 hour

(Jason Canger, Tony Dublino) - Staff presentation, public comment, and discussion of possible options on water management activities on Mill and Wilson Creeks.

Recommended Action:

- 1) Receive staff presentation and public comment on recent impacts to Wilson Creek due to water management decisions and activities in the North Mono Basin:
- 2) Discuss potential options to address impacts identified by staff, stakeholders, and the public; and
- 3) Provide any desired direction to staff.

Fiscal Impact: None at this time. Potential future impacts depending on Board direction.

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



REGULAR AGENDA REQUEST

■ Print

MEETING DATE October 6, 2020

TIME REQUIRED 10 minutes PERSONS Matthew O'Connor, Wild Iris Executive

SUBJECT Domestic Violence Awareness Month APPEARING

BEFORE THE BOARD

Director

AGENDA DESCRIPTION:

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

Proclamation designating October 2020 as Domestic Violence Awareness Month.

RECOMMENDED ACTION:

Approve Proclamation designating October 2020 as Domestic Violence Awareness Month.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

TYES NO

ATTACHMENTS:

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Proclamation

History

TimeWhoApproval10/1/2020 10:49 AMCounty Administrative OfficeYes

9/22/2020 9:48 AM County Counsel Yes

9/23/2020 9:21 AM Finance Yes



MONO COUNTY BOARD OF SUPERVISORS DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION

WHEREAS, although progress has been made toward breaking the cycle of domestic violence and providing support to victims and families of Mono County, much work remains to be done; and

WHEREAS, Wild Iris has served over 1000 survivors of domestic violence and sexual assault over the last year, and advocates, law enforcement officials, health care providers, court systems, tribal organizations, and others are all an integral part of the effort to end domestic violence in the Eastern Sierra and must be recognized and applauded for their work; and

WHEREAS, victims of domestic violence embody incredible strength and resilience; and there is a need to increase public awareness and understanding of domestic violence and the needs of survivors; and

WHEREAS, understanding the Covid-19 pandemic has contributed to unprecedented levels of domestic violence locally, as 1 in 4 women and 1 in 7 men will experience domestic violence in their lifetime; and

WHEREAS, children exposed to domestic violence can experience long-term consequences including difficulty at school, substance abuse, and serious physical and mental health problems as adults; and

WHEREAS, domestic violence has a significant economic impact on women; throughout the country, an estimated 8 million days of paid work are lost as a result of intimate partner violence, costing over \$8 billion in expenses annually thru a combination of higher medical costs and lost productivity; and

WHEREAS, among families, domestic violence is the third leading cause of homelessness; and

WHEREAS, the Legislature recognizes the vital role that all Californians can play in preventing and one day ending domestic violence;

NOW, THEREFORE, the Mono County Board of Supervisors recognizes October 2020, and each following October, as National Domestic Violence Awareness Month.

APPROVED AND ADOPTED this 6th day of October, 2020, by the Mono County Board of Supervisors.

Jennifer Kreitz, Supervisor District #1	Fred Stump, Supervisor District #2
Bob Gardner, Supe	ervisor District #3



REGULAR AGENDA REQUEST

■ Print

MEETING DATE October 6, 2020

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT

Board Minutes - August 18, 2020

BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Approval of the Board Minutes from the Regular Meeting on August 18, 2020.

RECOMMENDED ACTION:

Approve the Board Minutes from the Regular Meeting on August 18, 2020.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

TYES VO

ATTACHMENTS:

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№ 8-18-2020 DRAFT Minutes

History

TimeWhoApproval10/1/2020 10:47 AMCounty Administrative OfficeYes9/29/2020 3:43 PMCounty CounselYes9/30/2020 3:22 PMFinanceYes



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

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

Teleconference Only - No Physical Location

Regular Meeting August 18, 2020

Flash Drive	No Portable Recorder
Minute Orders	M20-168 - M20-173
Resolutions	R20-80 – R20-81
Ordinance	ORD20-08 Not Used

9:01 AM Meeting Called to Order by Chair Corless.

Supervisors Present: Corless, Gardner, Kreitz, Peters, and Stump (all attended via teleconference).
Supervisors Absent: None.

All votes were conducted by roll call.

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

Pledge of Allegiance led by CAO Lawton.

Supervisor Stump:

 "How poor are they that have not patience! What wound did ever heal but by degrees?" - William Shakespeare

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

2. RECOGNITIONS

A. Recognition of Antelope Valley Fire Chief and Regional Planning

Advisory Committee Chair Mike Curti

Departments: Board of Supervisors

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

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

Supervisor Peters:

- Introduced item and Mike Curti
- Read proclamation

Mike Curti:

- Thanked the Board of Supervisors
- Spoke of his career and 10 years as fire chief

Peters moved; Stump seconded

Vote: 5 yes, 0 no

M20-168

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments **Bob Lawton, CAO**:

- Presentation by Beth Cohen
- Economic Recovery Branch meeting
- Meeting with Sheriff regarding Animal Control
- Budget Workshop
- Business Round Table

4. DEPARTMENT/COMMISSION REPORTS

Robin Roberts, Behavioral Health Director:

• Met with County staff and Dr. Jei Africa regarding racial equity issues

Kathy Peterson, Social Services Director:

Update on Rental Program through Mammoth Lakes Housing

5. CONSENT AGENDA

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

A. Reappointment of Richard Liebersbach to Assessment Appeals Board

Departments: Clerk of the Board

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

Action: Reappoint Richard Liebersbach to the Assessment Appeals Board

for a three-year term, effective September 1, 2020 through August 31, 2023.

Peters moved; Stump seconded

Vote: 5 yes, 0 no

M20-169

Stacey Simon, County Counsel:

• Thanked Richard Liebersbach for years of service on Assessment Appeals Board

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

Departments: Behavioral Health

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

Action: Approve County entry into proposed contract and authorize CAO to execute said contract on behalf of the County.

Peters moved; Stump seconded

Vote: 5 yes, 0 no

M20-170

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

Departments: First 5

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

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

Peters moved; Stump seconded

Vote: 5 yes, 0 no

M20-171

6. CORRESPONDENCE RECEIVED

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

The Board acknowledged receipt of the correspondence.

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

Tioga Project

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

B. Statewide COVID-19 Racial Disparity Task Force Letter

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

Supervisor Gardner:

 Asked Robin Roberts to include this in the work she is currently doing with Dr. Jei Africa

Supervisor Corless:

Asked CAO Lawton to bring this to EOC for consideration

7. REGULAR AGENDA - MORNING

A. Eastern Sierra Climate and Communities Resilience Project

Departments: Board of Supervisors

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

Action: None.

Janet Hatfield, Plumas Corporation Project Manager:

• Presented the Eastern Sierra Climate and Communities Resilience Project (presentation available on meeting webpage under Supporting Documents)

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

Departments: Community Development - Planning

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

Action: Adopt Resolution 20-80 granting the appeal and denying Use Permit 20-001/Barter and reversing the Planning Commission's May 21, 2020 decision.

Stump moved; Peters seconded

Vote: 4 yes, 1 no

R20-80

Kelly Karl, Assistant Planner:

• Introduced item

Supervisor Stump:

 Follow up communications with the community, this Resolution and the following Ordinance represents a majority of community members' wishes

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

Departments: Community Development - Planning

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

Action: Introduce, read title and waive further reading of proposed Ordinance 20-__, prohibiting owner-occupied short-term rentals in Swall Meadows.

Stump moved; Peters seconded

Vote: 5 yes, 0 no

M20-172

Kelly Karl, Assistant Planner:

Introduced item

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

Departments: Economic Development

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

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

Peters moved; Kreitz seconded

Vote: 5 yes, 0 no

M20-173

Supervisor Peters:

Introduced Scott Burkard

Alicia Vennos:

- Thanked Scott Burkard for applying for the vacant position
- Acknowledged Chris Long and her longstanding time as a commissioner
- Acknowledged Pam Hamic, former president of Northern Mono Chamber of Commerce

Scott Burkard:

- Appreciate Board's consideration
- Interested in continuing to help support safe and appropriate tourism within Mono County

Note:

Break: 10:32 AM Reconvened: 10:40 AM

E. COVID-19 (Coronavirus) Update

Departments: CAO

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

Action: None. Bob Lawton, CAO:

- Nobody currently guarantined at Sierra Nevada Resort
- Received 68 test results over the weekend with 1 positive result
- Latinx outreach committee met on July 28, thanked Robin Roberts
- EOC developing communication sheet to clarify accomplishments
- Staff is caught up on contact tracing
- The only specific advantage associated with being removed from the monitoring list is that schools can reopen without a waiver after 14 days off the list
- Mono County is scheduled to receive nearly \$1.6 million in epidemiology and laboratory capacity for prevention and control of emerging infectious diseases
- Three primary non-General Fund funding streams:
 - o CARES Act funding least restrictive, 1.4 million needs to be spent by December 30, 2020
 - ELC funding 2.5 years to spend, must have spending plan in place by end of August
 - o FEMA funding requires 25% County match
- Mono Basin Visitor Center update

Chris Mokracek, EMS Chief:

- Public testing resuming
- Community Support, new taskforce leader
- EOC phone line will have a Spanish outgoing message in addition to English
- Increasing capacity of paramedics flu shot clinics, COVID testing

Dr. Tom Boo, Mono County Health Officer:

- Mono County can be removed from the state monitoring list if positivity rates stay below the State threshold for at least three days
- Lag time between State and local data
- Second death due to COVID in Mono County
- Guidance on how ski industry in California will operate during the pandemic
- No success in obtaining rapid antigen tests for use by Public Health

Bryan Wheeler, Public Health Nurse:

- Typically receive COVID results back from UCSF within 2-3 days
- 2-1-1 line is available 8AM-5PM, 7 days a week

Alicia Vennos, Economic Development Director:

Economic recovery

- Restaurants without outdoor seating capacity are struggling, as are personal care services
- Private RV parks and some of the lodging sector are doing well
- Lodging sector reporting dip in bookings after this weekend
- Town of Mammoth Lakes has allocated funds to various business grant applicants from their Business Assistance Program.
- Working with CAO Lawton and Finance Director Dutcher to develop a similar program for the unincorporated business community

Ingrid Braun, Mono County Sheriff:

- Public Lands Enforcement Meeting productive meeting to review what is going on in all the different areas of enforcement
- DWP still having issues at Grant Lake
- Receiving calls regarding illegal campfires and illegal camping
- Mammoth Fire has offered their services to Inyo National Forest to patrol Mammoth Scenic Loop
- In order to have a campfire on Inyo National Forest or BLM land, you must be at an established campsite that you have paid for, with a campfire ring
- Per Mammoth Fire, this fire restriction also applies to private land. Homeowners with a campfire ring cannot have an open flame wood fire in their backyard.

Stacey Simon, County Counsel:

 Noted that a large portion of the Public Lands Enforcement Meeting consisted of BLM, Humboldt-Toiyabe, and other agencies thanking the Mono County Sheriff's Department for their assistance, support, and response.

Supervisor Kreitz:

 Possibility of using CARES Act funding or other funding sources to help support essential workers who have tested positive for COVID-19 and are unable to work

Supervisor Peters:

- Request for comprehensive document showing available funds and appropriations
- Work with the Town to make sure any gaps are filled

Supervisor Gardner:

Focus on the needs of the community

Supervisor Corless:

- Thanked Sheriff Braun for her leadership and work dealing with public lands related law enforcement issues
- Thanked MLPD and MLFD for their work

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

9. CLOSED SESSION

Closed Session: 12:02 PM Reconvened: 1:01 PM

Nothing to report out of Closed Session.

A. Closed Session - Public Employee Evaluation

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

B. Closed Session - Labor Negotiations

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

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

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

11. REGULAR AGENDA - AFTERNOON

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

Departments: Economic Development

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

Action: Conduct public hearing. Approve an application for Community Development Block Grant (CDBG) Cares Act Funds in the amount of \$64,484 for a Microenterprise Financial and Technical Assistance Program.

Gardner moved; Kreitz seconded

Vote: 5 yes, 0 no

R20-81

Alicia Vennos, Economic Development Director:

Introduced item

Jeff Lucas, Community Development Services Principal:

- First phase of funds, additional funds available in a month
- Provide assistance and grant funds to businesses that are either members of the low-moderate income group or have employees who meet that requirement.
- Targeted specifically for small businesses with 5 employees or less. Program offers no flexibility for businesses with more than 5 employees.

- Allowable program costs: lease costs, purchasing additional equipment to improve their business/cash flow, any legitimate business cost that is needed for the business to retain itself and there are no other available resources the business can pursue
- Application process to establish eligibility

Public Hearing opened: 1:14 PM

Public Comment:

- No Name
- No Name

Public Hearing closed: 1:16 PM

12. BOARD MEMBER REPORTS

Supervisor Corless:

- Thanks to our staff for budget process and last week's workshops!
- 8/12: Rural County Representatives of California Board Meeting. Official
 announcement from CEO/President Greg Norton that he will retire at the end of
 the year, executive committee is starting the search process. RCRC board voted
 to take positions on 5 of the upcoming ballot measures
- RCRC Homeowner's Insurance Ad Hoc Committee (Committee) adopted a
 "Support" position Assembly Bill 2167 (Daly), which would establish the
 Insurance Market Action Plan (IMAP) program. The Committee also adopted a
 "Support" position on the accompanying bill, Senate Bill 292 (S. Rubio), which
 would, among other provisions, create a process that identifies counties eligible
 under the IMAP program.
- 8/14: Golden State Natural Resources board meeting--reports on feasibility studies for feedstock, processing facilities, economic/social/environmental impacts, call with state and forest service representatives re: USFS/California shared stewardship agreement
- 8/17: Meeting to discuss county anti-racism training, framework for addressing disparities county-wide. Looking to do an introductory presentation at Board of Supervisors meeting on 9/8 or 9/15, will work with CAO Lawton to schedule.

Supervisor Gardner:

- Last Wednesday morning I participated in a NACO Public Lands Policy
 Committee meeting. Topics covered included the Great American Outdoors Act,
 BLM wild horses and burros activity, the status of COVID-19 legislation, the
 status of FY 2020-2021 Congressional appropriations, and planned advocacy for
 the Payments in Lieu of Taxes Program.
- On Wednesday Aug. 12 I attended the Mono Basin RPAC Zoom meeting.
 Topics discussed included a COVID-19 update, the status of the SCE substation project, and ATV activity in the Mono City area.
- On Thursday I participated in the County Budget Board Workshop with other Board members.
- On Friday August 14 I participated in an Eastern Sierra Council of Governments (ESCOG) Zoom meeting. Topics discussed included ESCOG clerical and fiscal agreements, the status of ESCOG liability insurance, recruitment for an ESCOG part time Executive Director, a presentation by the Regional Fire and Forest

- Capacity Program, a presentation from the Innovative Financing for National Forest on the recent campground infrastructure grant award, and an update on Eastern Sierra Sustainable Recreation Partnership activity.
- Also, on Friday morning I participated in a Zoom meeting of the Eastern Sierra
 Transit Authority (ESTA) Board of Directors. Topics and actions at that meeting
 included regular financial and operations reports, approval of two policy updates,
 approval of three grant applications, and review and approval of the ESTA
 Strategic Business Plan. Ridership is slowing increasing this summer, although
 still below last year.
- I have also included with my Board report a copy of the draft ESTA Strategic Business Plan Dashboard. This is an excellent example of where I hope we can go with all our Depts. In the future. It shows in a simple and straightforward way to our Board and our citizens how we are doing providing service, as well as data on costs and other performance. Transit may be easier to measure than many County programs, but I would hope we can move in this direction sooner than later, of course after COVID-19 workload diminishes.

Supervisor Kreitz:

- On August 12, I attended the Mono County Census Committee meeting. Mono
 County is at 20.6% response rate, still the last in the state's 58 counties, the
 state response rate is at 65.6%. Census work sets are in our communities and
 there is still time to responds, through the end of September at
 my2020census.org
- I participated along with the rest of the Board on Thursday, August 13 for the county's budget hearing. Many thanks to staff for putting together a comprehensive workshop!
- On Friday August 14th I attended the ESTA Board of Directors meeting.
 Ridership is still down but is picking up. The Board approved an ESTA Business
 Plan with a dynamic dashboard which will be used in part as a guide for the
 Executive Director's employee review.

Supervisor Peters:

- 8/11: Bridgeport RPAC discussions about possible off-road activities, virtual Founders Day on Facebook
- Phone call with Katie Bellomo regarding Mill/Wilson Creek, followed up with CAO Lawton and Jason Canger. Looking forward to hearing more about that at future meetings.
- 8/12: Attended RCRC meeting
- Economic Recovery Branch meeting
- Budget Hearings thanked Megan, Janet, and everyone involved with making the budget process a more palatable and digestible experience this year
- Petition circulating regarding the Bridgeport jail location. Requested staff arrange a community meeting to update Bridgeport community members on the status of the jail project.

Supervisor Stump:

- Capital Account Budget Hearing CSA 1 funding
- 8-13: County Budget Workshop
- \$44,000 for donations to community groups would like to have this addressed as a separate item during budget hearing

DRAFT MEETING MINUTES August 18, 2020 Page 11 of 11

ADJOURN AT 1:38 PM	
ATTEST	
STACY CORLESS CHAIR OF THE BOARD	
QUEENIE BARNARD SENIOR DEPUTY CLERK OF THE BOARD	



REGULAR AGENDA REQUEST

■ Print

MEETING DATE October 6, 2020

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT

Board Minutes - September 1, 2020

Board Minutes - September 1, 2020

BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Approval of the Board Minutes from the Regular Meeting on September 1, 2020.

RECOMMENDED ACTION:

Approve the Board Minutes from the Regular Meeting on September 1, 2020.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

TYES VO

ATTACHMENTS:

Click to download

□ 9-1-2020 DRAFT Minutes

History

TimeWhoApproval10/1/2020 10:48 AMCounty Administrative OfficeYes9/29/2020 3:45 PMCounty CounselYes9/30/2020 3:22 PMFinanceYes



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

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

Teleconference Only - No Physical Location

Regular Meeting September 1, 2020

Flash Drive	No Portable Recorder
Minute Orders	M20-174 – M20-177
Resolutions	R20-82 Not Used
Ordinance	ORD20-08

9:00 AM Meeting Called to Order by Chair Corless.

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

Supervisors Absent: None.

All votes were conducted by roll call.

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

Pledge of Allegiance led by Supervisor Stump.

Supervisor Corless:

 Adjourn in memory of Tom Berryhill, who represented Mono County and Eastern Sierra in the California State Senate, most recently a member of Stanislaus Board of Supervisors.

Supervisor Kreitz:

Adjourn in memory of Laura Kreitz, Supervisor Kreitz's sister in law.

Supervisor Gardner:

- "To handle yourself, use your head; to handle others, use your heart."
 - Eleanor Roosevelt

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Katie Maloney Bellomo

• Addressed procedural issue of the field trip to North Mono Basin

Technical difficulties Break: 9:23 AM Reconvened: 9:29 AM

2. RECOGNITIONS

A. Recognition of Raymond Gaffney

Departments: Social Services

(Kathy Peterson and Michelle Raust) - Recognition of Raymond Gaffney, Social Worker IV, for completing a Master of Social Work degree through the Title IVE Program.

Action: None.

Kathy Peterson, Social Services Director:

 Recognized Raymond Gaffney for his academic achievement and commitment to serving families in Mono County

Michelle Raust, Child and Adult Services Program Manager:

Reviewed Raymond's achievements

Raymond Gaffney, Social Worker IV:

- Appreciate recognition
- Thanked County for support

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments **Bob Lawton. CAO:**

- Attended meetings of the Economic Recovery Branch
- Visited with external auditors, thanked Finance Director Dutcher for her staff's support of the audit process
- Several COVID community meetings, business round table
- Statewide conference calls with County Administrators Association
- Public Agency Retirement System review
- Enforcement team meetings
- COVID finance meeting

4. DEPARTMENT/COMMISSION REPORTS

Chris Mokracek, EMS Chief:

- Slink Fire update caused by lightning strike
- Evacuation of Walker and Coleville
- Estimated at 12,000 acres this morning
- Highway 395 still closed from the mouth of the canyon to Holbrook Junction
- Minor injuries, no residential structures lost
- Concerns about historical sites

Note:

- Coordinated with Social Services, Antelope Valley CERT, and Sheriff's Department
- Mono County sent a taskforce last night from fire districts throughout the County and supplemented existing resources from Mono County, Inyo County, and Northern Nevada

Kathy Peterson, Social Services Director:

- Slink Fire update opened a temporary evacuation point in coordination with Sheriff's office at Topaz Lodge
- Work with Red Cross Red Cross personnel are not on site, lend logistical support, authorize securing hotel rooms for those in need
- Due to COVID, not opening regular shelters
- Housed 7 people at Topaz Lodge
- Thanked Social Services staff, Kyla Closson, Cynthia Musgrove, and Pat Espinosa for helping at the evacuation sites
- Thanked Fire Chief Dave Fogerson of the East Fork Fire Protection District for support

Ingrid Braun, Mono County Sheriff:

- Slink Fire update Collaborative effort, worked with CHP, Fish and Wildlife, Caltrans to notify residents.
- Thanked Chief Mokracek's team and Social Services staff
- Reminder for everyone to have a plan

Janet Dutcher, Finance Director:

- Published recommended County budget for fiscal year 2020-2021, can be accessed on County website in the Budget Portal
- Budget public hearing, which precedes adoption of the budget, is scheduled for September 8 at 1PM

Shannon Kendall, Clerk-Recorder-Registrar, Scheereen Dedman, Assistant Clerk-Recorder-Registrar:

- Every single voter in Mono County will get a vote-by-mail ballot mailed to them
- Different options to turn ballots in
- Accepting comments on ballot boxes
- Vote-by-Mail ballot tracking http://wheresmyballot.sos.ca.gov/
- Met with Dr. Boo regarding polling locations will have all six normal polling locations
- If voting at a polling location, voter must bring their unvoted mail in ballot to the polling location to exchange for a polling place ballot that can be fed through the machines. Otherwise, voter must vote provisionally.

Michelle Raust, Child and Adult Services Program Manager:

- Update regarding child welfare in relation to COVID-19 pandemic
- Significant drop of reports of child abuse 40% drop during months of March, April, May, and June
- Starting in August, reports have increased, numbers are now the same as this time last year
- 6% below statewide average for substantiated reports
- Will be back in November with a more thorough update for child welfare in Mono County

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. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 7/31/2020.

Action: Approve the Treasury Transaction Report for the month ending

7/31/2020.

Peters moved; Gardner seconded

Vote: 5 yes, 0 no

M20-174

B. Proposed Ordinance Prohibiting Owner-Occupied Short-Term Rentals in Swall Meadows

Departments: Community Development - Planning

Proposed ordinance prohibiting owner-occupied short-term rentals in Swall Meadows.

Action: Adopt proposed ordinance ORD20-08, prohibiting owner-occupied short-term rentals in Swall Meadows.

Peters moved; Gardner seconded

Vote: 5 yes, 0 no

ORD20-08

C. Third Amendment to Civic Center Furniture Purchase, Moving, and Assembly Agreement

Departments: County Administrative Office, IT Department

Proposed Third Amendment to the agreement with Reno Business Interiors, Inc. and Office Environments, Inc. for the purchase of new Civic Center furniture and sneeze guards and related moving and assembly services.

Action: (1) Approve the Agreement and Third Amendment to Agreement for the Purchase of Furniture and Related Services between the Count of Mono, Reno Business Interiors, Inc., and Office Environments, Inc. ("Third Amendment"); (2) Authorize the County Administrative Office to execute the Third Amendment on behalf of the Board of Supervisors.

Peters moved: Gardner seconded

Vote: 5 yes, 0 no

M20-175

Public Comment:

No Name

Dave Wilbrecht, Consultant:

Addressed public comment questions

Janet Dutcher, Finance Director:

- The \$6,005.79 for furniture for the CAO's office and DA's office is not funded from CARES Act money, it is being funded out of leftover funds from the Civic Center Project, Fund 193.
- The remainder of the increase in the contract is CARES funding eligible

Stacey Simon, County Counsel:

 Civic Center operation is in compliance with all State and local COVID requirements and there are no prohibited gatherings allowed

D. Second Amendment to Contract for Indigent Defense Services

Departments: County Counsel

Proposed second amendment contract with Liebersbach, Mohun & Reed for the Provision of Indigent Defense Services pertaining to a change in the name of the firm and its ownership structure.

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

Peters moved; Gardner seconded

Vote: 5 yes, 0 no

M20-176

E. Help America Vote Act (HAVA) Grant COVID Funding

Departments: Elections

The U.S. Elections Assistance Commission, through the State of California, is offering HAVA federal reimbursement funding to comply with the requirements of HAVA Section 101 for additional costs associated with the national emergency related to the coronavirus. These funds must be expended by December 31, 2020.

Action: Approve, and authorize the Mono County Clerk-Recorder-Registrar of Voters to sign, Agreement #20G26126 with the California Secretary of State for receipt of up to \$26,627.00 to be spent "to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle".

Peters moved; Gardner seconded

Vote: 5 yes, 0 no

M20-177

6. CORRESPONDENCE RECEIVED

Direction may be given to staff regarding, and/or the Board may discuss,

any item of correspondence listed on the agenda.

The Board acknowledged receipt of the correspondence.

A. Application for Alcoholic Beverage License - Sportsmen's Bar and Grill, LLC

An application to the State of California Department of Alcoholic Beverage Control for Alcoholic Beverage License by Sportsmen's Bar and Grill, LLC doing business as Sportsmen's Bar and Grill located at 271 Main St., Bridgeport, CA 93517.

B. Mono Basin Historical Society Thank You Letter

Letter of thanks from the Mono Basin Historical Society to the Board for last year's Historical Society Support Grant.

C. Letters re: Mono County New Jail Project

Letters from Bridgeport residents to the Board regarding the proposed plan to build a new County Jail in Bridgeport.

Supervisor Peters:

• Requested future agenda item for update from staff

D. Letter re: DeChambeau Ranch and Ponds and Wilson Creek

A letter from Hillary Hansen Jones to the Board regarding DeChambeau Ranch and Ponds and Wilson Creek.

Public Comment:

- Hillary Hansen Jones
- Katie Maloney Bellomo

Technical difficulties Break: 10:47 AM Reconvened: 10:54 AM

Bartshe Miller

E. Federal Energy Regulatory Commission Letter re: Plan and Schedule for the 2019 Eastern Operations Dam Safety Inspection Follow-up Items

A letter from Frank L. Blackett, P.E., Federal Energy Regulatory Commission Regional Engineer, to James A. Buerkle, Southern California Edison Company Director of Generation, regarding a plan and schedule for the 2019 Eastern Operations dams listed in the Enclosure.

Public Comment:

Katie Maloney Bellomo

F. Office of Head Start Response to Letter from Board Supporting Inyo Mono Advocates for Community Action (IMACA) Appeal of Denial for Head Start Grant

A letter from Dr. Deborah Bergeron, Director of the Office of Head Start, to Chair Corless in response to the letter sent on August 17, 2020 from the Board of Supervisors supporting Inyo Mono Advocates for Community Action's appeal of the denial for the Head Start Grant.

Robert Hughes, IMACA Executive Director, Brittany Nelson, IMACA Preschool Director:

- Provided background information on the Head Start Grant
- Addressed letter from Dr. Deborah Bergeron

G. Notice of Availability of a Draft Supplemental Environmental Impact Report for the Casa Diablo IV Project

The Great Basin Unified Air Pollution Control District (District) is the Lead Agency pursuant to the California Environmental Quality Act (CEQA) and is seeking public and agency comments on a 2020 Draft Supplemental Environmental Impact Report (SEIR) for the Casa Diablo IV Geothermal Power Plant Project (Project) during a 45-day public review period between August 27, 2020 and October 12, 2020.

Break: 11:13 AM Reconvened: 11:23 AM

7. REGULAR AGENDA - MORNING

A. 2019 Annual Crop & Livestock Report

Departments: Agricultural Commissioner

(Nathan D. Reade, Agricultural Commissioner) - Presentation by Nathan Reade regarding 2019 Annual Crop and Livestock Report for Mono County.

Action: None.

Nathan Reade, Agricultural Commissioner:

- In light of fires up north, there are N95 masks available for agricultural producers impacted by smoke
- Presented 2019 Annual Crop and Livestock Report

Moved to item 7C.

B. Census 2020 Update

Departments: CAO

(Robert C. Lawton) - Pursuant to Article I of the United State Constitution, the decennial Census of the United States is fundamental to apportioning legislative representation at the local, state and federal levels. In addition, information from the Census forms the basis for distribution of state and federal funding for highways, education, roads and social programs.

Census Director Steven Dillingham announced from Washington on July 30 that Census counting efforts would end on September 30 - a month earlier than previously scheduled. Closing the Census on September 30 would include termination of all online, telephone and mail efforts to reach and count the American population.

California's statewide self-response rate is 67%. Among California Counties, response rates range from a high of 77% in San Mateo County, to a low of 21% in Mono County.

Action: The County Administrative Officer recommends that the Board 1) Receive briefings from staff and stakeholders on the importance to Mono County of an accurate Census count and status of Census activities in Mono County; and 2) Discuss possible approaches to raising Mono County's response rate.

Bob Lawton, CAO:

- Introduced item
- Mono County is 58th out of 58 counties in California for census response rate

Supervisor Kreitz:

- Provided background on Mono County census outreach
- 21.1% response rate in Mono County, 15.2% response rate in Mammoth Lakes
- Mammoth Lakes Library has two census stations open until end of September

Supervisor Gardner:

 Three-quarters of homes in June Lake are second homes - numbers don't truly reflect response rate

Supervisor Stump:

- Complaint from census worker who lives in Chalfant about being sent to another County to work, not being provided with PPE.
- Concerned about the process

Brianna Brown, Census Worker:

- Required to leave certain documentation at residences
- Described experience working in rural communities

Supervisor Corless:

 Direct CAO Lawton to write letter to regional census Bakersfield office regarding the issue of census workers not being allowed to work in their own County

Public Comment:

David Carle

Break: 3:25 PM Reconvened: 3:31 PM

Moved to Item 7D

C. COVID-19 (Coronavirus) Update

Departments: CAO

(Robert C. Lawton) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health. Specific topics include, but are not limited to: Discussion of recent State-announced changes to COVID-19 response and re-opening plans.

Action: None. Bob Lawton, CAO:

- Received clear guidance from State regarding State's approach to mitigating COVID spread and giving an idea of how we will move toward less restrictive guidelines and regulations.
- There are four risk tiers: Minimal, Moderate, Substantial, and Widespread
- Mono County is in the Moderate risk tier, will not be able to move into Minimal risk tier for 21 days
- Eight households currently in quarantine, no one at the Sierra Nevada Resort
- 105 tests last week, all came back negative
- Submitted ELC Grant application includes Community Health Program Grant Coordinator and Community Health Outreach Specialist positions, additional supplies, increase in testing staff and contact tracers
- Mammoth Hospital reports more than adequate testing capacity and PPE available for hospital staff
- Dr. Boo and Sheriff Braun recorded PSAs for the Yosemite Gateway Area Coordination Team – 30-second videos reminding people to wear masks, maintain social distancing, wash hands, avoid gatherings.

Dr. Tom Boo, Mono County Health Officer:

- State seems committed to establishing an equity metric to look at how well jurisdictions are doing with health disparities related to COVID
- No COVID patients in Mammoth Hospital at this time
- 2-1-1 call volume is moderate
- Local and state employee screening requirements
- State is discouraging combining flu shots and COVID testing

Chris Mokracek, EMS Chief:

- Working with Cal OES to acquire a 30-day supply of PPE for businesses
- Working with Public Health to get paramedics involved with flu clinics at end of month
- Meeting with Toiyabe to discuss testing and how to assist in North County

Ingrid Braun, Mono County Sheriff:

• Weekly law enforcement partners meeting yesterday – discussed what is

anticipated for Labor Day weekend

- Calls continue for illegal campfires
- Mammoth Police Department staffing overtime details this weekend parking issues and crowding at Horseshoe and Lake Mary areas
- Issues at Wild Willy's and other hot springs
- MLFD, MLPD, Sheriff, and Inyo National Forest Mammoth Scenic Loop enforcement

Justin Caporusso, Public Information Manager:

- PSAs will be posted on social media
- Joint messaging regarding avoiding gatherings and recreating responsibly
- JIC going through all local orders and comparing them to the State order to identify and outline where the County and Town may be more restrictive

Public Comment:

No Name

Moved Items 7B and 7D to afternoon session. Moved to Item 9.

D. Coronavirus Aid, Relief, and Economic Security (CARES) Act Proposed Expenditure Plan

Departments: Finance, CAO

(Janet Dutcher) - The CARES Act was passed by Congress and signed into law on March 27, 2020. \$150 billion in aid to state and local governments was distributed from the Coronavirus Relief Fund (CRF) created by the CARES ACT, including \$9.5 billion allocated to the State of California. As part of the State's Adopted Budget, \$1.3 billion of this balance was allocated to California counties, including \$1,373,000 to Mono County, to reduce the financial impacts of the COVID-19 pandemic. Today's agenda item will include a presentation describing the spending restrictions (and opportunities) and the recommended expenditure plan developed by staff. Period of eligibility began March 1 and extends to December 30, 2020.

Action: Receive presentation. Approve or amend staff recommendations for spending the County's CARES Act proceeds. Authorize the County Administrative Officer to shift funds between spending categories if one area has unspent funds.

Janet Dutcher, Finance Director:

- Introduced item
- Presented CARES Act Proposed Expenditure Plan

Bob Lawton, CAO:

• High level of uncertainty with respect to other funding the County may receive

Kathy Peterson, Social Services Director:

 Addressed food insecurity – Spoke with IMACA Executive Director regarding agency's need for additional funds for food program. At this time, funding support from State sources has been adequate. Not concerned about CalFresh program through Social Services.

• Right to Recover Program

Alicia Vennos, Economic Development Director:

- Economic Development, Tourism, and Film Commission working on draft outline of Business Assistance Program for unincorporated Mono County businesses
- Inyo County just launched a business assistance program called "Revive."
 Allocated \$800,000 from CARES Act funding, offering grants up to \$25,000.

Public Comment:

- No Name
- Ralph Lockhart

Moved to Item 11B.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

9. CLOSED SESSION

Closed Session: 12:43 PM Reconvened: 1:12 PM

Nothing to report out of Closed Session.

A. Closed Session - Public Employee Evaluation

PUBLIC EMPLOYEE PERFORMANCE EVALUATIONS. Government Code section 54957. Title: (1) County Administrative Officer; (2) County Counsel.

B. Closed Session - Labor Negotiations

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

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

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

11. REGULAR AGENDA - AFTERNOON

A. Public Hearing - Specific Plan Amendment to the June Lake Highlands' Specific Plan, with Tract Map modifications

Departments: Community Development - Planning

(Michael Draper) - Public hearing regarding proposed resolution adopting June Lake Highlands Specific Plan Amendment #2 and modification of Tract Map #34-24 and #34-26, allowing up to 27 properties to apply for a Vacation Home Rental Permit, consistent with General Plan Chapter 26 standards and regulations, on a first-come first-served basis. Vacation Home Rental Permits are specific to the owner of the property and do not transfer with the sale of property.

Action: None.

- 1. Open the public hearing for Specific Plan Amendment #2 and tract map modifications, receive public testimony, and make any desired changes.
- 2. Find that the project qualifies as a CEQA Exemption under CEQA Section 15301(a).
- 3. Adopt Resolution R20-__ (Attachment #1) Adopting June Lake Highlands Specific Plan Amendment #2 and Modification of Tract Map #34-24 and #34-26, with any desired modifications and making all required findings.

Michael Draper, Planning Analyst:

- Presentation (available on meeting webpage under Supporting Documents)
- Provided background on plan
- Addressed questions from the Board

Wendy Sugimura, Community Development Director:

· Addressed questions from the Board

Alicia Vennos, Economic Development Director:

Workforce housing issues in June Lake and Lee Vining

Public Hearing opened: 2:15 PM

George Larson, applicant

Public Comment:

Jin and Charles Hewet

George Larson, applicant, response

Public Hearing closed: 2:35 PM

Board deliberation

Supervisor Gardner:

 Would like to take time to speak to the residents and property owners for feedback before making a decision

Supervisor Kreitz:

- Availability of affordable housing for workforce
- Willing to support owner-occupied short term rentals

Supervisor Stump:

 Support Supervisor Gardner's request for additional time to speak to residents and property owners

Supervisor Peters:

 Support Supervisor Gardner's request for additional time to speak to residents and property owners

Supervisor Corless:

 Support Supervisor Gardner's request for additional time to speak to residents and property owners

Board consensus to allow Supervisor Gardner time to communicate with June Lake Highlands property owners regarding proposed plan.

Moved to Item 7B.

B. Community Support Grant Program for Fiscal Year 2020-21 - Budget Workshop

Departments: CAO, Finance

(Robert C. Lawton, County Administrative Office; Janet Dutcher, Finance Director) - Final Budget Workshop for Fiscal Year 2020-21 to discuss the County Administrator's Recommended Budget for the Community Support Grant Program.

Action: Stump moved to reopen the item and reconsider the allocation of the \$44,000 at the September 8 Budget Hearing; Kreitz seconded Vote: 2 yes, 3 no Motion failed.

Roll call:

Supervisor Corless: No Supervisor Gardner: No Supervisor Kreitz: Yes Supervisor Peters: No Supervisor Stump: Yes

Public Comment:

No Name

12. BOARD MEMBER REPORTS

Postpone Board reports to next week.

DRAFT MEETING MINUTES September 1, 2020 Page 14 of 14

ADJOURNED AT 4:52 PM in memory of Laura Kreitz and Tom Bei	ryhill.
ATTEST	
STACY CORLESS CHAIR OF THE BOARD	
QUEENIE BARNARD SENIOR DEPUTY CLERK OF THE BOARD	



REGULAR AGENDA REQUEST

■ Print

MEETING DATE October 6, 2020

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT

Board Minutes - September 8, 2020

Board Minutes - September 8, 2020

BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Approval of the Board Minutes from the Regular Meeting on September 8, 2020.

RECOMMENDED ACTION:

Approve the Board Minutes from the Regular Meeting on September 8, 2020.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

TYES VO

ATTACHMENTS:

Click to download

□ 9-8-2020 DRAFT Minutes

History

TimeWhoApproval10/1/2020 10:48 AMCounty Administrative OfficeYes



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

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

Teleconference Only - No Physical Location

Regular Meeting September 8, 2020

Flash Drive	No Portable Recorder
Minute Orders	M20-178 - M20-185
Resolutions	R20-82 – R20-87
Ordinance	ORD20-09

9:02 AM Meeting Called to Order by Chair Corless.

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

Supervisors Absent: None.

All votes were conducted by roll call.

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

Pledge of Allegiance led by Supervisor Gardner.

Supervisor Corless:

- Requested urgency items prohibiting open fires on private property within the unincorporated areas of Mono County and closing County campgrounds due to extreme fire danger.
- "If you're going through hell, keep going." Winston Churchill

Motion for the Board to determine that there is a need to take immediate action with respect to the proposed agenda item, that the need for action came to the County's attention subsequent to the agenda being posted and therefore, that the Board add the item to the agenda.

Authority: Govt. Code §54954.2(b)(2).

Gardner moved; Stump seconded

Vote: 5 yes, 0 no

M20-178

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Jan Cutts, Humboldt-Toiyabe National Forest Bridgeport District Ranger:

• Slink Fire Update

Brook Chadwick, Great Basin Team 6 Incident Commander:

Slink Fire Update

Gordon Martin, Inyo National Forest Mammoth Mono Lake District Ranger:

- Creek Fire Update
- Forest closures
- Town working with Caltrans to move closure of 203 to Main Lodge
- Conversations with DWP regarding closures

Steve Nelson, Bureau of Land Management Bishop Field Manager:

- Working on a regional open flame prohibition for Central California
- Currently no plans to close campgrounds or public lands

Tony Dublino, Public Works Director:

- · County campground update
- There were negative consequences resulting from closures during COVID, reluctant to now recommend closure of parks and associated facilities such as restrooms.

Ingrid Braun, Mono County Sheriff:

- As long as there is a fire restriction in place, feels comfortable allowing people to use County facilities
- Outreach to DWP regarding voluntarily joining fire restrictions

Joe Blanchard, Parks and Facilities Superintendent:

- Agree with both Public Works Director Dublino and Sheriff Braun regarding park closures
- Recommendation is to close the County campground to be consistent with the Forest Service closure, but not the parks

Public Comment:

Justin Nalder

2. RECOGNITIONS

A. Recognition of Garrett Higerd

Departments: Public Works

(Tony Dublino, Director of Public Works) - Proposed resolution in appreciation and recognition of Garrett Higerd, former Mono County Engineer.

Action: Adopt resolution in appreciation and recognition of Garrett Higerd.

Peters moved; Stump seconded

Vote: 5 yes, 0 no

M20-179

Tony Dublino, Public Works Director:

Introduced Garrett Higerd

Supervisor Corless:

Read proclamation

Board members and County Staff expressed thanks to Garrett.

Garrett Higerd, former County Engineer:

- Thanked everyone for the kind words
- Grateful for the team he was able to work with over the years

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments **Bob Lawton, CAO:**

- EOC calls, extensive planning discussions with Gordon Martin, Frank Frievalt, Chris Mokracek, and Dan Holler
- Economic Recovery Branch meeting
- Community Support Program Plan meeting
- Met with Sheriff regarding jail project
- Weekly meeting with Town and Mountain

4. DEPARTMENT/COMMISSION REPORTS

Ingrid Braun, Mono County Sheriff:

- Very busy Labor Day weekend
- Dispersed camping and illegal campfires
- Would like to work on a solution with Forest Service partners regarding dispersed camping issues

Robin Roberts, Behavioral Health Director:

The New Normal: Coping in the COVID World every other Wednesday

Justin Nalder, Solid Waste Superintendent:

- Continuing to work on agreements for unincorporated Mono County
- Comprehensive Solid Waste RFP
- Clean up events September 23-25 "Facelift Eastside", October 10 at Upper Twin Lakes in Bridgeport

Kathy Peterson, Social Services Director:

- Update of final numbers of evacuees helped at Topaz Lodge 16 evacuees on August 31, 10 evacuees on September 1
- Thanked Liberty Utilities Community Support Division for donating \$1,000 to the County to help people affected by wildfire

5. CONSENT AGENDA

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

A. Board Minutes - August 4, 2020

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meeting on August 4, 2020.

Action: Approve the Board Minutes from the Regular Meeting on August 4, 2020.

Peters moved; Gardner seconded

Vote: 5 yes, 0 no

M20-180

B. Board Minutes - August 6, 2020

Departments: Clerk of the Board

Approval of the Board Minutes from the Special Meeting on August 6, 2020.

Action: Approve the Board Minutes from the Special Meeting on August 6, 2020.

Peters moved; Gardner seconded

Vote: 5 yes, 0 no

M20-181

C. Board Minutes - August 10, 2020

Departments: Clerk of the Board

Approval of the Board Minutes from the Special Meeting on August 10, 2020.

Action: Approve the Board Minutes from the Special Meeting on August 10, 2020.

Peters moved; Gardner seconded

Vote: 5 yes, 0 no

M20-182

D. Board Minutes - August 11, 2020

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meeting on August 11, 2020.

Action: Approve the Board Minutes from the Regular Meeting on August 11, 2020.

Peters moved; Gardner seconded

Vote: 5 yes, 0 no

M20-183

E. Board Minutes - August 13, 2020

Departments: Clerk of the Board

Approval of the Board Minutes from the Special Meeting on August 13, 2020.

Action: Approve the Board Minutes from the Special Meeting on August

13, 2020.

Peters moved; Gardner seconded

Vote: 5 yes, 0 no

M20-184

F. 2020-21 Appropriations Limit

Departments: Finance

Proposed resolution establishing the 2020-21 Appropriations Limit.

Action: Adopt proposed resolution #R20-82, establishing the 2020-21 Appropriations Limit and making other necessary determinations for the County and for those special districts governed by the Board of supervisors that are required to establish appropriation limits.

Peters moved; Gardner seconded

Vote: 5 yes, 0 no

R20-82

G. 2020-21 Property Tax Rates

Departments: Finance

Proposed resolution establishing the 2020-21 tax rates on the secured roll.

Action: Adopt proposed resolution #R20-83, establishing the 2020-21 tax rates on the secured roll.

Peters moved; Gardner seconded

Vote: 5 yes, 0 no

R20-83

H. Regions I and VI Mutual Aid Agreement for Emergency Medical and Health Disaster Services

Departments: Public Health

California Mutual Aid Region I and VI Inter-Region Cooperative Agreement for Emergency Medical and Health Disaster Services/Personnel/Equipment/Supplies.

Action: Approve County entry into proposed contract and authorize Chair to execute said contract on behalf of the County.

Peters moved; Gardner seconded

Vote: 5 yes, 0 no

M20-185

Break: 10:46 AM Reconvened: 10:55 AM

6. CORRESPONDENCE RECEIVED

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

The Board acknowledged receipt of the correspondence.

A. Proposed 2020 Heritage Trout Designation – Wolf Creek, Mono County

The California Department of Fish and Wildlife (CDFW) will be proposing new designated Heritage and Wild Trout Waters during the 2020 cycle to the California Fish and Game Commission. One proposed location will be Wolf Creek, Mono County. This Designated Heritage Trout Water would support Lahontan Cutthroat Trout within their historic drainages to provide anglers a unique opportunity to catch native trout in a manner that promotes conservation. Designated Heritage Trout waters are restricted from stocking of hatchery-origin trout and angling regulations are implemented that allow trout populations to sustain themselves through natural reproduction.

Supervisor Peters:

 Requested CDFW come present information about the program to the Board at a future meeting

B. Letter re: DeChambeau Ponds and Wilson Creek

A letter from Hillary Hansen Jones to the Board regarding DeChambeau Ponds and Wilson Creek and comments made by Bartshe Miller, Eastern Sierra Policy Director of the Mono Lake Committee.

C. DeChambeau Ranch/Ponds Illegal Activity Report

Report from Gordon Martin, Inyo National Forest District Ranger, and Thomas Torres, District Wildlife Biologist, regarding DeChambeau Ranch/Ponds illegal activity.

Hillary Hansen Jones:

Response to Forest Service official illegal activity report

7. REGULAR AGENDA - MORNING

A. Election Update

Departments: Elections

(Shannon Kendall) - Update on November 3, 2020 General Election.

Action: None.

Shannon Kendall, Clerk-Recorder-Registrar:

- Everyone will be receiving vote by mail ballots, they will go out by October 5
- Still need poll workers
- All six polling locations will be open on Election Day from 7AM-8PM

Scheereen Dedman, Assistant Clerk-Recorder-Registrar:

- Registration is higher than the last election
- Social Media accounts @MonoCountyElections

B. COVID-19 (Coronavirus) Update

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

Action: None.

Bob Lawton, CAO:

- Stepping up Latinx outreach efforts
- Employee health screenings
- Mammoth Hospital status is green
- No positives in the most recent round of tests
- Plans for winter activities

Dr. Tom Boo, Mono County Health Officer:

- Mammoth Hospital anticipating positive test results from visitors recently tested
- Nothing to affect County's status on State's tiered system
- California Department of Public Health has hired a former health officer to be a liaison to counties

Justin Caporusso, Public Information Manager:

 The press release for the order regarding employee screenings will be going out later today

Alicia Vennos, Economic Development Director:

 Attending Cal Travel meetings – Travel and Tourism Advocacy Association for California. There is a group of primarily high-altitude destination resorts concerned about outdoor dining only restrictions and they are working on plans for the winter.

C. Permit Fee Adjustment for Spas and Pools

Departments: Public Health

(Louis Molina) - Proposed resolution: Permit Fee Adjustment for Spa Pools

Ordered Closed Due to the COVID-19 Pandemic.

Action: No action. Consensus from Board to move forward with proposed resolution.

Louis Molina, Environmental Health:

• Introduced item

D. Letter of Support - Emergency Wildfire and Public Safety Act

Departments: Board of Supervisors

A letter from the Mono County Board of Supervisors to Senator Dianne Feinstein supporting the Emergency Wildfire and Public Safety Act.

Action: No action. Consensus from Board to move forward with sending letter of support.

Supervisor Corless:

Introduced item

E. Mono County Public Employees - Proposed Revision to Personnel Rule 330(C)

Departments: Human Resources/CAO

(David R Butters) - Proposed resolution of the Mono County Board of Supervisors Amending Mono County Public Employees Union Personnel System 330(C) to clarify when employees may respond to local emergencies by performing volunteer fire fighting/search and rescue services during their regular work hours without loss of pay.

Action: Adopt proposed resolution of the Mono County Board of Supervisors Amending Mono County Public Employees Union Personnel System 330(C) to clarify when employees may respond to local emergencies by performing volunteer fire fighting/search and rescue services during their regular work hours without loss of pay.

Stump moved; Peters seconded

Vote: 5 yes, 0 no

R20-84

Dave Butters, HR Director:

Introduced item

F. Employment Agreement - County Counsel

Departments: Human Resources/CAO

(David R Butters) - Proposed resolution approving a contract with Stacey Simon as County Counsel, and prescribing the compensation, appointment and conditions of said employment.

Action: Announce Fiscal Impact. Approve Resolution #R20-85, approving a contract with Stacey Simon as County Counsel, and prescribing the compensation, appointment and conditions of said employment. Authorize

the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Total cost for the remainder of fiscal year (2020-2021) will be \$286,201 of which \$177,000 is annual salary and \$109,201 is the cost of benefits. The cost for a full fiscal year would be \$290,563 of which \$180,000 is annual salary and \$110,563 is the cost of benefits. This salary increase is not budgeted, and we will need to look for budget savings or contingency during the mid-year budget adjustment process.

Kreitz moved; Gardner seconded

Vote: 5 yes, 0 no

R20-85

Bob Lawton, CAO:

Introduced item

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

9. CLOSED SESSION

Closed Session: 12:10 PM Reconvened: 1:02 PM

Nothing to report out of Closed Session.

A. Closed Session - Labor Negotiations

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

B. Closed Session - Public Employee Evaluation

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

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

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

11. REGULAR AGENDA - AFTERNOON

A. Budget Public Hearing and Planned Adoption for FY 2020-21

Departments: Finance, CAO

(Janet Dutcher, Robert Lawton, Megan Mahaffey) Public hearing and adoption of the 2020-2021 County of Mono
Recommended Budget, as presented or amended. The Mono County
Recommended Budget for fiscal year 2020-2021 is available on the Mono
County Website: 2020-21 Recommended Budget for Adoption

Recommended Action: 1. Conduct public budget hearing. 2. Adopt resolution R20-86, A Resolution of the Mono County Board of Supervisors Adopting the Final Mono County Budget for Fiscal Year 2020-2021, as presented or amended.

Janet Dutcher, Finance Director:

Introduced item

Public Hearing opened: 1:10 PM

Public Comment:

None

Public Hearing closed: 1:11 PM

Gardner moved; Peters seconded

Vote: 5 yes, 0 no

R20-86

B. List of Allocated Positions for Fiscal Year 2020-21

Departments: Administration

(Robert Lawton, Janet Dutcher) - Proposed resolution to adopt the Fiscal Year 2020-21 Position Allocation List for positions classified in the Recommended Budget.

Action: Adopt Resolution R20-87, Adopting a Schedule for Position Classifications in Conjunction with the Adoption of the 2020-2021 Budget.

Gardner moved; Kreitz seconded

Vote: 5 yes, 0 no

R20-87

Janet Dutcher, Finance Director:

Introduced item

C. Urgency Item

Departments: Board of Supervisors

Urgency items prohibiting open fires on private property within the unincorporated areas of Mono County and closing County campgrounds due to extreme fire danger.

Action: Adopt proposed urgency Ordinance ORD20-09, Prohibiting Open Fires on Private Property within the Unincorporated Areas of Mono County and Closing County Campgrounds Due to Extreme Fire Danger.

Kreitz moved: Gardner seconded

Vote: 5 yes, 0 no

ORD20-09

12. BOARD MEMBER REPORTS

Supervisor Corless:

- On the 20th, we participated in the NACo meeting with Congressman Cook regarding the public lands payments to counties
- The next week, I participated in the Mammoth Voices Leadership Academy
- Invited to a meeting on the 27th with Los Angeles Department of Water and Power regarding sage-grouse conservation in Long Valley and the need for them to follow up on a letter they wrote to the US Fish and Wildlife Service. From here on out, Community Development Director, Wendy Sugimura, will participate on behalf of Mono County.
- RCRC Executive Committee Meeting focused on recruitment of new CEO and President for RCRC
- Was out a few times over the last few weeks trail hosting in the Mammoth Lakes
 Basin as part of the Mammoth Lakes Trail System Trail Host Program.
- The Wildlife Stewardship Team that is working on wildlife fencing or system to
 prevent vehicle wildlife collisions met last Thursday. Unfortunately, CalTrans was
 not selected to move forward in the grant process with the Wildlife Conservation
 Board.
- Participated in another Coping with COVID meeting
- Spent a lot of time over the weekend communicating with people about what was going on with the fires, visitation, and related issues.

Supervisor Gardner:

- On Thursday August 27 I attended a meeting of the County Treasury Oversight Committee. We reviewed current investment reports, which were included in today's agenda. It is important to note that the current increase in the stock market does not really translate into increased investment returns for the County portfolio. This is because of low interest rates and appropriate restrictions on County investments.
- The last three weekends the County has supported an outside information table at the Mono Basin Visitor Center. Staffed by Mono Lake volunteers properly masked and distanced, these volunteers have provided information to from 100 to 400 visitors daily. The Eastern Sierra Interpretive Association (ESIA) also opened its bookstore Saturdays and Sundays, providing tourists with opportunities to buy books about the area and other items.
- On Wednesday Sept. 2 I attended a meeting of the Mono County Fish and Wildlife Commission. Topics discussed included a report from the CA DFW on the status of their fish hatcheries, proposed regulation changes, and other issues.

- Also, on Wednesday Sept. 2 I attended the June Lake Citizens Advisory
 Committee meeting. Topics at the meeting included an update on improving
 Suddenlink service, information about the June Lake Public Utility District, a
 COVID update, and elections information.
- On Friday Sept. 4 I attended a meeting of the Kutzadika Tribal Council. Topics
 discussed included the continued effort towards formal Federal recognition of the
 tribe, comments from the tribe about the Tioga Inn project, and other various tribal
 activities and concerns. The Kutzadika Tribal Council is also interested in
 suggesting opportunities to rename selected landmarks in Mono County to
 acknowledge and recognize the history of native people in our area.

Supervisor Kreitz:

- On September 3rd, I attended the Mammoth Voices Town Council Candidate Forum. I appreciate the opportunity provided to learn more about the four candidates for the two seats. I thank them all for running for office!
- Also on September 3, had a call with some of the organizers of the Proposition 15 campaign. Proposition 15, if passed, will increase property taxes by removing Proposition 13 protection on commercial property valued over \$3mm and unsecured property over \$500,000. Proceeds from the increased taxes and revenues would be significant for our local schools.

Supervisor Peters:

- 8/20: Chair Corless and I participated in the virtual fly-in with Congressman Cook
- 8/20: Attended NaCO west region meeting
- 8/25: Tourism Commission
- 8/26: Human Services and Education NACo meeting
- 8/28: Resiliency Advisory Board NACo meeting
- 9/2: Fisheries Commission meeting, Economic Recovery Branch meeting.
 Acknowledged Alicia Vennos and Jeff Simpson for their continued coordinated effort to have the Economic Recovery Branch meetings be a County-wide meeting with Chambers and business leaders, with representation from the Town of Mammoth Lakes and Mammoth Mountain.
- 9/3: CSAC Board of Directors meeting, Community Conversation, Antelope Valley RPAC meeting - requested letter of support from the Board for the recruitment and retention of a law enforcement officer on the Bridgeport Ranger District.
- 9/4 and 9/6: Slink Fire stakeholder meetings
- ESUSD is planning to return to in person classes on September 23

Supervisor Stump:

- 8-25 CSA 1 The CSA voted to purchase a pressure washer for use by Public Works to help maintain the Crowley Community Center Campus. They also approved a 10 year improvement plan which includes further Community Center Improvements, redo the County Tennis Court behind the Sheriff Substation, and a bike / pedestrian connector trail between Lower Rock Creek Road and Crowley Lake Drive near Toms Place.
- 8-26 Tri Valley Water Commission The Commission is scheduling a presentation from Cal Fish and Wildlife for their next meeting on Fish Slough Concerns.
- There were, perhaps are still, problems getting the Bishop School District to deliver lunches to their students that live in the Tri Valley. Those students live

inside the Eastern Sierra School District and the two Districts had not communicated with each other on how to handle lunch delivery in the era of Covid. These lunches are for those that qualify for free or reduced priced lunches. I want to thank Kathy Peterson, Stacey Adler, and the Inyo Office of Education for working on resolving this. Also, Mono County IT has communicated with the Inyo County Office of Education on what Mono could do in the Tri Valley to improve wi/fi access for those needing it for remote learning.

- I also want to thank Supervisor Kreitz for working on the Census item that we
 heard today. It all started as a result of a Census Worker that lives in Chalfant that
 contacted me because she is not being allowed to work in any Tri Valley
 Community leaving those Communities under-counted. Problem seems to be
 extended to other areas of the County.
- 9-3 Great Basin Unified Air Pollution Control District The final action required by that Board to enable Mono County to appoint an alternate GBUAPCD Board representative was taken. The Mono Board now needs to make that appointment and notify the Air District. Discussions continue with DWP on water efficient methods to meet the Court ordered dust mitigation on the Owens Dry Lake.
- 9-4 Agenda review for the Owens Valley Groundwater Authority. Next meeting Thursday 9-10.
- 9-4 On site meeting with INF White Mountain District Ranger Phillip DeSenze, Nancy Fiddler and Rhonda Duggan to discuss trash and debris issues at the shooting area on Forest Service land between McGee Creek and the BLM Crowley Lake Campground. Thank you to Phillip for coming up and to Rhonda for attending. A big thank you to Nancy for being part of the Sierra Trash clean up group and identifying this site as one requiring attention.

ADJOURNED AT 1:45 PM
ATTEST
STACY CORLESS CHAIR OF THE BOARD
QUEENIE BARNARD
SENIOR DEPUTY CLERK OF THE BOARD



REGULAR AGENDA REQUEST

<u></u> Print

MEETING DATE October 6, 2020

Departments: Public Health

TIME REQUIRED

SUBJECT Epidemiology and Laboratory

Capacity (ELC) Coronavirus Aid, Relief, and Economic Security Act

(CARES) Grant Agreement

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Proposed grant agreement with the California Department of Public Health and Heluna Health pertaining to Epidemiology and Laboratory Capacity (ELC) Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant Agreement #6.NU50CK000539-01-08 DHHS-CDC, Term May 1, 2020 to March 31, 2022.

RECOMMENDED ACTION:

Approve the Epidemiology and Laboratory Capacity (ELC) Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant Agreement for fiscal years 2020-21 and 2021-22, and authorize the Chairperson to sign one (1) copy of the Work Order Agreement with Heluna Health to execute the agreement on behalf of the County as well as authorize the County Administrative Officer and Interim Public Health Director to sign one (1) copy of the agreement as required. Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided they are approved by County Counsel and do not materially affect the County's rights. Provide any desired direction to staff.

FISCAL IMPACT:

There is no impact to the County General Fund. The ELC CARES grant is awarded through the California Department of Public Health (CDPH) and administered through Helena Health. Total amount to be paid under grant is \$155,185 for the term of May 1, 2020 to March 31, 2022.

CONTACT NAME: Lynda Salcido

PHONE/EMAIL: 760-924-1818 / Isalcido@mono.ca.gov

SEND COPIES TO:

Lynda Salcido, Bryan Wheeler, Stephanie Butters

MINUTE ORDER REQUESTED:

▼ YES □ NO

ATTACHMENTS:

Click to download Staff Report Grant Agreement

History

Time	Who	A pproval
10/1/2020 10:47 AM	County Administrative Office	Yes
9/22/2020 2:35 PM	County Counsel	Yes
9/30/2020 4:26 PM	Finance	Yes



MONO COUNTY HEALTH DEPARTMENT

Public Health

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

DATE: October 6, 2020

TO: Honorable Board of Supervisors

FROM: Lynda Salcido, Interim Public Health Director

SUBJECT: Epidemiology and Laboratory Capacity (ELC) Coronavirus Aid, Relief,

and Economic Security Act (CARES) Grant Agreement #6NU50CK000539-

01-08 DHHS-CDC, May 1, 2020 - March 31, 2022

Recommendation:

Approve the Epidemiology and Laboratory Capacity (ELC) Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant Agreement for fiscal years 2020-21 and 2021-22, and authorize the Chairperson to sign one (1) copy of the Work Order Agreement with Heluna Health to execute the agreement on behalf of the County as well as authorize the County Administrative Officer and Interim Public Health Director to sign one (1) copy of the agreement as required.

Additionally, provide authorization for the Public Health Director to sign future amendments for Grant Agreement #6NU50CK000539-01-08 DHHS-CDC that shift funds between budget categories without changes to the grant allocation.

Discussion:

On April 23, 2020, the CDC awarded \$631 million from the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES) to support state and local COVID-19 response efforts, of which \$20 million has been awarded through the California Department of Public Health to Local Health Jurisdictions. Funds are being administered through the Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) cooperative agreement. The resources are intended to help rapidly establish and monitor key activities related to COVID-19 in the areas of epidemiology, laboratory, and informatics. Monitoring the indicators associated with these activities are intended to assist State, local, and territorial governments in making data-driven policy decisions regarding testing, mitigation, and prevention efforts.

Mono County was awarded \$155,185.00 in one-time funding which will be granted through cost-reimbursable invoices for expenditures from May 1, 2020 to March 31, 2022.

Services to be performed under the Statement of Work includes the following activities:

Establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures

- COVID-19 Nurse Line
- COVID-19 Contact Tracing and Case Management

Improve morbidity and mortality surveillance

Community-Based Surveillance

Enhance laboratory testing and reporting capacity

- COVID Testing at Healthcare Facilities
- COVID Pop-up Testing
- Serology Testing

Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations

Mitigation Efforts for Healthcare Facilities

Monitor and mitigate COVID-19 introductions from connected jurisdictions

- Monitor Connected Jurisdictions
- Joint Information Center (JIC) Outreach

Work with healthcare systems to manage and monitor system capacity

- Healthcare System Capacity
- eCR Data Use for Mitigation Efforts

Fiscal Impact/Budget Projections:

There is no impact to the County General Fund. The ELC CARES grant is awarded through the California Department of Public Health (CDPH) and administered through Helena Health. Total amount to be paid under grant is \$155,185 for the term of May 1, 2020 to March 31, 2022.

For questions regarding this item, please contact Lynda Salcido, lsalcido@mono.ca.gov

Submitted by: Stephanie Butters, Public Health Fiscal and Administrative Officer



WORK ORDER AGREEMENT

This Work Order Agreement (this "Agreement") is hereby made by and between Public Health Foundation Enterprises, Inc. DBA Heluna Health, a 501(c)(3) California nonprofit corporation (hereafter "HELUNA HEALTH", or "Client"), and the Local Health Department identified below (hereafter "Local Health Department") and sets forth the terms and conditions between Client and Local Health Department, for agreed services, as required by the Client, and as stated in this Agreement. This Agreement does not designate Local Health Department as the agent or legal representative of HELUNA HEALTH for any purpose whatsoever. (HELUNA HEALTH and Local Health Department shall be referred to herein individually as a "party" and collectively as the "parties").

I. IDENTIFIED PARTIES

CLIENT
Heluna Health
13300 Crossroads Parkway North, Suite 450
City of Industry, CA 91746
www.helunahealth.org
ATTN: Rochelle McLaurin, Deputy Director
ELCCOVID19Invoices@helunahealth.org

 LOCAL HEALTH DEPARTMENT

County of Mono
37 Emigrant Street
Bridgeport, CA 93517
ATTN: Lynda Salcido, Interim Public Health Director
LSalcido@mono.ca.gov
(760) 924-1818

Program#: 0187.3080

- II. TERM. Unless otherwise terminated or extended by written notice, the term of this Agreement shall commence on 5/1/2020 and term on 3/31/2022.
- III. SERVICES AND COMPENSATION. Local Health Department shall perform the services (the "Services") described below and as described in Attachment A, Statement of Work ("SOW") attached hereto and incorporated herein by this reference. The Services will take place at the location as referenced in Section 1. Identified Parties for Local Health Department and at such other location as may be set forth in the SOW.
 - (a) Services. Local Health Department shall perform all services as stated in the SOW. Local Health Department shall perform the Services in accordance with generally accepted professional standards and in an expeditious and economical manner consistent with sound professional practices. Local Health Department maintains and shall maintain at all times during the term of this Agreement all applicable federal, state and local business and other licenses, including any professional licenses or certificates, industrial permits and/or licenses, industry specific licenses, licenses required by the state(s) and/or locality(s) in which it does business, fictitious business names, federal tax identification numbers, insurance, and anything else required of Local Health Department as a business operator or to perform the Services.
 - (b) Payment. HELUNA HEALTH agrees to compensate the Local Health Department on a Cost-Reimbursable Contract. See Attachment A "Budget" for line item budget detail. Local Health Department shall be compensated only for Services actually performed and required as set forth herein and any services in excess will not be compensated. The total compensation payable to the Local Health Department hereunder shall be as set forth below: A total to not exceed \$155,185.00.

If for any reason Local Health Department receives an overpayment of amount described above, Local Health Department shall promptly notify HELUNA HEALTH or such and repay said amount to HELUNA HEALTH within 10 days of demand for such repayment.

(c) Invoice. Invoices shall be submitted: Monthly, No Later than 30 Days after month end. See Attachment C for "Required Invoice Template."

Payment for all undisputed amounts of submitted invoices shall be paid no later than 30 days after HELUNA HEALTH's receipt of the invoice and required back up documentation. Local Health Department shall submit invoices to the attention of the contact person identified by HELUNA HEALTH. All final invoices must be received within 45 days of the expiration or termination of this Agreement or within such earlier time period as HELUNA HEALTH may require. If any invoices are not submitted within such time periods, Local Health Department waives all rights to payment under such invoices. Local Health Department shall be solely responsible for the payment of all federal, state and local income taxes, social security taxes, federal and state unemployment insurance and similar taxes and all other assessments, taxes, contributions or sums payable with respect to Local Health Department or its employees as a result of or in connection with the Services performed by Local Health Department hereunder.

(d) Budget Modifications.

The budget may be modified accordingly:

- Informal Budget Modification: Two (2) times throughout the term of this agreement. The informal budget modification must be a change of <10% of the total budget. The request must be in writing to <u>ELCCOVID19Invoices@helunahealth.org</u>. Any informal budget modification request must be submitted thirty (30) days before the end of the agreement term.
- Formal Budget Modification: Two (2) times throughout the term of this agreement. The formal budget modification must be a change of 10% or greater of the total budget. The request must be in writing on agency letterhead to ELCCOVID19Invoices@helunahealth.org. Any formal budget modification request must be submitted sixty (60) days before the end of the agreement term.
- INSURANCE. Local Health Department, at its sole cost and expense, shall at all times during the term of this Agreement maintain the insurance coverage set forth on Attachment B, attached hereto and incorporated herein by this reference, on the terms and conditions described therein. Evidence of such insurance coverage shall be provided to HELUNA HEALTH by Local Health Department prior to commencing performance of the Services under this Agreement in the form of a Certificate of Insurance or Certificate of Self-Insurance.

Signature & Date	Signature & Date
eluna Health	County of Mono
	Name & Title
	Signature & Date
	Name & Title
	Signature & Date
	Name & Title

TERMS AND CONDITIONS

1. INDEPENDENT LOCAL HEALTH DEPARTMENT RELATIONSHIP. Nothing herein is intended to place the parties in the relationship of employer-employee, partners, joint venturers, or in anything other than an independent Local Health Department relationship. Local Health Department shall not be an employee of HELUNA HEALTH for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims.

Local Health Department shall retain sole and absolute discretion and judgment in the manner and means of carrying out Local Health Department's Services hereunder. Local Health Department is in control of the means by which the Services are accomplished. Any advice given to Local Health Department regarding the Services shall be considered a suggestion only, not an instruction. HELUNA HEALTH retains the right, but does not have the obligation, to inspect, stop, or alter the work of Local Health Department to assure its conformity with this Agreement. Local Health Department shall be responsible for completing the Services in accordance with this Agreement and within the time period and schedule set forth in the SOW, but Local Health Department will not be required to follow or establish a regular or daily work schedule.

 FEDERAL, STATE, AND LOCAL PAYROLL TAXES. Neither federal, nor state, nor local income tax nor payroll taxes of any kind shall be withheld or paid by HELUNA HEALTH on behalf of Local Health Department or the employees of Local Health Department. Local Health Department shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

Local Health Department understands that Local Health Department is responsible to pay, according to law, Local Health Department's income taxes. If Local Health Department is not a corporation or other legal entity, Local Health Department further understands that Local Health Department may be liable for self-employment (social security) tax, to be paid by Local Health Department according to law. Local Health Department agrees to defend, indemnify and hold HELUNA HEALTH harmless from any and all claims made by federal, state and local taxing authorities on account of Local Health Department's failure to pay any federal, state or local income and self- employment taxes or other assessments due as a result of Local Health Department's Services hereunder. Furthermore, to avoid conflict with federal or state regulations, Local Health Department will not be eligible for employment with HELUNA HEALTH within the same calendar year in which Local Health Department performed services for HELUNA HEALTH.

FRINGE BENEFITS. Because Local Health Department is an independent entity, Local Health Department is not eligible for, and shall not participate in, any HELUNA HEALTH pension, health, or other fringe or employee benefit plans. Only personnel hired as HELUNA HEALTH employees will receive fringe benefits.

- 4. WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by HELUNA HEALTH concerning Local Health Department or the employees of Local Health Department. All persons hired by Local Health Department to assist in performing the tasks and duties necessary to complete the Services shall be the employees of Local Health Department unless specifically indicated otherwise in an agreement signed by all parties. Local Health Department shall immediately provide proof of insurance, including Workers' Compensation insurance and General Liability insurance, covering said employees, upon request of HELUNA HEALTH.
- EQUIPMENT AND SUPPLIES. Local Health Department or Jurisdiction shall provide all necessary equipment, materials and supplies required by Local Health Department to perform the Services.
- 6. TERMINATION. HELUNA HEALTH may terminate this Agreement without cause at any time by giving written notice to Local Health Department at least 15 days prior to the effective date of termination. Either party may terminate this Agreement with reasonable cause effective immediately by giving written notice of termination for reasonable cause to the other party. Reasonable cause shall mean: (A) material violation or breach of this Agreement; (B) any act of the other party that exposes the terminating party to liability to others for personal injury or property damage or any other harm, damage or injury; (C) cancellation or reduction of funding affecting the Program affecting the Services; or (D) improper use of funds. In the event this Agreement is terminated for reasonable cause by HELUNA HEALTH, Local Health Department shall not be relieved of any liability to HELUNA HEALTH for damages and HELUNA HEALTH may withhold any payments to Local Health Department for the purpose of setoff until such time as the actual amount of damages due to HELUNA HEALTH from Local Health Department is determined.

Upon the expiration or termination of this Agreement, Local Health Department shall immediately return to HELUNA HEALTH all computers, cell phones, smart phones, computer programs, files, documentation, user data, media, related material, finished or unfinished documents, studies, reports and any and all Confidential Information (as defined below) and Work Product (as defined below). HELUNA HEALTH shall have the right to withhold final payment to Local Health Department until all such items are returned to HELUNA HEALTH.

These Terms and Conditions and any other provisions of this Agreement that by their nature should or are intended to survive the expiration or termination of this Agreement shall survive and the parties shall continue to comply with the provisions of this Agreement that survive. Notwithstanding any termination that may occur, each party shall continue to be responsible for carrying out all the terms and conditions required by law to ensure an orderly and proper conclusion.

- COMPLIANCE WITH LAWS. Local Health Department shall comply with all state and federal statutes and regulations applicable to Local Health Department, the Services and the Program in performing Local Health Department's obligations under this Agreement. Local Health Department represents and warrants that neither Local Health Department nor its principals or personnel are presently, nor will any of them be during the term of this Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or funding
- HIPAA (if applicable). In the event that Local Health Department's performance under this Agreement may expose Local Health Department to individually identifiable health information or other medical information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and any regulations promulgated in connection thereto, then Local Health Department agrees to execute and deliver a copy of HELUNA HEALTH's standard Business Associate Agreement or Business Associate sub Local Health Department Agreement, as applicable, as required by HIPAA.
- CONFIDENTIALITY AND NON-DISCLOSURE. HELUNA HEALTH and Local Health Department agree that during the course of this Agreement, Local Health Department may be exposed to and become aware of certain unique and confidential information and special knowledge (hereinafter "Confidential Information") provided to or developed by HELUNA HEALTH and/or Local Health Department. Said Confidential Information includes, but is not limited to, the identity of actual and potential clients of HELUNA HEALTH, client lists, particular needs of each client, the manner in which business is conducted with each client, addresses, telephone numbers, and specific characteristics of clients; financial information about HELUNA HEALTH and/or its clients; client information reports; mailing labels; various sales and marketing information; sales report forms; pricing information (such as price lists, quotation guides, previous or outstanding quotations, or billing information); pending projects or proposals; business plans and projections, including new product, facility or expansion plans; employee salaries; contracts and wage information; mailing plans and programs; technical know-how; designs; products ordered; business methods; processes; records; specifications; computer programs; accounting; and information disclosed to HELUNA HEALTH by any third party which HELUNA HEALTH is obligated to treat as confidential and/or proprietary.

Local Health Department expressly acknowledges that the Confidential Information constitutes confidential, valuable, special and unique assets of HELUNA HEALTH or, if applicable, any third-parties who may have disclosed Confidential Information to HELUNA HEALTH and that the Confidential Information belongs to and shall remain the property of HELUNA HEALTH and such third-parties. Local Health Department further expressly acknowledges that the Confidential Information derives independent actual or potential economic value from not being generally known to the public or to other persons and Local Health Department agrees to afford HELUNA HEALTH protection against any unauthorized use of the Confidential Information or any use of the Confidential Information in any manner that may be detrimental to HELUNA HEALTH.

Therefore, Local Health Department agrees to hold any and all Confidential Information in the strictest of confidence, whether or not particular portions or aspects thereof may also be available from other sources. Department shall not disclose Confidential Information in any manner whatsoever, directly or indirectly, or use it in any way whatsoever, either during the term of this Agreement or at any time thereafter, except solely for the purpose of performance under this Agreement. Further, Local Health Department shall develop and maintain procedures and take other reasonable steps in furtherance of HELUNA HEALTH's desire to maintain the confidentiality of the Confidential

All documents and other items which might be deemed the subject of or related to Confidential Information of HELUNA HEALTH's business, whether prepared, conceived, originated, discovered, or developed by Local Health Department, in whole or in part, or otherwise coming into Local Health Department's possession, shall remain the exclusive property of HELUNA HEALTH and shall not be copied or removed from the premises of HELUNA HEALTH without the express written consent of HELUNA HEALTH. All such items, and any copies thereof, shall be immediately returned to HELUNA HEALTH by Local Health Department upon request at any time and upon termination of this Agreement. This section shall survive expiration or termination of this Agreement.

NON-SOLICITATION OF EMPLOYEES. During the term of this Agreement and for two years following its termination, Local Health Department shall not induce, encourage, or advise any person who is employed by or is engaged as an agent or independent Local Health Department by HELUNA HEALTH to leave the employment of HELUNA HEALTH or otherwise raid the employees of HELUNA HEALTH, without the express written consent of HELUNA HEALTH. Nothing contained in this paragraph shall constitute a waiver by HELUNA HEALTH of any rights it may have if Local Health Department engages in actionable conduct after the two-year period referred to above.

11. WORKS FOR HIRE. Local Health Department agrees that all inventions, original works of authorship, developments, concepts, know-how, discoveries, ideas, logos, improvements, trade secrets, secret processes, patents, patent applications, software, platforms, service marks, trademarks, trademark applications, copyright and copyright registrations, whether or not patentable or registerable under copyright, trademark or other similar laws, made, conceived or developed by Local Health Department, in whole or in part, either alone or in connection with others, that relate to the Services under this Agreement or the operations, activities, research, investigation, business or obligations of HELUNA HEALTH (collectively, the "Work Product") are the sole property of the HELUNA HEALTH and all right, title, interest and ownership in all such Work Product, including but not limited to copyrights, trademarks, patents, trade secret rights, trade names, and know-how and the rights to secure any renewals, reissues, and extensions thereof, will vest in the HELUNA HEALTH. The Work Product will be deemed to be "works made for hire" under United States copyright law (17 U.S.C. Section 101 et seq.) and made in the course of this Agreement, and Local Health Department expressly disclaims any interest in the Work Product.

To the extent that the Work Product may not, by operation of law, vest in the HELUNA HEALTH or may not be considered to be works made for hire, all right, title and interest therein are hereby irrevocably assigned to the HELUNA HEALTH. Local Health Department understands that HELUNA HEALTH may register the copyright, trademark, patent and other rights in the Work Product in HELUNA HEALTH's name and Local Health Department grants HELUNA HEALTH the exclusive right, and appoints HELUNA HEALTH as attorney-in-fact, to execute and prosecute in Local Health Department's name as author or inventor or in HELUNA HEALTH's name as assignee, any application for registration or recordation of any copyright, trademark, patent or other right or interest in or to the Work Product, and to undertake any enforcement action with respect to any Work Product. Local Health Department hereby agrees to sign such applications, documents, assignment forms and other papers as the HELUNA HEALTH requests from time to time to further confirm this assignment and Local Health Department agrees to give the HELUNA HEALTH and any person designated by the HELUNA HEALTH any reasonable assistance required to perfect and enforce the rights defined in this section. Local Health Department further understands that the HELUNA HEALTH has full, complete and exclusive ownership of the Work Product. In the event the aforementioned assignment is invalid, Local Health Department grants HELUNA HEALTH a non-exclusive, worldwide, perpetual, fully paid-up, irrevocable, right and license to use, reproduce, make, sell, perform and display (publicly or otherwise), and distribute, and modify and otherwise make derivative works of the Work Product and to authorize third parties to perform any or all of the foregoing on its behalf, including through multiple tiers of sublicenses. Local Health Department agrees not to use the Work Product Property for the benefit of anyone other than HELUNA HEALTH without HELUNA HEALTH's prior written permission.

All rights, interest and ownership to the Work Product granted or assigned to HELUNA HEALTH hereunder shall be subject to any rights of the Program under HELUNA HEALTH's agreement with the Program and any rights of the United States Federal Government under applicable laws and regulations.

INDEMNITY. Local Health Department hereby agrees to indemnify, hold harmless and defend HELUNA HEALTH, its board of trustees, officers, directors, agents, Local Health Departments, subcontractors, employees, affiliated companies, representatives, and agents (collectively, the "Local Health Department Indemnified Parties") from and against any and all claims, causes of action, costs, demands, lawsuits, expenses (including, without limitation, attorney's fees and costs), interest, penalties, losses, damages, settlements, liabilities, and any and all amounts paid in investigation or defense incurred by any of the Local Health Department Indemnified Parties arising out of or resulting from: (i) Local Health Department's (or its agents', subcontractors' or employees') performance of the Services; (ii) Local Health Department's (or its agents', subcontractors' or employees') default, non-performance or breach of this Agreement, including any representations, warranties, or certifications; (iii) any alleged or actual acts or omissions of Local Health Department (or its agents, subcontractors or employees) relating to services provided outside the scope of this Agreement; (iv) Local Health Department's (or its agents', subcontractors' or employees') violation of any federal, state or local law or regulation; or (v) any claims or actions that the Work Product, or any element thereof, infringes the intellectual, privacy or other rights of any party.

If any lawsuit, enforcement or other action is filed against any of the Local Health Department Indemnified Parties Local Health Department for which the Local Health Department Indemnified Parties are entitled to indemnification pursuant to this Agreement, Local Health Department and such other Local Health Department Indemnified Parties may elect to have Local Health Department, Local Health Department's sole expense, take control of the defense and investigation of such lawsuit or action using attorneys, investigators and others reasonably satisfactory to Local Health Department. The parties shall cooperate in all reasonable respects with the investigation, trial, and defense of any such lawsuit or action and any appeal arising from it. The terms of this section shall survive the termination of this Agreement.

RECORD RETENTION AND ACCESS TO RECORDS. Local Health Department agrees to retain all books, documents, papers, files, accounts, fiscal data, records, and reports relating to this Agreement or the Services, including, but not limited to, evidence pertaining costs and expenses, payment information, accounts of services provided and any other information or documentation related to Local Health Department's performance under this Agreement. Local Health Department shall retain all such records for a period of not less than seven (7) years after final payment is made under this Agreement and all pending matters are closed or longer if required by (i) HELUNA HEALTH's record retention policy, (ii) the Program, or (iii) any other applicable laws or regulations, including under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards issued by the federal Office of Management Budget codified at 2 CFR Part 200 ("Uniform Guidance") and Federal Acquisition Regulation (FAR) System regulations at 48 CFR 4.700 et seq. Notwithstanding the foregoing, in the event any litigation, claim, negotiation, audit or other action is commenced prior to the expiration of the aforementioned retention period, all records related to such litigation, claim, negotiation, audit or other action shall be retained until full completion and resolution of the litigation, claim, negotiation, audit or other action and resolution of the records.

Local Health Department agrees that HELUNA HEALTH, the Program, the U.S. Comptroller General and their respective authorized representatives or designees shall have the right, upon demand, to access, examine, copy, audit or inspect any and all of the records described in this section, including on-site audits, reviews and copying of records. The terms of this section shall survive expiration or termination of the Agreement.

- AMENDMENTS. Amendments to this Agreement shall be in writing, signed by the
 party to be obligated by such amendment and attached to this Agreement.
- 15. GOVERNING LAW; VENUE. This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Los Angeles County, California. Each of the parties hereto submits to the exclusive personal jurisdiction of the courts located in Los Angeles County, California and waives any defense of forum non conveniens.
- 16. EQUITABLE RELIEF. In light of the irreparable harm to HELUNA HEALTH that a breach by Local Health Department of Sections 9, 10 and 11 of these Terms and Conditions would cause, in addition to other remedies set forth in this Agreement and other relief for violations of this Agreement, HELUNA HEALTH shall be entitled to enjoin Local Health Department from any breach or threatened breach of such Sections, to the extent permitted by law and without bond.
- 17. FAIR INTERPRETATION. The language appearing in all parts of this Agreement shall be construed, in all cases, according to its fair meaning in the English language, and not strictly construed for or against any party hereto. This Agreement has been prepared jointly by the parties hereto after arm's length negotiations and any uncertainty or ambiguity contained in this Agreement, if any, shall not be interpreted or construed against any party, but according to its fair meaning applying the applicable rules of interpretation and construction of contracts.
- 18. NO WAIVER. No failure or delay by any party in exercising a right, power or remedy under the Agreement shall operate as a waiver of any such right or other right, power or remedy. No waiver of, or acquiescence in, any breach or default of any one or more of the terms, provisions or conditions contained in this Agreement shall be deemed to imply or constitute a waiver of any other or succeeding or repeated breach or default hereunder. The consent or approval by any party hereto to or of any act of the other party hereto requiring further consent or approval shall not be deemed to waive or render unnecessary any consent or approval to or of any subsequent similar acts.
- 19. NOTICES. Any notice given in connection with this agreement shall be in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated in Section 1: Identified Parties. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
- 20. REMEDIES NON-EXCLUSIVE. Except where otherwise expressly set forth herein, all remedies provided by this Agreement shall be deemed to be cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the respective parties at law or in equity.
- 21. SEVERABILITY. If any term, provision, condition or other portion of this Agreement is determined to be invalid, void or unenforceable by a forum of competent jurisdiction, the same shall not affect any other term, provision, condition or other portion hereof, and the remainder of this Agreement shall remain in full force and effect, as if such invalid, void or unenforceable term, provision, condition or other portion of this Agreement did not appear herein.
- NON-ASSIGNABILITY. This agreement shall not be assigned, in whole or in part, by Local Health Department without the prior written approval and consent of HELUNA HEALTH.

23. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Any signed counterpart delivered by electronic mail or facsimile shall be deemed for all purposes to constitute such party's good and valid execution and delivery of this Agreement.

24. FEDERAL TERMS AND CONDITIONS.

- A. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, to the extent this Agreement meets the definition of a "federally assisted construction contract" as set forth in 41 CFR Part 60-1.3, Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the following: (i) the equal opportunity clause ("Equal Opportunity Clause") in 41 CFR 60-1.4(b) in accordance with Executive Order 11246, as amended by Executive Order 11375 and that the Equal Opportunity Clause is a part of this Agreement and incorporated herein by this reference; and (ii) the regulations implementing the Equal Opportunity Clause at 41 CFR Part 60 and that such implementing regulations are a part of this Agreement and incorporated herein by this reference.
- B. <u>Davis-Bacon Act and Copeland "Anti-Kickback" Act</u>. To the extent this Agreement is for construction services (new construction or repair), Local Health Department agrees at all times during the term of this Agreement to comply with and abide by: (i) the terms of the Davis-Bacon Act, codified at 40 U.S.C. 3141 et seq., as supplemented by regulations at 29 CFR Part 5, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference; and (ii) the terms of the Copeland "Anti-Kick Back" Act, codified at 40 U.S.C. § 3145 et seq., as supplemented by 29 CFR 3, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference
- C. Contract Work Hours and Safety Standards Act. To the extent this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the terms of the Contract Work Hours and Safety Standards Act, codified at 40 U.S.C. 3701 et seq., as supplemented by regulations at 29 CFR Part 5, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference.
- D. Clean Air Act and Federal Water Pollution Control Act. To the extent this Agreement is in excess of \$150,000, Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the standards, orders or regulations issued pursuant to the Clean Air Act, codified at 42 U.S.C. 7401 et seq. and the Federal Water Pollution Control Act codified at 33 U.S.C. 1251 et seq. Local Health Department further agrees to report any violations of the foregoing to HELUNA HEALTH and the Regional Office of the Environmental Protection Agency.
- E. <u>Debarment and Suspension Certification</u>. Local Health Department certifies that neither Local Health Department nor any of Local Health Department's agents, sub Local Health Departments or employees who may perform services under this Agreement are debarred, suspended or excluded from participation in any federal assistance programs in accordance with Executive Orders 12549 and 12689 and its implementing guidelines. Local Health Department agrees to immediately notify HELUNA HEALTH if Local Health Department or any of Local Health Department's agents, sub Local Health Departments or employees who may perform services under this Agreement become debarred, suspended or excluded from participation in federal assistance programs or federal contract transactions.
- F. Byrd Anti-Lobbying Amendment Certification. To the extent this Agreement is in excess of \$100,000, Local Health Department certifies that neither Local Health Department nor any of Local Health Departments agents, sub Local Health Departments or employees who may perform services under this Agreement have not used and will not use any Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Local Health Department agrees to immediately notify HELUNA HEALTH if Local Health Department or any of Local Health Department's agents, sub Local Health Departments or employees who may perform services under this Agreement influence or attempt to influence any officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352

ATTACHMENT A

Statement of Work (SOW), Budget, and Reporting

Statement of Work

	Activity 1: Establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures.	
Activity 1 - Milestone 1	Planned Activity (Provide a title for this milestone)	COVID-19 Nurse Line
	Implementation Plan (Bulleted items or brief sentences)	Provide coverage of the COVID-19 Nurse Line allowing community members to speak to a local nurse if they are sick, may have been exposed to COVID-19, or are interested in getting testing. The nurses are able to connect symptomatic community members or case contacts for expedited testing at local healthcare facilities or at home if needed.
	Applicant capacity: What is the current capacity to perform this milestone?	Mono County has sufficient capacity and this grant will help maintain current levels of service during the course of the pandemic.
	Expected Achieve By Date (select from drop down)	March 2022

	Activity 1: Establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures.	
Activity 1 - Milestone 2	Planned Activity (Provide a title for this milestone)	COVID-19 Contact Tracing and Case Management
	Implementation Plan (Bulleted items or brief sentences) Applicant capacity: What is	Upon receipt of a positive COVID-19 test result, the case is assigned to a Case Investigator who gathers information that is needed for State surveillance and identifying contacts. The investigator identifies places where and people who may have exposed the case. Additionally, the investigator asks about close, household, work, and other contacts, getting names, phone numbers, places of work, and health status. If needed, isolation orders are issued for the case over the phone, and resources to go on isolation are discussed. Some cases may be set up at a local hotel for their isolation period to protect the other members of their household from exposure to COVID-19. This same process continues with case contacts in households, businesses or schools. Mono County has sufficient capacity and this grant will help
	the current capacity to perform this milestone?	maintain current levels of service during the course of the pandemic.
	Expected Achieve By Date (select from drop down)	March 2022

	Activity 2: Improve morbidity and mortality surveillance	
Activity 2 - Milestone 1	Planned Activity (Provide a title for this milestone)	Community-Based Surveillance
	Implementation Plan (Bulleted items or brief sentences)	Mono County receives COVID test results from healthcare facilities and laboratories in California via CalREDIE. Those test results received from other states (such as Nevada as Mono County is a boarder county) are entered into CalREDIE. Information related to a COVID death is received in a timely fashion from the local hospital or the coroner. Information from CalREDIE is integrated into Mono County's QuickBase database, so that all case tracking information, nurse line calls, and testing referrals and results are integrated into one system. The QuickBase is linked to Mono County's coronavirus webpage, and auto populates daily with the case rate, deaths, number of tests administered and their results. https://coronavirus.monocounty.ca.gov/
	Applicant capacity: What is the current capacity to perform this milestone?	Mono County has sufficient capacity and this grant will help maintain current levels of surveillance and information sharing during the course of the pandemic.
	Expected Achieve By Date (select from drop down)	March 2022

	Activity 3: Enhance labora	atory testing and reporting capacity.
Activity 3 - Milestone 1	Planned Activity (Provide a title for this milestone)	COVID Testing at Healthcare Facilities
	Implementation Plan (Bulleted items or brief sentences)	Mono County coordinates with local hospitals and clinics to provide expedited testing to all symptomatic individuals and case contacts identified through COVID nurse line and case tracking.
	Applicant capacity: What is the current capacity to perform this milestone?	Mono County has sufficient capacity and this grant will help maintain current levels of service during the course of the pandemic.
	Expected Achieve By Date (select from drop down)	March 2022

	Activity 3: Enhance labora	atory testing and reporting capacity.
Activity 3 - Milestone 2	Planned Activity (Provide a title for this milestone)	COVID Pop-up Testing
	Implementation Plan (Bulleted items or brief sentences)	Mono County is coordinating with Verily (contracted with the State) to provide community COVID testing at 2 locations in Mono County. Additionally, Mono County is providing its own pop-up testing sites, rotating throughout the County each week. This grant will be used for coordination, preparation, travel, and support of pop-up testing, but not for performing the testing as this is an unallowable cost.

Applicant capacity: What is the current capacity to perform this milestone?	Mono County has sufficient capacity and this grant will help maintain current levels of service during the course of the pandemic.
Expected Achieve By Date (select from drop down)	March 2022

	Activity 3: Enhance laboratory testing and reporting capacity.	
Activity 3 - Milestone 3	Planned Activity (Provide a title for this milestone)	Serology Testing
	Implementation Plan (Bulleted items or brief sentences)	Serology testing is limited in Mono County at this time. Public Health does not have access to FDA approved serology tests and the local hospital provides some serology testing to healthcare workers who have been exposed to COVID cases. Mono County will work with the local healthcare facilities to increase capacity and availability of serology testing.
	Applicant capacity: What is the current capacity to perform this milestone?	Mono County has sufficient capacity to coordinate with local healthcare facilities on increasing serology testing, and will continue to assess the availability of serology tests and capacity for public health testing.
	Expected Achieve By Date (select from drop down)	March 2022

	Activity 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.						
Activity 4 - Milestone 1	Planned Activity (Provide a title for this milestone)	Mitigation Efforts for Healthcare Facilities					
	Implementation Plan (Bulleted items or brief sentences)	Public Health collaborates with the 2 medical facilities in Mono County, Mammoth Hospital and Toiyabe Indian Health, to assess and monitor infections in healthcare workers and coordinate on mitigation strategies for COVID. This is accomplished through the Emergency Operations Center meetings as well as the Mono Inyo Health Care Coalition meetings. Mono County does not have any dialysis clinics, cancer centers, nursing homes, or long term care facilities.					
	Applicant capacity: What is the current capacity to perform this milestone?	Mono County has sufficient capacity and this grant will help maintain current levels of service during the course of the pandemic.					
	Expected Achieve By Date (select from drop down)	March 2022					

	Activity 5: Monitor and mitigate COVID-19 introductions from connected jurisdictions (i.e., neighboring cities, states; including air travel).					
Activity 5 - Milestone 1	Planned Activity (Provide a title for this milestone)	Monitor Connected Jurisdictions				
		Mono County maintains situational awareness of connected jurisdictions via a few sources: 1) Inyo County Emergency				

Implementation Plan (Bulleted items or brief sentences)	Operations Press Releases and website (south), 2) COVID-19 Regional Information Center for Reno, Sparks, and Washoe County in Nevada (north), Quad County COVID-19 Updates for Carson City, Douglas County, Lyon County, and Storey County in Nevada (north/east), Yosemite Gateway Coordination Team Epi Surveillance Unit Reports which include Merced, Madera, Mono, Mariposa, and Tuolumne Counties (west). Additionally, statewide and national case rates are being monitored. Mono County has one small airport with 2 gates and limited domestic flights from Southern California, San Francisco, and Denver.
Applicant capacity: What is the current capacity to perform this milestone?	Mono County has sufficient capacity and this grant will help maintain current levels of service during the course of the pandemic.
Expected Achieve By Date (select from drop down)	

	Activity 5: Monitor and mitigate COVID-19 introductions from connected jurisdictions (i.e., neighboring cities, states; including air travel).					
Activity 5 - Milestone 2	Planned Activity (Provide a title for this milestone)	Joint Information Center (JIC) Outreach				
	Implementation Plan (Bulleted items or brief sentences)	During the course of this pandemic, Mono County has emphasized the primary goal of delivering timely, accurate and transparent information about COVID-19 spread and how it is being managed, and mitigating phobia with facts. The JIC integrates incident information and public affairs, coordinating frequent and consistent communication with the public and media through a variety of platforms. The JIC uses the following platforms and mediums to reach all communities and visitors in Mono County: COVID-19 portal & partner websites, Daily Brief, social media, email subscription lists, print ads & flyers, notice boards, changeable message signs, in-person outreach, virtual Zoom meetings, weekly community message videos, micro campaigns, and media relations.				
	Applicant capacity: What is the current capacity to perform this milestone?	Mono County has sufficient capacity and this grant will help maintain current levels of service during the course of the pandemic.				
	Expected Achieve By Date (select from drop down)	March 2022				

	Activity 6: Work with healthcare system to manage and monitor system capacity.						
Activity 6 - Milestone 1	Planned Activity (Provide a title for this milestone)	Healthcare System Capacity					
	Implementation Plan (Bulleted items or brief sentences)	Public Health collaborates with the 2 medical facilities in Mono County, Mammoth Hospital and Toiyabe Indian Health, to assess and monitor availability of critical care staff, PPE, essential equipment, and testing supplies. This is accomplished through the Emergency Operations Center meetings as well as the Mono Inyo Health Care Coalition meetings. Mono County submits resource requests to the					

	California Department of Public Health and CalOES for needed personnel and supplies as needed.
Applicant capacity: What is the current capacity to perform this milestone?	Mono County has sufficient capacity and this grant will help maintain current levels of service during the course of the pandemic.
Expected Achieve By Date (select from drop down)	March 2022

	Activity 6: Work with healthcare system to manage and monitor system capacity.						
Activity 6 - Milestone 2	Planned Activity (Provide a title for this milestone)	eCR Data Use for Mitigation Efforts					
	Implementation Plan (Bulleted items or brief sentences)	Mono County receives COVID test results from healthcare facilities and laboratories in California via CalREDIE. Those test results received from other states (such as Nevada as Mono County is a boarder county) are entered into CalREDIE. Information related to a COVID death is received from the local hospital or the coroner, and also entered into CalREDIE. CalREDIE data is then integrated into Mono County's QuickBase database, so that all case tracking information, nurse line calls, and testing referrals and results are integrated into one system. The eCR data is used to monitor morbidity/mortality rates and the health of the community, and inform decisions for the delivery of public health services and COVID-19 mitigation efforts.					
	Applicant capacity: What is the current capacity to perform this milestone?	Mono County has sufficient capacity and this grant will help maintain current levels of service during the course of the pandemic.					
	Expected Achieve By Date (select from drop down)	March 2022					

	Activity 7: Improve understanding of jurisdictional communities with respect to COVID-19 risk.						
Activity 7 - Milestone 1	Planned Activity (Provide a title for this milestone)	Understanding of High-Risk Populations					
	Implementation Plan (Bulleted items or brief sentences)	Mono County had identified two primary high-risk populations in Mono County, the adult Hispanic population and those over the age of 65. While the Hispanic population is 28% in Mono County, local case data shows that 62% of Mono County's positive COVID-19 cases are Hispanic adults. This rate shows the disparity of health for our local Hispanic/Latino adult population, many of whom are uninsured, low-income, and/or have limited English proficiency. The second high risk population are individuals 65 and older, who are at high-risk for severe illness, complications, and death from COVID-19. Medicare recipients/older adults tend to live in the more rural parts of Mono County, creating challenges in accessing care due to limited transportation, distance to travel for services, and adverse mountain conditions.					

Applicant capacity: What is the current capacity to perform this milestone?	Mono County has sufficent capacity and this grant will help maintain understanding the needs of high risk populations during the course of the pandemic.					
Expected Achieve By Date (select from drop down)	March 2022					

	Activity 7: Improve unders COVID-19 risk.	Activity 7: Improve understanding of jurisdictional communities with respect to COVID-19 risk.						
Activity 7 - Milestone 2	Planned Activity (Provide a title for this milestone)	Monitor COVID Mitigation Measure Violations						
	Implementation Plan (Bulleted items or brief sentences)	Numerous COVID mitigation measures have been implemented in Mono County through statewide orders and local health officer orders. Enforcement for these orders is primarily addressed by Town of Mammoth Lakes Code Compliance, Mono County Code Compliance, and Mono County Public/Environmental Health. Complaints are received through multiple channels, including phone calls, emails, and anynomous web pages. An enforcement team including the County Administrative Officer, County Council, the Sheriff, District Attorney, Finace, Community Development and Public/Environmental Health has been established to monitor and address violations.						
	Applicant capacity: What is the current capacity to perform this milestone?	Mono County has sufficent capacity to monitor violations and this grant will help maintain the ability to continue to do so during the course of the pandemic.						
	Expected Achieve By Date (select from drop down)							

Budget

							Months	
		Sa	lary/Hourly		Benefits	Total FT %	Position	Original
Expenditure Type	Expenditure Name		Rate		Rate	Budgeted	Budgeted	Budget
Health Program Manager/PH Nurse	Croissant, Jacinda	\$	93,061.45	\$	46,745.01	30.00%	12	\$ 41,941.94
Public Health Nursing Professional	Galvan, Melissa	\$	70,022.61	\$	1,715.57	15.00%	12	\$ 10,760.73
Fiscal Technical Specialist IV	Gonzalez, Maria	\$	79,197.85	\$	54,359.82	5.00%	12	\$ 6,677.88
Health Program Manager/PH Nurse	Stockdale, Shelby	\$	93,061.45	\$	37,964.25	5.49%	12	\$ 7,186.76
Health Program Manager/PH Nurse	Wheeler, Bryan	\$	97,714.51	\$	56,858.01	35.00%	12	\$ 54,100.38
Total Salaries and Wages								\$ 120,667.69
Total Personnel								\$ 120,667.69
Supplies								
SP- Testing Supplies (specify)								\$ 1,349.52
Total Supplies								\$ 1,349.52
Travel								
TC - Travel In State								\$ 3,000.87
Total Travel								\$ 3,000.87
Total Direct Cost								\$ 125,018.08
FA - Indirect (Use CDPH Approved Co	st Rate for ICR)		25.0%	Ind	irect Type			\$ 30,166.92
Total Budget								\$ 155,185.00

Total not to exceed \$155,185.00.

Reporting

Progress Reports

Progress reports are due quarterly by the 30th/31st of the month following the end of the quarter. Progress report will be emailed by the due date to ELCCOVID19@helunahealth.org.

Mandatory Grant Disclosures

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Tonya M. Jenkins, Grants Management Specialist
Time Solutions LLC
Office of Grants Services (OGS)
Office of Financial Resources (OFR)
Office of the Chief Operating Officer (OCOO)
Centers for Disease Control and Prevention (CDC)
pjo6@cdc.gov | 404-498-2399 office

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or

Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

ATTACHMENT B

Insurance Coverage Requirements

Local Health Department (and any sub Local Health Department may use if permitted under the Agreement) shall, at its own expense, obtain and maintain the following self-insurance coverage during all periods while providing services under the Agreement:

General Liability Insurance

- (a) Coverage on an occurrence basis of all operations and premises, independent Local Health Departments, products, completed operations, explosion, collapse and underground hazards, broad form contractual liability, personal injury (including bodily injury and death), broad form property damage (including completed operations and loss of use) and additional insured endorsement.
- (b) The minimum limits of liability under this insurance requirement shall be not less than the following:

(i)	General Aggregate Limit	\$2,000,000
(ii)	Each Occurrence	\$1,000,000

Workers Compensation & Employer's Liability Insurance

Coverage in accordance with all applicable state laws reflecting the following limits of liability

- (b) Workers' Compensation:
 - (i) California Statutory Benefits
- (b) Employer's Liability:

(i)	\$1,000,000	Bodily Injury each Accident
(ii)	\$1,000,000	Bodily Injury by Disease - Policy Limit
(iii)	\$1,000,000	Bodily Injury by Disease – Each Employee

Comprehensive Automobile Liability Insurance

Coverage for all owned, hired and non-owned vehicles with limits not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence with no annual aggregate limits.

Professional Liability Insurance

Coverage with minimum limits of liability not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. To the extent coverage is afforded on a claims made basis, tail coverage for a minimum of three (3) years shall be required.

All insurance policies shall: (i) name HELUNA HEALTH and any related entities identified by HELUNA HEALTH as Additional Insureds on a primary basis; (ii) stipulate that the insurance is primary and that any insurance carried by any of said Additional Insureds shall be excess and non-contributory insurance; (iii) be provided by carriers rated by A.M. Best Company as "A- VII" or better and be admitted to conduct insurance business in California; (iv) not contain a deductible greater than \$1,000; (v) provide that thirty (30) days written notification is to be given to HELUNA HEALTH prior to the non-renewal, cancellation or material alteration of any policy; and (vi) be acceptable to HELUNA HEALTH.

CERTIFICATE NO. ISSUE DATE

GL1-7541

ΑI

CERTIFICATE OF COVERAGE

08/19/2020

Public Risk Innovation, Solutions and Management

C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861

Member:

MONO COUNTY P.O. BOX 696 BRIDGEPORT, CA 93517-0696 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	A- Public Risk Innovation, Solutions and Management	
COVERAGE AFFORDED	3	
COVERAGE AFFORDED		
COVERAGE AFFORDED)	

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	X Excess General Liability X General Liability Aggregate X Auto Liability	PRISM 20 EL-48	07/01/2020	07/01/2021	\$1,000,000 \$2,000,000 \$1,000,000 Limits inclusive of the Member's Self-Insured Retention of \$250,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT BETWEEN MONO COUNTY AND HELUNA HEALTH FOR ELC CARES GRANT.

HELUNA HEALTH, ITS BOARD OF TRUSTEES, OFFICERS, DIRECTORS, AGENTS, LOCAL HEALTH DEPARTMENTS, SUBCONTRACTORS, EMPLOYEES, AFFILIATED COMPANIES, REPRESENTATIVES AND AGENTS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

THIS INSURANCE SHALL BE PRIMARY AND NO OTHER INSURANCE SHALL CONTRIBUTE PURSUANT TO ENDORSEMENT NUMBER U-9.

Certificate Holder

HELUNA HEALTH ATTN: ROCHELLE MCLAURIN 13300 CROSSROADS PKWY NORTH, STE 450 CITY OF INDUSTRY, CA 91746 Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Public Risk Innovation, Solutions and Management

WC-3109

CERTIFICATE OF COVERAGE

08/19/2020

PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT

C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 **NEWPORT BEACH, CA 92658-6450**

PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE

AFFORDED BY: A - See attached schedule of insurers

Member:

MONO COUNTY P.O. BOX 696 BRIDGEPORT, CA 93517-0696 **COVERAGE** AFFORDED BY: **B**

COVERAGE AFFORDED BY: C

COVERAGE AFFORDED BY: **D**

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2020	07/01/2021	WORKERS' COMPENSATION: Difference between Statutory and Member's \$1,000,000 Retention EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's Retention

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT BETWEEN SAN LUIS OBISPO COUNTY AND HELUNA HEALTH FOR ELC CARES GRANT NUMBER 6NU50CK000539-01-08.

Certificate Holder

HELUNA HEALTH ATTN: ROCHELLE MCLAURIN 13300 CROSSROADS PKWY NORTH, STE 450 CITY OF INDUSTRY, CA 91746

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.

AUTHORIZED REPRESENTATIVE

Public Risk Innovation, Solutions and Management

CERTIFICATE NO. **ISSUE DATE**

MM2-382

CERTIFICATE OF COVERAGE

08/19/2020

Public Risk Innovation, Solutions and Management

C/O ALLIANT INSURANCE SERVICES, INC. P.O. BOX 6450 **NEWPORT BEACH, CA 92658-6450**

PHONE (949) 756-0271 / FAX (619) 699-0901

LICENSE NO: 0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE

AFFORDED BY A- Public Risk Innovation, Solutions and Management

MEMBER

MONO COUNTY P.O. BOX 696 BRIDGEPORT, CA 93517-0696 COVERAGE AFFORDED BY B

COVERAGE

AFFORDED BY C

COVERAGE AFFORDED BY D

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUM OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR		MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE		LIABILITY LIMITS			
A	Medical Professional Services and Limited General Liability Claims Made	EIA 19 M2 CM 19	10/01/2019	10/01/2020	\$1,000,000	PER MEDICAL EVENT, EVENT OR OFFENSE EXCESS OF MEMBER'S DEDUCTIBLE AGGREGATE: NOT APPLICABLE SUBJECT TO A \$5,000 DEDUCTIBLE PER MEDICAL EVENT, EVENT OR OFFENSE			

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT BETWEEN MONO COUNTY AND HELUNA HEALTH FOR ELC CARES GRANT.

Certificate Holder

HELUNA HEALTH ATTN: ROCHELLE MCLAURIN 13300 CROSSROADS PKWY NORTH, STE 450 CITY OF INDUSTRY, CA 91746

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Public Risk Innovation, Solutions and Management

ATTACHMENT C

Required Invoice Template Draft

An example of the required invoice template is attached. The invoice template specific to your agency will be provided after the agreement is fully executed.

Invoice Instructions

The invoice template will be updated monthly and provided the third week of month for the previous month.

Monthly invoice template and supporting documentation are due within 30 days of month end via email to ELCCOVID19Invoices@helunahealth.org.

- Supporting documentation required: Invoice, proof of payment, receipts, and packing slips for any operating cost purchases (i.e. equipment, supplies, etc.).
- For personnel supporting documentation, please provide payroll register or general ledger detail for employees and timesheets.

INVOICE

Heluna Health 13300 Crossroads Parkway North, Suite 450 City of Industry, CA 91746 (800) 201-7320 ELCCOVID19Invoices@helunahealth.org

Name of Local Health Department Local Health Department Address Contact Telephone # Email

			-
			_
			_
Program Number:		Invoice No:	
Period Covered:		Date of Invoice:	
Final:	Vec	No	

ITEM	Prior Month Expended	CURRENT EXPENSES	CUMULATIVE EXPENSES	APPROVED BUDGET	UNEXPENDED BALANCE
Non-Heluna Health Personnel Costs					
Position Title	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Salaries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL NON-HELUNA HEALTH PERSONNEL COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operating Costs					
Line 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Line 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Line 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Line 4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OPERATING COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL DIRECT COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL INVOICE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Please submit only one (1) invoice per month.

Approver & Date: _

Date Sent to Accounting: __

Due Date: Invoice and supporting documentation are due within 30 days of month end via email to ELCCOVID19Invoices@helunahealth.org.

Supporting documentation required: Invoice, proof of payment, receipts, and packing slips for any operating cost purchases (i.e. equipment, supplies, etc.).

For personnel supporting documentation, please provide payroll register or general ledger detail for employees and timesheets.

I certify that all expenditures reported are for appropriate purp	rposes and in accordance with the terms and conditions of the agreement.	
Signature	Date	
Printed Name and Title		
********	**************************************	
	Helana Health Ose Only	
Received on:		
First Davisus 9 Data		



REGULAR AGENDA REQUEST

____ Print

MEETING DATE October 6, 2020

Departments: Public Health

TIME REQUIRED

SUBJECT Increase in Appropriations and

Addition of Three Limited Term
Positions in the Department of Public

BEFORI
BOARD

Health

PERSONS APPEARING BEFORE THE

AGENDA DESCRIPTION:

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

Requested increase in appropriations for the Enhancing Laboratory Capacity/Enhancing Detection Funding (ELC/EDF) and Proposed Resolution amending Mono County List of Allocated Positions to add three limited-term positions within the Department of Public Health related to COVID-19.

RECOMMENDED ACTION:

1) Approve increasing appropriations in the amount of \$1,587,438 in new grant	t funding to support the public health
response to COVID-19 (requires 4/5ths vote approval).	

2) Adopt proposed Resolution R20-_____, Authorizing the County Administrative Officer to amend the list of allocated positions to add three (3) new limited-term positions consisting of one FTE Epidemiologist, one FTE Community Health Program Coordinator II, and one FTE Community Health Outreach Specialist in the Department of Public Health.

FISCAL IMPACT:

There is no impact to the County General Fund. The new grant supports \$1,587,439 in expenditures over the next two and half years. Estimated remaining 2020-21 position costs are \$360,520.

CONTACT NAME: Lynda Salcido

PHONE/EMAIL: 760-924-1818 / Isalcido@mono.ca.gov

SEND COPIES TO:

Lynda Salcido, Bryan Wheeler, Stephanie Butters

MINUTE ORDER REQUESTED:

☐ YES 🔽 NO

ATTACHMENTS:

Click to download

Staff Report

D	Resolution Allocation List
D	<u>Letter</u>
D	<u>Plan</u>
ם	Public Health Epidemiologist

History

Time	Who	Approval
10/1/2020 10:56 AM	County Administrative Office	Yes
9/30/2020 5:58 PM	County Counsel	Yes
9/30/2020 4:29 PM	Finance	Yes



MONO COUNTY HEALTH DEPARTMENT Public Health

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

DATE: October 6, 2020

TO: Honorable Board of Supervisors

FROM: Lynda Salcido, Public Health Director, Interim

SUBJECT: Enhancing Laboratory Capacity/Enhancing Detection Funding

(ELC/EDF) Grant Appropriation of Funds and Addition of Positions

Recommendation:

Approve the following actions:

- 1. Approve increasing appropriations in the amount of \$1,587,438 in new grant funding to support the public health response to COVID-19 (requires 4/5ths vote approval).
- 2. Adopt proposed resolution R20-_____, Authorizing the County Administrative Officer to amend the list of allocated positions to add three (3) new limited-term positions consisting of one FTE Epidemiologist, one FTE Community Health Program Coordinator II, and one FTE Community Health Outreach Specialist in the Department of Public Health.

Discussion:

Through the COVID-19 Enhancing Laboratory Capacity/Enhancing Detection Funding Grant Award, the California Department of Public Health (CDPH) has allocated \$1,587,439 to Mono County for the grant period of May 18, 2020 to November 17, 2022. The grant application has been submitted and approved by the CDPH. Funds are intended to provide critical resources to local health departments in support of a broad range of COVID-19/SARS-CoV-2 testing and epidemiologic surveillance related activities.

In order to deliver on the defined grant Scope of Work strategies, the grant recommended the following staff positions:

Requested addition of positions to the allocation list to be funded through grant:

Epidemiologist, 82A, Exempt

Community Health Program Coordinator II, 75D

Community Health Outreach Specialist, 63C

One current existing position on the allocation list will also be funded through this grant:

Health Program Manager/Infection Preventionist/PHN, 82A, Exempt

These positions are fully funded through the grant but were not included in the FY 2020-21 adopted budget. This agenda item also requests an increase in appropriations offset by the unanticipated grant revenues. Because these positions are grant-funded, the positions will be limited-term positions ending with the grant termination date of November 17, 2022.

Fiscal Impact/Budget Projections:

There is no impact to the County General Fund.

\$1,587,439 in expenditures over the next two and half years with \$1,587,439 in grant revenue offset.

Estimated remaining 20/21 ELC/EDF position costs are \$360,520:

Epidemiologist, 82A, \$62,681 in Salaries and \$35,728 in Benefits

Community Health Program Coordinator II, 75D, \$61,043 in Salaries and \$34,794 in Benefits

Community Health Outreach Specialist, 63C, \$43,227 in Salaries and \$24,638 in Benefits Health Program Manager/Infection Preventionist/PHN, 82A, Exempt, \$62,681 in Salaries and \$35,728 in Benefits

For questions regarding this item, please call Stephanie Butters at (760) 932-5587.

Submitted by Stephanie Butters, Public Health Fiscal and Administrative Officer Reviewed by Lynda Salcido, Interim Public Health Director



R20-

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 ONE EPIDEMIOLOGIST, ONE COMMUNITY HEALTH PROGRAM COORDINATOR II AND ONE COMMUNITY HEALTH OUTREACH SPECIALIST IN THE DEPARTMENT OF PUBLIC 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 job classifications on the Allocation List; and

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

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

The County Administrative Officer shall be authorized to amend the County of Mono List of Allocated Positions to reflect the following changes:

Increase the allocation of a full-time limited-term (through November 17, 2022) Epidemiologist position in the Department of Public Health by one (new total of one) (salary of \$6,965 to \$8,465 per month).

Increase the allocation of a full-time limited-term (through November 17, 2022) Community Health Program Coordinator I/II in the Department of Public Health by one (new total of two) (salary of \$5,859 to \$7,122 per month).

1	Increase the allocation of a full-time limite	
2 3	total of two) (salary of \$4,357 to \$5,295 pe	the Department of Public Health by one (new er month).
4	PASSED APPROVED and ADOPTED	this 6th day of October 2020, by the following
5	vote, to wit:	this our day or October 2020, by the ronowing
6	AYES:	
7	NOES:	
8	ABSENT:	
9	ABSTAIN:	
10		
11 12		
13		
14		Stacy Corless, Chair Mono County Board of Supervisors
15		Wollo County Board of Supervisors
16	ATTEST:	APPROVED AS TO FORM:
17		
18		
19		
20	Clerk of the Board	County Counsel
21		
22		
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28 29		
30		
31		
32		



State of California—Health and Human Services Agency California Department of Public Health



August 11, 2020

Dr. Thomas Boo Health Officer County of Mono 437 Old Mammoth Road, Suite Q Mammoth Lakes, CA 93546

COVID-19 ELC Enhancing Detection Funding Award Number COVID-19ELC26 County of Mono

Authority

Section 311(c)(1) of the Public Health Service Act (42 USC 243(c)(1)

Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123)

Coronavirus Aid, Relief, and Economic Security Act, 2020 (CARES Act) (P.L. 116-136)

Paycheck Protection Program and Health Care Enhancement Act, 2020 (P.L. 116-139)

Dear Dr. Thomas Boo:

This letter covers the reimbursement for the Paycheck Protection Program and Health Care Enhancement Act Response Activities for Cross-Cutting Emerging Issues. Funding for these activities is covered for the period May 18, 2020 to November 17, 2022. The California Department of Public Health (CDPH) is allocating \$1,587,439 to County of Mono. These funds are intended to provide critical resources to local health departments (LHD) in support of a broad range of COVID-19/SARS-CoV-2 testing and epidemiologic surveillance related activities, including the establishment of modernized public health surveillance systems. The work supported by ELC Enhancing Detection expands upon previous COVID-19 awards (ELC CARES and ELC Community-based Surveillance). These funds will support the public health response to COVID-19 and lay the foundation for the future of public health surveillance.

This allocation spans six different strategies that collectively build upon current investments and better prepare California to address COVID-19 response needs over the next 24 months and allow the state to prioritize and target resources to those most vulnerable to the impacts of the disease. Below is a table which outlines each strategy and corresponding allocation for your Agency:

Allocation
\$406,791



2.	Strengthen Laboratory Testing to include building high throughput capacity in California's public health laboratories as well as expanding partnerships to increase the reach of testing services.	\$0
3.	Advance Electronic Data Exchange at Public Health Laboratories by improving and/or replacing the existing disease reporting system, CalREDIE.	\$0
4.	Improve Public Health Surveillance and Reporting of Electronic Health Data by enhanced disease monitoring activities to identify disparities and track progress in reducing disparities over time.	\$325,528
5.	Use Laboratory Data to Enhance Investigation, Response and Prevention by supporting the State of California's comprehensive contact tracing program, California Connected, which was developed in April 2020 and includes an academic training institute, statewide data management and communications platform to support COVID-19 contact tracing work by local health departments.	\$452,000
6.	Coordinate and Engage with Partners. Under the state's Roadmap to Resilience, counties who wish to open sectors of the community at their own speed were required to submit a Variance Attestation which included engagement with skilled nursing facilities to reduce disease transmission in these facilities.	\$403,120
	Total Allocation	\$1,587,439

Funding:

The funding term is May 18, 2020 to November 17, 2022. CDPH plans to evaluate spending at the local level after a ten month period from the date of this letter. CDPH, in consultation with the California Conference of Local Health Officers and California Health Executives Association of California, will consider options for possible redirection of funds at that time.

Submission Requirements:

- 1. Complete a Workplan by **August 31, 2020** and submit to the California Department of Public Health at CDPHELC@cdph.ca.gov. See Attachment 1.
- 2. Complete a Spend Plan by **August 31, 2020** and submit to the California Department of Public Health at <u>CDPHELC@cdph.ca.gov</u>. See Attachment 2. Your Agency should consider the following when developing your Spend Plan:

- Staffing: You are encouraged to hire an Epidemiologist for Strategy 4; and a minimum 1 FTE Infection Preventionist for Strategy 6.
- Your Agency must work in coordination with tribal governments, community-based organizations, and faith-based organizations within Strategy 2 and 5, particularly those with experience with high-risk populations based upon county COVID-19 testing data. There is no explicit cap or percentage that must go to these partners; however, you must reach out to them and enlist their help where it makes sense (i.e. outreach, testing strategy, education, or housing, etc.). Such engagement must include a community meeting and the plan should include a list of community engagement participants.
- Your agency is encouraged to recruit and give hiring preference to unemployed workers, underemployed workers, and applicants from local communities disproportionately affected by COVID-19, who are qualified to perform the work. In addition, you are encouraged to work with applicants from your community when executing contracts and other services.

Reporting Requirements:

As a subrecipient of the COVID-19 ELC Enhancing Detection funding, the CDC requires submission of the following reporting documents to CDPH. Additionally, CDPH will require additional data metric reporting related to Strategy 5 (contact tracing and isolation and quarantine activities). For your convenience, your Contract Manager will issue reminders as these dates get closer.

- 1. Submit quarterly progress reports on status of timelines, goals, and objectives in the approved work plan. Such report must include a list of tribal governments, community-based organizations, and faith-based organizations that the county has included in its efforts. See Attachment 1.
- 2. Submit quarterly expenditure reports following the dates listed in the table below. See Attachment 2.

Quarter	Reporting Period	Due Date
Year 1/Q1	May 18, 2020 – July 31, 2020	August 31, 2020
Year 1/Q2	August 1, 2020 – October 31, 2020	November 30, 2020
Year 1/Q3	November 1, 2020 – January 31, 2021	March 1, 2021
Year 1/Q4	February 1, 2021 – April 30, 2021	May 31, 2021
Year 2/Q1	May 1, 2021 – July 31, 2021	August 30, 2021
Year 2/Q2	August 1, 2021 – October 31, 2021	November 30, 2021
Year 2/Q3	November 1, 2021 – January 31, 2022	February 28, 2022
Year 2/Q4	February 1, 2022 – April 30, 2022	May 31, 2022
Year 3/Q1	May 1, 2022 – July 31, 2022	August 31, 2022
Final	August 1, 2022 – November 17, 2022	December 15, 2022

3. Your Agency may be requested to report on performance measures as needed.

4. For Agencies not using the CalCONNECT Contact Tracing data management system comprehensively for all of their COVID-19 cases, there may be additional reporting required on a monthly basis related to Strategy 5 activities. CDPH will provide a template to use to facilitate the reporting of these additional data metrics.

Reimbursement/Invoicing:

CDPH will reimburse your Agency upon receipt of invoice. In order to receive your reimbursements, please complete and submit your invoices to: CDPHELC@cdph.ca.gov. See Attachment 3.

- 1. First Quarter Payment: CDPH will issue warrants (checks) to your Agency for 25% of each Strategy which equates to 25% of your total allocation, this will be issued as an advance payment.
- 2. Future Payments: Future payments will be based on reimbursement of expenditures. In order to receive future payments, your Agency must complete and submit reporting documentation within Attachments 1 and 2 following the due dates in the table on the previous page.
- 3. Your Agency must maintain supporting documentation for any expenditures invoiced to CDPH against this source of funding. Documentation should be readily available in the event of an audit or upon request from your Contract Manager. Documentation should be maintained onsite for five years.

Thank you for the time your Agency has and will continue to invest in this response. We are hopeful that this additional funding can support the needs of your local health department and that it provides adequate resources for your participation in ELC Enhancing Detection. If you have any questions or need further clarification regarding this funding, please reach out to CDPHELC@cdph.ca.gov.

Sincerely,

Melissa Relles

Assistant Deputy Director

Emergency Preparedness Office

Mefisia Relles

California Department of Public Health

Attachments

Attachment 1: Workplan and Progress Report

Attachment 2: Spend Plan and Expenditure Report

Attachment 3: Invoice Template

Attachment 4: ELC Enhancing Detection Guidelines

Attachment 5: Local Allocations

COVID-19 ELC Enhancing Detection Spend Plan

County Name: Mono

Position Title*	Annual Salary	FTE %	St	rategy 1	S	itrategy 4		Strategy 5	S	trategy 6	C	OMBINED TOTAL
Community Health Outreach Speciali	\$ 55,000.00	100%					\$	115,000.00			\$	115,000
Community Health Program Coording	\$ 81,000.00	100%	\$	169,000							\$	169,000
IT Specialist	\$ 55,000.00	20%	\$	22,880							\$	22,880
Epidemiologist	\$ 84,000.00	100%			\$	140,000.00	\$	35,000.00			\$	175,000
Program Manager/Infection Prevention	\$ 84,000.00	100%							\$	175,000.00	\$	175,000
Fringe	57%		\$	109,372	\$	79,800	\$	85,500	\$	99,750	\$	374,422
Total Personnel			\$	301,252	\$	219,800	\$	235,500	\$	274,750	\$	1,031,302
Supplies			\$	5,226	\$	6,778.00	\$	54,625.00	\$	14,682.00	\$	81,311
											L	
Total Supplies			\$	5,226	\$	6,778	\$	54,625	\$	14,682	\$	81,311
Travel												
In-State											\$	-
Out-of-State											\$	-
Total Travel			\$	-	\$	-	\$	-	\$	-	\$	•
Equipment					\$	44,000.00	\$	8,000.00			\$	52,000
Total Equipment			\$	_	S	44,000	S	8,000	\$	_	\$	52,000
Other			Y		Ψ.	44,000	\$	10,000.00	\$	40,000.00	\$	50,000
Offici							Ψ	10,000.00	Ψ	40,000.00	Ψ	30,000
Total Other			\$	-	\$	-	\$	10,000	\$	40,000	\$	50,000
Subcontracts:												
and/or RNs) to conduct COVID-19 testin	ng and immunization	on efforts,										
if/when appropriate			\$	25,000			\$	35,000.00	\$	5,000.00	\$	65,000
TBD: 1 to 5 part-time contracted staff men	. ,	,										
community members who are bilingual, to	conduct case tra	cing during										
surge periods							\$	50,000.00			\$	50,000
Total Subcontracts			\$	25,000	_	-	\$	85,000	\$	5,000	\$	115,000
Indirect Cost	25%		\$	75,313	\$	54,950.00	\$	58,875.00	\$	68,687.50	\$	257,825
Total Indirect			\$	75,313	\$	54,950	\$	58,875	\$	68,688	\$	257,825
TOTAL			\$	406,791	\$	325,528	\$	452,000	\$	403,120	\$	1,587,438
Allocation			S	406,791	s	325,528	s	452,000	\$	403,120	\$	1,587,439
Balance			\$	1	\$		S		S	1	\$	1

^{*}Personnel supported with this funding should not duplicate efforts across other federal grants; exceed 1.0 FTE across all funding sources; and salary is kept below \$197k as required by the funder.

MONO COUNTY Date Created: 08/26/20

BARGAINING UNIT: MCPE FLSA: Exempt SALARY RANGE: Level 82A

PUBLIC HEALTH EPIDEMIOLOGIST

DEFINITION

A Public Health Epidemiologist:

- Utilizes epidemiologic, statistical and research methodologies and techniques to accomplish epidemiological research and surveillance objectives; plans and designs epidemiological studies; develops and conducts case control studies.
- Analyzes and interprets data (including reviewing, assessing, monitoring case reports, health statistics, demographic information and results of laboratory tests) to identify possible epidemic trends; makes recommendations for strategies and intervention to control contagious and other diseases; advises public health officials regarding potential or active epidemic trends and disease patterns, their characteristics, possible causation and potential remedial actions; may assess the impact of disease control interventions on the status of target populations.
- Prepares and presents oral and written reports describing surveillance data and the outcomes of epidemiological investigations to local, state, and federal public health officials and to the community.
- Serves as a resource and technical consultant on epidemiology to the department, public health officials, and other local and state community providers.
- Coordinates and maintains epidemiological data using information technology including but not limited to epidemiological software applications and comprehensive statistical software.
- Writes research related or grant funding proposals and collateral reports and/or correspondence based on epidemiological hypotheses and findings.

DISTINGUISHING CHARACTERISTICS

- Demonstrated ability to effectively communicate orally and in writing with public health and healthcare professionals and internal partners.
- Ability to perform data entry, data cleaning, and data quality assessment with attention to detail.
- Knowledge and application of Health Insurance Portability and Accountability Act (HIPAA) requirements and protection of health information.
- Knowledge and skills related to analysis of public health surveillance data.
- High level analytical and problem-solving skills.
- Ability to complete assignments in a timely and efficient manner.
- Ability to prioritize and manage multiple tasks and work independently.
- Demonstrate reliability and integrity.
- Prior knowledge and experience in use of CalREDIE preferred.
- Fluency in spoken English.

REPORTS TO

Public Health Director or designee

CLASSIFICATIONS DIRECTLY SUPERVISED

May directly supervise staff and provide lead direction to other staff as assigned

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

- Respond to special data requests including clarifying race/ethnicity, occupations, and underlying medical conditions of reported COVID-19 cases and deaths.
- Communicate effectively and efficiently with unit and team members via telephone and email.
- Clean data and maintain data quality and completeness.
- Analyze data as requested (e.g., to link birth record and death certificate data to CalREDIE COVID-19 cases to clarify race/ethnicity).
- Assist with the generation of data sets, data visualizations and written and oral reports.
- Be present at meetings, if applicable.
- Participate in conference calls with epidemiology and laboratory partners at CDPH or other local and federal partners as needed.
- Write research related or grant funding proposals and collateral reports and/or correspondence based on epidemiological hypotheses and findings.
- Perform other duties as directed by the Health Director and Health Officer.
- Collaborate effectively in a team environment.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 lbs; correct hearing and vision to normal range; verbal communication; use of office equipment, including computer, telephone, calculator, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment; travel within Mono County as required for program implementation; frequent contact with staff and the public. Incumbent may work holidays or hours outside of the normal work schedule infrequently. All Mono County employees are Disaster Service Workers in the event of a disaster.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Modes of disease transmission and epidemic patterns of disease in the community.
- Epidemiological features of infections significant to public health.
- Epidemiological trends and disease patterns, their characteristics, and possible causation.

- Design methodology and statistical methods used in epidemiological studies.
- Use and availability of demographic data; word processing.
- Computer programming and processing methods to generate, organize, and display complex statistical and other research data.
- Current epidemiological and related literature.
- Basic computer and modern office automation technology relevant to department operations computer-based comprehensive statistics, graphics and database software.

Ability and willingness to:

- Understand and apply pertinent local state rules, regulations and procedures to public health programs.
- Establish and maintain cooperative working relationships with staff; policy makers, public, and other community and public agencies and other local regional, state, and federal agencies.
- Speak in public and be comfortable with people of all ages, cultures, race/ethnicities, socio-economic backgrounds, genders, and temperaments.
- Communicate effectively in both oral and written forms.
- Organize workload and set priorities.
- Work independently as needed.
- Prepare and present reports.
- Maintain and organize records and files.
- Use social media, office equipment and Microsoft software programs
- Support and follow the Public Health Department's goals, guiding principles, and Mission-Vision-Values Statement.

Education and Experience

Possession of a master's degree from an accredited college or university in epidemiology, biostatistics or a related public health field (with a minimum of one year of course work in epidemiology and one year in biostatistics).

Special Requirements

Possession of a valid driver's license



REGULAR AGENDA REQUEST

■ Print

MEETING DATE October 6, 2020

Departments: Social Services

TIME REQUIRED PERSONS Kathy Peterson

SUBJECT Amendment #4 to Contract with Inyo

County for Senior Services

APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Amendment #4 to Contract between County of Inyo and County of Mono for an increase in funds related to the Senior Services Program for FY 2019-20

RECOMMENDED ACTION:

Approve the proposed contract Amendment #4 to the contract with Inyo County for senior services for the period July 1, 2016 through June 30, 2020 and authorize the Board Chair to execute such Amendment on behalf of the County.

FISCAL IMPACT:

The proposed contract amendment provides an overall increase in funding for fiscal year 2019-20. The new amount for fiscal year 2019-20 is \$148,896. The total contract amount for July 1, 2016 through June 30, 2020 is approximately \$429,388.

CONTACT NAME: Kathy Peterson

PHONE/EMAIL: 760-924-1763 / kpeterson@mono.ca.gov

SEND COPIES TO:

Kathy Peterson

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download	
□ Staff Report	
D Attachment A	

History

Time Who Approval

10/1/2020 10:55 AM	County Administrative Office	Yes
9/22/2020 2:53 PM	County Counsel	Yes
9/30/2020 4:37 PM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

COUNTY

MONO

P. O. Box 2969 • Mammoth Lakes • California 93546

KATHRYN PETERSON, MPH Director BRIDGEPORT OFFICE (760) 932-5600 FAX (760) 932-5287 MAMMOTH LAKES OFFICE (760) 924-1770 FAX (760) 924-5431



To: Mono County Board of Supervisors From: Kathy Peterson, Social Services Director

Date: October 6, 2020

Re: Amendment #4 to Contract between County of Inyo and County of Mono for an increase in

funds related to the Senior Services Program for FY 2019-20

Recommended Action:

Approve the proposed contract Amendment #4 to the contract with Inyo County for senior services for the period July 1, 2016 through June 30, 2020 and authorize the Board Chair to execute such Amendment on behalf of the County.

Fiscal Impact:

The proposed contract amendment provides an overall increase in funding for fiscal year 2019-20. The new amount for fiscal year 2019-20 is \$148,896. The total contract amount for July 1, 2016 through June 30, 2020 is approximately \$429,388.00.

Discussion:

This Board approved a four-year contract between County of Inyo and County of Mono providing revenues for Mono County Senior Services for a contract period of July 1, 2016 through June 30, 2020. This amendment serves to correct the FY 2019-20 allocation amount for Mono County and adjusts the total contract amount.

In mid-April, Inyo County received notification from the California Department of Aging that the Inyo/Mono Planning Service Area (PSA 16) would receive \$29,835 from the Families First Coronavirus Response Act. They also gave Inyo direction on the categories of service and amounts per category for which the money should be used. Inyo determined that Mono County would receive \$1,432 for C-1 Congregate meals and \$3,044 for C-2 Home Delivered meals.

Due to administrative oversight, Inyo County did not add the new COVID funds to the Mono contract, nor present a contract amendment to the Inyo and Mono Board of Supervisors. With this proposed action, we are requesting the Board ratify and approve Contract Amendment #4 between Inyo County and the County of Mono for the FY 19-20 contract for an increase of \$4,476.

AMENDMENT NUMBER _____ TO AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and
, of
Contractor Services dated, on County of Inyo Standard Contract No, for the term from to
WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;
WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.
County and Contractor hereby amend such Agreement as follows:
The effective date of this Amendment to the Agreement is
All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER ______ TO AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

IN WITNESS THEREOF, THE PARTIES HERE DAY OF	ETO HAVE SET THEIR HANDS AND SEALS THIS
COUNTY OF INYO	CONTRACTOR
By:	By:Signature
Dated:	Signature
	Type or Print
	Dated:
APPROVED AS TO FORM AND LEGALITY:	
County Counsel	
APPROVED AS TO ACCOUNTING FORM:	
County Auditor	
·	
APPROVED AS TO PERSONNEL REQUIREMENTS:	
Personnel Services	
APPROVED AS TO RISK ASSESSMENT:	
County Risk Manager	



REGULAR AGENDA REQUEST

Print

MEETING DATE October 6, 2020

TIME REQUIRED

SUBJECT Department of Fish and Wildlife -

Public Review of Draft Initial Study/Negative Declaration

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Draft Initial Study/Negative Declaration for the Proposed Simplification and Amendments to Statewide Inland Sport Fishing Regulations completed by the California Department of Fish and Wildlife.

RECOMMENDED ACTION:
FISCAL IMPACT:
CONTACT NAME: Queenie Barnard PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov
SEND COPIES TO:
MINUTE ORDER REQUESTED: YES NO
ATTACHMENTS:
Click to download Letter Notice of Change of Date Lis/ND

History

Time	Who	Approval
10/1/2020 10:55 AM	County Administrative Office	Yes
9/21/2020 12:06 PM	County Counsel	Yes
9/30/2020 3:23 PM	Finance	Yes

State of California – Natural Resources Agency DEPARTMENT OF FISH AND WILDLIFE Fisheries Branch P.O. Box 944209

GAVIN NEWSOM, Governor CHARLTON H. BONHAM, Director

nor tor

Sacramento, CA 94244-2090 www.wildlife.ca.gov

September 10, 2020

ATTN: County Clerk-Recorder

The California Fish and Game Commission is the lead agency for a project to modify existing sport fishing regulations for inland trout waters throughout California. The Department of Fish and Wildlife has prepared a draft environmental document pursuant to the California Environmental Quality Act (CEQA).

CEQA §15072 (d) provides direction to lead agencies to provide draft environmental documents to the county clerk of each county within which the project is located. Please find attached, a copy of the Draft Initial Study/Negative Declaration for Proposed Simplification and Amendments to Statewide Inland Sport Fishing Regulations prepared by the California Department of Fish and Wildlife in compliance with CEQA. This document was filed with the state Clearinghouse.

To provide the public with an opportunity to review and comment on the proposals contained in this document, please make it available for public review until October 8, 2020.

If you have any questions regarding this request, please contact me by email at Kevin.Shaffer@wildlife.ca.gov.

Sincerely,

D168439904AD42A...

DocuSigned by:

Kevin Shaffer Fisheries Branch Chief

Enclosures

Commissioners
Eric Sklar, President
Saint Helena
Samantha Murray, Vice President
Del Mar
Jacque Hostler-Carmesin, Member
McKinleyville
Russell E. Burns, Member
Napa
Peter S. Silva, Member

Jamul

Date: September 22, 2020

STATE OF CALIFORNIA Gavin Newsom, Governor

Fish and Game Commission



Wildlife Heritage and Conservation Since 1870 Melissa Miller-Henson Executive Director P.O. Box 944209 Sacramento, CA 94244-2090 (916) 653-4899 fgc@fgc.ca.gov

www.fgc.ca.gov



SEP 28 2020

Notice of Change of Date of Adoption Hearing for

OFFICE OF THE CLERK

Simplification of Statewide Inland Sport Fishing regulations (OAL Notice Number Z-2020-0707-01)

On July 10, 2020, the Fish and Game Commission (Commission) provided notice of its intent to amend sections 3.00, 4.00, 5.00, 5.41, 5.85, 7.00, 7.50, 8.10; and add sections 5.84, 5.89 and 7.40, Title 14, California Code of Regulations, relating to Simplification of Statewide Inland Sport Fishing Regulations. The notices were published in California Regulatory Notice Register 2020, 28-Z and appears on the Commission's website at www.fgc.ca.gov.

The date of the hearing relevant to this action has been changed from Thursday, October 15, 2020 to Wednesday, October 14, 2020, at 8:30 a.m. or as soon as the item may be heard. Access for participation in the webinar/teleconference hearing will be posted at www.fgc.ca.gov in advance of the meeting or may be obtained by calling 916-653-4899. Due dates for public comment remain unchanged from that which was noticed.

FISH AND GAME COMMISSION

Jon Snellstrom

Associate Government Program Analyst

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY FISH AND GAME COMMISSION NEGATIVE DECLARATION

FOR

PROPOSED SIMPLIFICATION AND AMENDMENTS
TO
STATEWIDE INLAND SPORT FISHING REGULATIONS
TITLE 14, CALIFORNIA CODE OF REGULATIONS

Prepared by:

California Department of Fish and Wildlife Fisheries Branch

This Report Has Been Prepared Pursuant to the California Environmental Quality Act of 1970 State of California Natural Resources Agency Fish and Game Commission

AUGUST 2020

State Clearinghouse #2020090186

INITIAL STUDY AND NEGATIVE DECLARATION FOR PROPOSED SIMPLIFICATION AND AMENDMENTS TO STATEWIDE INLAND SPORT FISHING REGULATIONS TITLE 14, CALIFORNIA CODE OF REGULATIONS

The Project

The California Fish and Game Commission (Commission) proposes to amend sections 3.00, 4.00, 5.00, 5.41, 5.85, 7.00, 7.50, and 8.10 in Title 14, California Code of Regulations (CCR) and add sections 5.84, 5.89, and 7.40 to Title 14, CCR, related to inland sport fishing regulations. The proposed changes aim to simplify and streamline sport fishing regulations for inland trout waters and align the inland trout regulations with the California Department of Fish and Wildlife's (Department) current fisheries management goals and objectives. Inland trout waters include lakes, reservoirs, rivers, streams, creeks, and other water bodies that are fishable under state regulation, and may be regulated by stretch or reach as defined by physical landmarks (e.g., the stretch of Putah Creek downstream of the Highway 113 bridge to Mace Boulevard). The proposed action is taken separately from that to address the complexity of the sport fishing regulations for those inland waters that are utilized by adult fish for migration and spawning after spending the majority of their lives in the ocean (i.e., anadromous waters).

Most of the proposed changes involve re-organizing existing regulatory requirements, and others are restrictions placed on the take of trout, including total or partial closures, reduced bag limits, size limits of various kinds, and limitations on the methods of take. The purpose of the restrictions is to eliminate or reduce the sport fish harvest, to protect populations of threatened trout, or to enhance the trophy element of the catch.

This project will:

- separate regulations for inland trout (i.e., non-anadromous waters) from those for steelhead and salmon (i.e., anadromous waters), a process that facilitates producing separate regulations booklets to help provide clarity to anglers;
- replace the District Regulations (Section 7.00) with statewide regulations separated for trout; and
- standardize and consolidate the Special Fishing Regulations (Section 7.50).

The Findings

In light of the initial study and the whole record before the Commission, there is no substantial evidence that the project may have a significant or potentially significant effect on the environment, and therefore no alternatives or mitigation measures are proposed to avoid or reduce any significant effects on the environment. There is no substantial evidence that the project may have a significant effect on aesthetics, agriculture and forestry resources, air quality, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and

planning, mineral resources, noise, population and housing, public services, recreation, transportation, tribal cultural resources, utilities and service systems, or wildfire.

Basis of the Findings

Based on the initial study, there is no substantial evidence that implementing the proposed project may have a significant or potentially significant effect on the environment. Therefore, the Commission is filing this negative declaration pursuant to the California Environmental Quality Act, Public Resources Code Section 21080, subdivision (c).

The proposed initial study and negative declaration consists of:

- Introduction Project Description and Background Information on the Proposed Amendments to Statewide Inland Sport Fishing Regulations
- Initial Study Environmental Checklist Form
- Explanation of the Response to the Initial Study Environmental Checklist Form
- Attachment A Initial Statement of Reasons

PROJECT DESCRIPTION AND BACKGROUND INFORMATION FOR PROPOSED AMENDMENTS

TO

STATEWIDE INLAND SPORT FISHING REGULATIONS TITLE 14, CALIFORNIA CODE OF REGULATIONS

Introduction

Annually, the California Department of Fish and Wildlife (Department) recommends a variety of changes to the inland sport fishing regulations to the California Fish and Game Commission (Commission). The proposed changes are considered and evaluated by the Commission at regularly scheduled meetings, typically held in August, October, and December. The Commission makes the final determination on what changes to the regulations should be adopted at the December meeting.

This year, the Commission received the Department's recommended changes to the inland sport fishing regulations at the Commission's June 24-25, 2020 meeting held via webinar and teleconference and will adopt changes at its October 14-15 meeting in Oakland. The Commission is the lead agency for the purposes of CEQA for this project. Under California Fish and Game Code Section 200, the Commission has the authority to regulate the taking or possession of fish for the purpose of sport fishing.

Project Goals and Objectives

The goal of this project is to amend inland sport fishing regulations in furtherance of the state's policy on conserving, maintaining, and utilizing California's aquatic resources as stated in California Fish and Game Code Section 1700; the section includes three objectives:

- 1. Maintain sufficient populations of all aquatic species to ensure their continued existence.
- 2. Maintain sufficient resources to support a reasonable sport use.
- 3. Manage fisheries using best available science and public input.

Background

In 2013, the Department initiated a comprehensive evaluation of inland sport fishing regulations to address concerns from anglers regarding years of complex regulations. For example, currently there are 212 inland special fishing regulation waters in Section 7.50(b), including 88 different seasons, 13 different size restrictions, 10 different gear restrictions, and 6 different bag and possession limits, for both anadromous and non-anadromous waters. Furthermore, many waters have not been monitored for regulation effectiveness, and changes in hatchery stocking and angling practices warrant an updated evaluation of the sport fishing regulations.

The Department developed a framework to simplify sport fishing regulations guided by five goals or tenets:

- 1. Maintain or increase angling opportunity;
- 2. Improve regulatory consistency across similar waters;
- 3. Align sport fishing regulations with the Department's current fisheries management goals and objectives;

- 4. Reduce complexity and confusion; and
- 5. Protect the fishery resources.

After significant review of Special Fishing Regulations in Title 14, subsection 7.50(b), it became apparent much of the complexity and associated public frustration stemmed from the diversity of different regulations established over decades that had limited alignment or consistency. The use of District Fishing Regulations in Title 14, Section 7.00 increases confusion and inconsistency by applying political boundaries in contrast to the watershed approach found within the Special Fishing Regulations. The regulations were also reviewed and updated as necessary to ensure consistency with current management objectives.

Project Location

The sport fishing regulation changes addressed by this environmental document occur throughout the inland waters of California.

Schedule

If adopted by the Commission and approved by the Office of Administrative Law, the proposed regulatory amendments described herein are expected to go into effect March 1, 2021.

Project Description

On June 25, 2020, the Department submitted to the Commission a number of proposed changes to California's inland fisheries sport fishing regulations. Section numbers refer to Title 14, California Code of Regulations (CCR). This project will amend sections 3.00, 4.00, 5.00, 5.41, 5.85, 7.00, 7.50, and 8.10 and add sections 5.84, 5.89, and 7.40.

As part of the effort to update the regulations and reduce complexity, the Department developed a suite of regulations, or "trout menu," comprised of angling seasons, bag and possession limits, size limits, and gear restrictions, to standardize the Special Fishing Regulations in Title 14, subsection 7.50(b) and uncouple the inland trout waters from the District General Regulations in Title 14, subsections 7.00(a)-(g) and from anadromous waters.

Application of the regulation trout menu attempts to standardize the Special Fishing Regulations based on fisheries management goals, which include maximizing fishing opportunity (most liberal) and protecting sensitive fishery populations (most conservative). The process for developing the menu started with identifying the statewide regulations for trout, evaluating the frequency of the most used special regulations, identifying which regulations continue to be biologically and locally relevant, and which are no longer relevant, and then consolidating the relevant regulations into the menu suite of biologically justifiable regulations that most effectively manage California's trout populations.

Trout Menu

The trout menu primarily applies to amended sections 5.85, 7.00 and 7.50, and added Section 7.40. The menu is divided into three categories of a standardized suite of management approaches reflected as regulatory elements for the 200+ inland special fishing waters in California:

- An updated Statewide Regulation;
- Seasons; and
- Bag/ Possession Limits (plus gear restrictions and size limits).

Statewide Regulations

"SL" for Lakes and Reservoirs (proposed in amended subsection 5.85(a)(1)):

Open all year, 5 trout daily bag limit, 10 trout in possession.

"SR" for Rivers and Streams (proposed in amended subsection 5.85(a)(2)):

From the last Saturday in April through November 15, 5 trout daily bag limit, 10 trout in possession; and, from November 16 through the Friday preceding the last Saturday in April, 0 trout bag limit, artificial lures with barbless hooks only and trout must be released unharmed and not removed from the water.

Seasons

Seasons are described and designated by capital letters A-J (under "Menu Option" column shown in Table 1, the amended subsection 7.50(b) table):

- A. All year = Most liberal and focused on maximizing angling opportunities.
- B. <u>Last Saturday in April through November 15</u> = Spring and summer angling season for both stocked and wild trout. Alignment with traditional trout season and Commission Policy for trout opener. Limited protections for spring and fall spawning trout.
- C. <u>November 16 through the Friday preceding the last Saturday in April</u> = For use in conjunction with a spring and summer angling season (**B**) to implement more restrictive bag limits and gear restrictions during spring and fall spawning.
- D. <u>Last Saturday in April through July 31</u> = Alignment with a "traditional" trout opener (**A**) to support local communities for seasonal economic and fiscal needs (i.e., spring and summer tourism), and public safety concerns.
- E. <u>August 1 through November 15</u> = Summer and fall angling season to allow for limited/selected harvest or closures to protect spawning runs, thermal refuges, or periods of elevated water temperatures.
- F. <u>Saturday preceding Memorial Day through September 30</u> = Summer angling season where both spring and fall spawning trout aggregations occur.
- G. <u>Saturday preceding Memorial Day through the last day in February</u> = Spring fishing closure to protect spring spawning trout.
- H. <u>September 1 through November 30</u> = Fall angling season to either protect fall spawning trout aggregations or allow angling during the fall when summer temperatures make angling impacts more significant.
- I. October 1 through the Friday preceding Memorial Day = For use in conjunction with a summer angling season (**F**) to implement more restrictive bag limits and gear restrictions during spring and fall spawning.

J. <u>Closed to fishing all year</u> = Most conservative and used to protect populations that are listed species under the state or federal Endangered Species Act or imperiled populations upon which angling could have a significant negative effect.

Bag and Possession Limits and Gear Restrictions

Bag and possession limits and gear restrictions are described and designated by numbers 1-7 (under "Menu Option" column shown in Table 1, the amended subsection 7.50(b) table):

- 1. <u>5 trout, no gear restrictions</u> = (most liberal) Robust, self-sustaining fisheries with low to moderate angling, or stocked fisheries with maximum sustainable harvest.
- 2. <u>2 trout per day, 4 trout in possession, no gear restrictions</u> = Limited daily harvest but with additional possession, set for limited effect to hatchery supplemented or productive self-sustaining fisheries to allow some harvest. Moderate concern regarding harvest with minimal threat to total population.
- 3. <u>2 trout, artificial lures</u> = Limited daily harvest without additional possession, set for limited effect to less productive self-sustaining fisheries to allow some harvest. Moderate concern regarding harvest with minimal threat to total population.
- 4. <u>2 trout with 14" total length minimum, artificial lures</u> = Limited selected harvest with protection for smaller age classes. Allows most individuals to spawn prior to entering the fishery.
- 5. <u>2 trout with 18" total length minimum, artificial lures</u> = Limited selected harvest with protection for smaller age classes in high productivity systems that can produce large trout. Allows individuals to spawn prior to trophy sized harvest.
- 6. <u>0 trout, artificial lures with barbless hooks</u> = Reduce angling impacts to listed or sensitive populations, mitigate high use areas, seasonally eliminate harvest of spawning fish, or to achieve fast action or trophy fisheries.
- 7. <u>0 trout, artificial flies with barbless hooks</u> = (most conservative) Reduce angling impacts to listed or sensitive populations, mitigate high use areas, seasonally eliminate harvest of spawning trout, achieve fast action or trophy fisheries, and/or promote/retain unique angling experiences.

Combined options for season (letter) and bag/possession limit and gear limitation (number) present as a capital letter-number code. For example, "B5" would signify a water with a season from the last Saturday in April through November 15, a bag/possession limit of 2 trout with 18" minimum size, and a gear restriction of artificial lures.

Other Codes

Two other codes in the right-hand column in Table 1, the subsection 7.50(b) table, inform anglers of how that particular water is considered, if it doesn't fall under one of the above codes.

"HSS" Refers to waters moved to the newly added Section 7.40 of Title 14 under the anadromous table for salmon and steelhead, proposed for naming as "Alphabetical List of <u>Hatchery Steelhead and Salmon Waters with Special Fishing Regulations."</u> Those waters with HSS coding are shown as strikeout in Section 7.50 because they are proposed for relocation to Section 7.40.

"Del##" Refers to a special water or regulation that is proposed for removal entirely from the Section 7.50(b) special fishing regulations table, and justification for the removal is outlined by numerical increment under the description for amendment of Section 7.50, with the proposed project and transfer of anadromous waters to a separate Section 7.40.

For those special waters without an assigned management approach from the menu listed in Appendix B, the proposed regulatory text outlining the "Menu Option" in the right-hand column indicates the assigned management approach for each water (assignment to statewide regulations for lakes/reservoirs denoted by "SL", assignment to statewide regulations for rivers and streams denoted by "SR", etc.).

Proposed Regulation Changes

As a result of the streamlining process, the number of:

- special regulation waters is reduced from 212 to 169 (anadromous and nonanadromous)
- special fishing seasons for non-anadromous waters will be reduced from 30 to 10;
- special size limits for non-anadromous waters will be reduced from 8 to 2;
- different gear restrictions for non-anadromous waters will be reduced from 10 to 7;
- different bag/ possession limits for non-anadromous waters will be reduced from 6 to 4: and
- fishing opportunities will be expanded on nearly 50 percent of the existing special regulation waters from a reduced season to year-round.

The proposed regulatory changes fall into two major categories, those that have no effect on fishing restrictions and are primarily administrative in nature, and those that affect restrictions on trout fishing including seasons, bag limits, size limits, and/or gear restrictions.

- 1. Changes with no effect to fishing restrictions and are for clarity purposes or are primarily administrative in nature. These changes include:
 - a. Section 5.00 Black Bass
 - Subsections (b)(2) for waters in Inyo County, and (b)(5) and (b)(16) for waters in Mono County. The Department is amending subsections (b)(2) and (b)(5) for waters in Inyo County to include reference to Inyo County streams and rivers in the Special Fishing Regulations in subsection 7.50(b). Subsection (b)(2) and (b)(5) amendments also clarify the closure to black bass fishing from November 16 to the Friday preceding the last Saturday in April to ensure anglers understand the open season is late April through November 15. Subsection (b)(16) similarly includes reference to Mono County streams and rivers in the Special Fishing Regulations in subsection 7.50(b), while correcting a reference for Fish Slough to the boundaries from Owens Valley Native Fishes Sanctuaries to the BLM Spring.
 - <u>Subsection 5.00(b)</u>. The resulting proposed list of special black bass waters is re-numbered by paragraph for clarity and consistency.

- <u>Subsections (b)(15) and (b)(22).</u> Two changes of non-regulatory effect include removal of (b)(15) El Capitan Reservoir, and (b)(22) Perris Lake as listed in the table, due to existing redundancy with the statewide standard because the season (all year), size (12-inch minimum), and bag limit already matches that of the statewide standard.
- The special closure language for (b)(14), Eastman Lake is being removed.
 This language was removed from the sport fishing regulations in 2017.
- Subsection (a) title, General Statewide Restrictions, is changed to read General Statewide Regulations to be more accurate and consistent with other statewide regulations sections in Title 14.
- Subsection (a)(1) is being amended to specify that the Black Bass 12-inch minimum size limit is to be measured in total length. This requirement is already specified in subsection 5.00(b). It is being added to Section 5.00(a)(1) to provide additional clarity.

b. Section 5.41. Landlocked Salmon

 Subsection (e). This subsection is amended so that the same exceptions formerly referenced in subsection 7.50(b) are specifically listed within this subsection with a daily bag limit of ten salmon, and possession limit of twenty.

c. Section 5.85 Trout

 Subsection (b). This subsection describes those exceptions to the statewide regulations, and refers readers to Section 7.50, Alphabetical List of Waters with Special Fishing Regulations for individual trout waters with special regulations that would not fall under the statewide regulation. Subsection (b) further clarifies that brook trout bag and possession limits may be in addition to the trout bag and possession limits.

d. Section 7.00. District General Regulations

- <u>Subsections (a)(1) and (b)(3)</u>. These subsections will be deleted. Waters under the North Coast District and Sierra District subsections are currently open to fishing all year, with a 5-trout daily bag limit, a 10-fish possession limit, no size limit, and no gear restriction. For simplification purposes, regulations for these waters will move/revert to subsection 5.85(a)(1), the new Statewide Regulation for lakes and reservoirs. In effect, there will be no substantive change to the existing regulations for these waters.
- <u>Subsection (b)(8)</u>, delete this subsection: This language is no longer needed under Section 7.00(b) as all Mono County waters under the District General Regulations will be subject to the two new Statewide Regulations for trout (i.e., Section 5.85(a) or Section 5.85(b)), or to Section 7.50(b), Special Fishing Regulations. This language does not need to move to Section 5.85 or Section 7.50 as waters under the new Statewide Regulations will be open to fishing year-round and similar language already exists under subsection 7.50(a)(3) of the Special Fishing Regulations.

- Subsection (b)(2), amend this subsection: Anadromous waters under this subsection for Tehama and Shasta counties are currently open to fishing from the last Saturday in April through November 15, with a 2-trout or steelhead daily bag and possession limit, and artificial lures with barbless hooks restriction. This subsection is amended for section and paragraph numbers, and to clarify the artificial lures possess hooks that are barbless.
- Edits for clarity and consistency: These edits include re-numbering of paragraphs within District Regulations in subsections 7.00(b) through (g), adjusted capitalization of certain words throughout Section 7.00, and specification of the referenced Section number to clarify interpretation from the previous 7.50 to the newly added 7.40 section.
- e. Section 8.10, Youth Fishing Derby, Susan River (Lassen County)
 - The Youth Fishing Derby on the Susan River is held every year one week before the trout season opener, which currently is the Saturday preceding the last Saturday in April. The Department is proposing to move the season opener from the last Saturday in April to the Saturday preceding Memorial Day. The Department will continue to hold the derby on the Saturday before the season opener and, therefore, it is necessary to change the youth fishing derby date from the Saturday preceding the last Saturday in April to the Saturday preceding the trout season opener in May. Added language refers to subsection 7.50(b)(149) for regulations on the Susan River.
- f. Add Section 5.89. Salmon
 - This Section will be added only to refer readers to the appropriate regulatory sections for salmon and steelhead, which are not the focus of this current rulemaking, but may be for a subsequent one (i.e., Phase II).
- g. Add Section 7.40. Alphabetical List of Hatchery Trout, Hatchery Steelhead, and Salmon Waters with Special Fishing Regulations
 - For simplification purposes, the Department is proposing to separate the trout special fishing regulation waters (inland waters) from the salmon and steelhead special fishing regulation waters (anadromous waters). The special fishing regulations for trout will remain in Section 7.50. This requires a new regulatory section be created for the hatchery trout, hatchery steelhead and salmon special fishing regulation waters (abbreviated "HSS" per the coding outlined in the trout menu). The proposed new section is Section 7.40, Alphabetical List of Hatchery Trout, Hatchery Steelhead, and Salmon Waters with Special Fishing Regulations. The existing language in subsections 7.50(a)(1)-(6) will be included in the new Section 7.40, but references to trout will be replaced with salmon and steelhead. All the special waters indicated by the coding "HSS" in the subsection 7.50(b) table are moved into the new 7.40 table. and aside from this move, are not proposed to be altered as part of this rulemaking. Approximately 185 individual waters, or reaches of waters. are proposed to be moved from subsection 7.50(b) to the new 7.40 table.

- h. Amend Section 3.00. Fishing Hours
 - The reference in subsection (a)(1)(B) Heenan Lake, (Alpine Co.) is changed to subsection 7.50(b)(56) because of renumbering in the section.
- i. Amend Section 4.00. Bait General
 - The reference in subsection (d) Hat Creek is changed to subsection
 7.50(b)(55) because of renumbering in the section.
- 2. Changes with effects to restrictions on trout fishing including seasons, bag limits, size limits, and/or gear restrictions are in Sections 5.00, 5.84, 5.85, 7.00, and 7.50, and are discussed individually in this document. There is no substantial evidence that any of the proposed changes will result in a significant effect on the environment. Specific changes to the regulations under the Project are attached to this Negative Declaration as Attachment A.
 - a. Section 5.00. Black Bass
 - Subsections (b)(3) Lassen County; (b)(4) Modoc County; (b)(7) Shasta County; (b)(9) Big Lake (Shasta County); (b)(13) Diamond Valley Lake; (b)(25) Silverwood Lake; (b)(26) Skinner Lake; and (b)(28) Trinity Lake. These waters will be removed from the bass special regulations and will revert to the statewide standard under subsection 5.00(a) of open to fishing all year, with a 12-inch minimum size limit, and a 5-fish daily bag limit. As a result, the current "no size limit" restriction on lakes and reservoirs in Lassen, Modoc, and Shasta counties and the 15-inch minimum size limit restriction on Diamond Valley, Silverwood, and Skinner lakes will revert to the standard 12-inch minimum size limit. The 2-fish bag limit on Silverwood, Skinner, and Trinity lakes will revert to the standard 5-fish bag limit.
 - Subsection (b)(29) Trout Lake. Amend the existing bass fishing season on Trout Lake to align with the proposed new trout fishing season under the Statewide Regulation "SL" as listed in subsection 7.50(b)(195.5) for Trout Lake. Under existing regulations, the fishing season for trout and bass is limited to Wednesdays and weekends from the last Saturday in April through September 30. This season was in place to restrict fishing in the Shasta Valley Wildlife Area during the waterfowl hunting season. Considering that management has shifted from focusing on trophy bass to general fishing opportunity, and because of other changes in waterfowl management through the Department's Lands Division, there is no longer a biological reason for restricting the fishing season on this lake,. The Department no longer manages Trout Lake as a trophy bass fishery and instead the lake is opened to general fishing opportunity, thus the current 22-inch minimum size limit and 1-fish bag limit is no longer necessary. Therefore, the Department is proposing to remove Trout Lake from the Special Black Bass fishing regulations. The Department's Lands division manages access to Trout Lake, including via a Lands Pass or other requirement pursuant to regulations for Wildlife Areas. This change will align the fishing seasons for bass and trout on the lake and, thus, eliminate potential law enforcement issues. With the removal of Trout

Lake from 5.00(b), the regulation for bass fishing on that lake will revert to the statewide standard under subsection 5.00(a) of open to fishing all year, with a 12-inch minimum size limit, and a 5-fish daily bag limit.

b. Section 5.84. Brook Trout.

• Currently under the North Coast and Sierra District General Regulations (subsections 7.00(a)(5) and (b)(9)) up to 10 Brook Trout less than 8 inches and 10 inches, respectively, may be harvested per day, in addition to the daily bag and possession limits for trout. This regulation will be removed from Section 7.00 under the current proposal to uncouple the trout regulations from the District General Regulations. In its place, the Department is proposing a new Statewide Regulation for Brook Trout in Section 5.84 which will allow the harvest of up to 10 Brook Trout less than 10 inches per day in all inland trout waters, year-round. Because of the remoteness of these fisheries and for simplification purposes, the Department is proposing to expand the Brook Trout bonus bag and possession limit to inland trout waters statewide. Exceptions to this Brook Trout bonus bag limit include all waters listed in Section 7.50, Trout Waters with Special Fishing Regulations, and Red Lake in Alpine County, which is managed as a trophy Brook Trout fishery.

c. Section 5.85. Trout.

- <u>Subsection (a)(1).</u> This subsection is being added to Section 5.85 to provide a new statewide regulation for slow-moving waters, or inland lakes, reservoirs, and ponds, as described in the trout menu and noted by the coding "SL." Under the new Statewide Regulation, these waters will be open to fishing all year, with a 5-trout daily bag limit, and 10-trout possession limit.
- <u>Subsection (a)(2).</u> This subsection is being added to Section 5.85 to provide a new statewide regulation for fast-moving waters, or streams, rivers, creeks, and canals, as described in the trout menu and noted by the coding "SR." Under the new Statewide Regulation, these waters will be open to fishing from the last Saturday in April through November 15, with a 5-trout daily bag limit, and a 10-trout possession limit; and, from November 16 through the Friday preceding the last Saturday in April, with a 0-trout bag limit, and artificial lures with barbless hooks only gear restriction.

d. Section 7.00. District General Regulations

To address anglers' concerns regarding the complexity of the 7.00 District General Regulations, the Department is proposing to uncouple the state's inland trout waters from the District General Regulations. Most regulations for trout waters currently under the District General Regulations will be moved to either the new subsection 5.85(a)(1), Statewide Regulation for lakes and reservoirs, or to subsection 5.85 (a)(2), Statewide Regulation for rivers, streams, creeks, and canals. Some individual trout waters will require special restrictions and reduced bag limits and, therefore, these regulations will be moved to Section 7.50, Special Fishing Regulations. The amendments will result in little or no

substantive change to the regulations for most waters currently under the District General Regulations. Clarifications are made to the opening paragraph prior to subsection 7.00(a) to ensure clarity that hatchery trout and hatchery steelhead are covered under Section 7.00.

The Department proposes to remove or amend 18 subsections:

- i. <u>Subsections (a)(4), (b)(4), and (b)(7).</u> These subsections will be deleted. Waters under the North Coast District and Sierra District subsections are currently open to fishing from the last Saturday in April through November 15, with a 5-trout daily bag limit, a 10-trout possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/revert to subsection 5.85(a)(2), the new Statewide Regulation for rivers and streams, which will extend the fishing season on these waters to year-round with catch and release fishing allowed from November 16 through the Friday preceding the last Saturday in April.
- ii. Subsection (g)(1). This subsection will be deleted. Waters under this subsection are currently open to fishing year-round, with a 10-trout daily bag and possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/revert to subsection 5.85(a)(2), Statewide Regulation for rivers and streams. This will reduce the daily bag limit from 10 trout to 5 trout from the last Saturday in April through November 15 and allow catch and release fishing only from November 16 through the Friday preceding the last Saturday in April.
- iii. Subsections (a)(5) and (b)(9). These subsections will be deleted. The current bonus bag limit for Brook Trout under the North Coast and Sierra District General Regulations will move/revert to a new Section 5.84, Statewide Regulation for Brook Trout. The new Statewide Regulation for Brook Trout will apply to all inland trout waters not listed under the Special Fishing Regulations, except for Red Lake in Alpine County which is managed for trophy-sized trout by stocking effort.
- iv. Subsection (b)(5). This subsection will be deleted. Waters under this subsection in Shasta County are currently open to fishing from the last Saturday in April through November 15, with a 2-trout daily bag and possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/revert to subsection 5.85(a)(2), the new Statewide Regulation for rivers and streams. This proposed change will increase the current daily bag limit to 5 trout and add a 10 rout possession limit. In addition, the fishing season will be extended to year-round, with catch and release fishing allowed from November 16 through the Friday preceding the last Saturday in April.
- v. <u>Subsection (b)(6).</u> This subsection will be deleted. Waters under this subsection in Lassen and Modoc counties are currently open to fishing from the Saturday preceding Memorial Day through November 15, with a 5-trout daily bag limit, a 10-trout possession limit, and no gear restriction. For simplification purposes, regulations for these waters will

- move/revert to subsection 5.85(a)(2), the new Statewide Regulation for rivers and streams. This will extend the fishing season to year-round, with catch and release fishing allowed from November 16 through the Friday preceding the last Saturday in April.
- vi. Subsections (c)(1), (d)(1), (e)(1), (f)(1), and (g)(2). These subsections will be deleted. Waters under these subsections in the North Central District, Valley District, South Central District, Southern District, and Colorado River District are currently open to fishing all year, with a 5-trout daily bag and possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/revert to subsection 5.85(a)(1), Statewide Regulation for lakes and reservoirs. As a result, the possession limit on these waters will increase from 5 trout to 10 trout.
- vii. Subsections (d)(3), (f)(3), (f)(5), and (g)(2). Delete these subsections; waters under these subsections in the Valley District, Southern District, and Colorado River District are currently open to fishing all year, with a 5-trout daily bag and possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/revert to subsection 5.85(a)(2), Statewide Regulation for rivers and streams. As a result, the possession limit will increase from 5 trout to 10 trout from the last Saturday in April through November 15. Catch and release fishing only will be allowed from November 16 through the Friday preceding the last Saturday in April.
- viii. Subsection (e)(3). Amend this subsection; waters under this subsection for Alameda, Contra Costa, and Santa Clara counties are currently open to fishing from the last Saturday in April through November 15, with a 5-trout daily bag and possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/revert to subsection 5.85(a)(2), the new Statewide Regulation for rivers and streams. This will increase the possession limit to 10 trout and extend the fishing season to year-round, with catch and release fishing allowed from November 16 through the Friday preceding the last Saturday in April.
- e. Section 7.50. Alphabetical List of Trout Waters with Special Fishing Regulations It is necessary to streamline the Special Regulations for trout waters by utilizing the trout menu to align the regulations with the Department's current fisheries management goals and objectives. The regulations proposed herein were tailored to each individual water, and include a variety of combinations of regulation elements, such as bag limits, gear restrictions, season restrictions, and size limits. Upon review of the extensive public input received during prenotice outreach efforts, Department fisheries biologists and managers, often in consultation with fishing groups or individuals, assigned waters to the trout menu based on their expertise and knowledge of specific waters in their management area.

As noted in the attached initial statement of reasons (ISOR), proposed amendments and additional comments and considerations are summarized for

Section 7.50(b), Alphabetical List of Waters with Special Fishing Regulations. The ISOR includes the biological and management rationale for proposed changes to each special water, as well as other considerations such as public input, socioeconomic considerations, traditional values, access, public safety, etc.

Statewide Analysis

Because this is a statewide regulation change affecting inland sportfishing, changes to special waters for the 7.50 table was analyzed. Five regulatory elements were examined to assess the change in environmental baseline by county. Table 1 shows increases or decreases in the number of special waters with regard to:

- 1. Season increasing in duration, including those going year round;
- 2. where catch and release opportunity will be expanded (i.e., increased possession limits);
- 3. where bag limits will be increased;
- 4. where gear restrictions will be reduced or eliminated; and
- 5. where minimum size limits will be decreased.

In many cases, the regulatory proposal to balance angler opportunity with natural resources management was balanced. For instance, if a season were lengthened, frequently this would be paired with a decrease in bag limit. Many changes from a restricted season to year-round were paired with a 0-trout bag limit. Many waters were moved, with no substantive change, to Section 7.40, Alphabetical List of Hatchery Trout, Hatchery Steelhead, and Salmon Waters with Special Fishing Regulations. Others were removed from Section 7.50 because they would be covered under the proposed Statewide Regulation for lakes and reservoirs (SL), or rivers and streams (SR). Changes to the individual streams, rivers, creeks, or waterbodies outlined in the proposed revisions to Section 7.50 are summarized by county in Table 1.

Several waters were moved from the previous District regulations (Section 7.00) to having a specific season, bag or possession limit, or gear restriction for the special waters listed in Section 7.50 because they would not otherwise fit into the new statewide regulation for lakes and reservoirs, and streams and rivers under amended Section 5.85. To preserve the same season, bag/possession limit, and/or gear restriction listed in Section 7.00, those waters had to be moved to the Special Waters Section 7.50 table. Those waters identified as "new" in Table 1 are further detailed in Table 2 with respect to specific changes in moving from the District regulations to the Special Regulations in Section 7.50.

Table 1. Summary of Changes by County for Special Waters (Section 7.50 table) With Proposed Sportfish Simplification*

County	# of Waters¹ Changing/ Total (+ New)	Notes on New	Increase in Season	Net Change in Angler Day Opportunity (New-Old)*	Increased Possession Limit	Increased Bag Limit	Gear Restrictions Decrease	Minimum Size Decrease	HSS	SL//SR	Del
Alameda	3/5 (+1)	A6		-74					1		
Alpine	6 /12 (+1)	A6	5	165		1	3				
Amador	2/2		1	0					1	1//	
Butte	12 /12		1	77					12		
Calaveras	3 /4			0					3		
Colusa	5 /5		1	159					3		
Contra Costa	7 /7			0					7		
Del Norte	5 /6			0					5		
El Dorado	5/ 5		3	40			1			1//	
Fresno	8 /14 (+2)	A1	4	469	2	2			2	//1	
Glenn	5/ 5		1	0					4		1
Humboldt	22 /23		1	77					17	1//1	
Inyo	14 /14 (+1)	B1	7	272		3	3			2//2	3
Kern	3 /3 (+2)	A1	2	159	2	1	2				
Lake	6/ 6		1	88					1		1
Lassen	7/ 11		4	575	1	3	3				2

County	# of Waters ¹ Changing/ Total (+ New)	Notes on New	Increase in Season	Net Change in Angler Day Opportunity (New-Old)*	Increased Possession Limit	Increased Bag Limit	Gear Restrictions Decrease	Minimum Size Decrease	HSS	SL//SR	Del
Los Angeles	2/7			0					2		
Madera	5/ 5		2	45	1				2	//1	
Marin	8/8			-148			1	1	4		
Mariposa	3 /3			0					0	//3	
Mendocino	20 /20		1	77				1	18	1//	
Merced	7 /7			0					4	//3	1
Modoc	14 /14 (+4)	G6	10	501	3	4	2		0	//1	4
Mono	55 / 66 (+17)	B1, F1	39	3448	19	26	25	3	0	1//5	5
Monterey	19 / 20		1	-175					14	1//1	
Napa	4 /4			0					2		
Nevada	15 /18		6	721			1	4	4	1//	2
Orange	4 /4										
Placer			1								
Plumas	9/ 12		3	137	1			1		1//1	
Riverside	2 /2			0							
Sacramento	7 /7		2	0	1	1	1				
San Benito	2 /2			0							

County	# of Waters¹ Changing/ Total (+ New)	Notes on New	Increase in Season	Net Change in Angler Day Opportunity (New-Old)*	Increased Possession Limit	Increased Bag Limit	Gear Restrictions Decrease	Minimum Size Decrease	HSS	SL//SR	Del
San Bernardino	3 /3 (+3)	A1	3	0	3	3	4			//1	
San Diego	3 /4 (+4)	A3	5	365	5	5	5		3		
San Joaquin	8 /8			0							
San Luis Obispo	14 /14			0					11	1//1	1
San Mateo	12/ 12			-296					8	//1	
Santa Barbara	3 /3			0	1				2		
Santa Clara	14 /14 (+2)	A6	3	0	3	3	3		12		
Santa Cruz	6 /6			0					6		
Shasta	28 /32		9	752	1	1	4		3	1//2	6
Sierra	5 /6		2	636			1	1			
Siskiyou	16/ 19		1	399	3	1	1		3	2//1	8
Solano	1/3			0					1		
Sonoma	12/ 13			-148	2				10		
Stanislaus	4/ 5			0					4		
Sutter	12/ 12			0					12		
Tehama	13/ 13			0					13		

County	# of Waters ¹ Changing/ Total (+ New)	Notes on New	Increase in Season	Net Change in Angler Day Opportunity (New-Old)*	Increased Possession Limit	Increased Bag Limit	Gear Restrictions Decrease	Minimum Size Decrease	HSS	SL//SR	Del
Trinity	19/ 19		6	239			3	3	8	1//2	1
Tulare	6/7	1	1	318	2	1	3	1		//2	1
Tuolumne	6/7		4	153	2	1	2		2		
Ventura	2/6			0						//2	
Yolo	1/ 1			0					1		
Yuba	12/ 13		1	318			1		9		

Caveats:

Increase in Season: Increase in season ONLY considered if there is an increase in angler days, and not going from a full-year split season.

Net changes in days available for angling is based on the net change in days per county from changes in proposed regs. If a water or two different segments of a water show the same change in season (e.g., B1 to F1), this change is Last Saturday in April through November 15 (206 days) - Saturday preceding Memorial Day through September 30 (~132 days) = Net of -74 days. Net changes do not include new angler days available with new waters or segments of waters moving from District Regulations (7.00) to the Special Regulations (7.50) (See Table 2 for examination of new waters).

"HSS" Refers to waters moved to the newly added Section 7.40 of Title 14 under the anadromous table for salmon and steelhead, proposed for naming as "Alphabetical List of <u>Hatchery Steelhead</u> and <u>Salmon Waters with Special Fishing Regulations."</u>

"Del##" Refers to a special water or regulation that is proposed for removal entirely from the Section 7.50(b) special regulations table, and justification for the removal is outlined by numerical increment below under the description for amendment of Section 7.50.

"SL" for Lakes and Reservoirs (proposed in amended subsection 5.85(a)(1))

"SR" for Rivers and Streams (proposed in amended subsection 5.85(a)(2))

¹This table includes waters, or reaches of waters (denoted by subsection 7.50(b)(91)(A), (B), (C) (D), etc.) Kings, Imperial Counties have no special waters.

Table 2. Summary of Changes for New Waters by County.

County	7.50(b) subsection Water(s)	District (7.00)	7.00 District Season, Bag/ Possession	7.50 New Reg Season, Bag/ Possession
Alameda	7.50(b)(2)(C) San Antonio,	South	Last Sat. AprNov.	All Year, 0 trout,
	Calaveras Reservoirs	Central	15; 5 trout	ALBH
Alpine/ El	7.50(b)(24) Caples Creek	Sierra	Last Sat. AprNov.	All Year, 0 trout,
Dorado			15; 5/ 10 trout	AFBH
Fresno	7.50(b)(70)(E)1., (70)(G) Kings River	Valley	All Year, 5 trout	same
Inyo	7.50(b)(124) Sabrina Lake	Sierra	Last Sat. AprNov. 15; 5/ 10 trout	last Sat. AprNov. 15; 5 trout
Kern	7.50(b)(65) Isabella Lake; 7.50(b)(69)(C) Kern River	Valley	All Year, 5 trout	same
Modoc	7.50(b)(43) Dismal Creek; (52) Goose Lake & tribs; (109) Pit River; (156) Twelvemile Creek	Sierra	Sat. before Memorial Day - Nov. 15; 5/ 10 trout	last day Feb., 0 trout, ALBH; 2 or 5 trout
Mono	7.50(b)(16) Bridgeport Reservoir & tribs; (30) Convict Lake; (50) George Lake; (53) Grant Lake; (54) Gull Lake; (60) Horseshoe; (67) June Lake; (82) Lundy Lake; (85) Mamie Lake, (89) Mary Lake; (121) Rock Creek; (123)(B) Rush Creek*, (137) Silver Lake; (144) South Lake; (157) Twin Lakes Mammoth; (158) Twin Lakes Bridgeport (161) Virginia Lakes.	Sierra	Last Sat. AprNov. 15; 5/ 10 trout	last Sat. AprNov. 15; 5 trout *Sat. before Memorial Day – Sept. 30; 5 trout (1)
San Bernardino	7.50(b)(83) Lytle Creek; (96) Miller Canyon; (130) Santa Ana	Southern	All Year, 5 trout	same
San Diego	7.50(b)(15) Boulder Creek; (72) Kitchen Creek; (107) Pine Valley Creek; (129) San Luis Rey River	Southern	All Year, 5 trout	All year, AL, 2 trout
Santa Clara	7.50(b)(81) Los Gatos Creek; (147) Stevens Creek	South Central	Last Sat. AprNov. 15; 5 trout	All year, ALBH, 0 trout

AL= artificial lures; ALBH = artificial lures w/ barbless hooks; AFBH = artificial flies w/ barbless hooks

INITIAL STUDY ENVIRONMENTAL CHECKLIST FORM

1. Project Title:

Proposed Simplification and Amendments to Statewide Inland Sport Fishing Regulations, Title 14, California Code of Regulations

 Lead Agency Name and Address: California Fish and Game Commission P.O. Box 944209

Sacramento, CA 94244-2090

3. Contact Person and Phone Number: Melissa Miller-Henson, (916) 653-4899

4. Project Location:

Inland trout and bass waters of California.

 Project Sponsor's Name and Address: California Department of Fish and Wildlife Fisheries Branch P.O. Box 944209 Sacramento, CA 94244-2090

6. General Plan designation:

N/A (statewide)

7. Zoning:

N/A (statewide)

8. Description of Project:

The California Fish and Game Commission proposes to amend sport fishing regulations for inland trout and bass waters including seasons, daily bag and possession limits, size limits, gear restrictions, and water area boundaries, to maintain consistency with the mission of managing California's diverse fisheries resources for their ecological value and their use and enjoyment by the public.

9. Surrounding land uses and setting:

N/A

10. Other Public Agencies Whose Approval Is Required:

None.

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.31? The Department and Commission, consistent with the Department's Tribal Communication and Consultation Policy and the Commission's Tribal Consultation Policy, sent a letter inviting the tribes listed with the Native American Heritage Commission to consult or provide comments concerning the project. No reply was received.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

least			•	•	ected by this project, involving at ted by the checklist on the
	Aesthetics Biological Resources Geology/Soils		Agriculture and Forestry Cultural Resources Greenhouse Gas	' 	Air Quality Energy Hazards and
	Hydrology/Water Quality Noise Recreation		Emissions Land Use/Planning Population/Housing Transportation		Hazardous Materials Mineral Resources Public Services Tribal Cultural
	Utilities/Service Systems		Wildfire		Resources Mandatory Findings of Significance
	project will not have a "Po above.	tenti	ally Significant Impact" o	n any	of the environmental factors
DETE	ERMINATION				
On th	ne basis of this initial evalu	ıatioı	n:		
⊠ envir	I find that the proposed onment, and a NEGATIVE		ect COULD NOT have a s CLARATION will be prep	_	
have		a sign to by		e beca	ause revisions in the project
☐ an El	I find that the proposed NVIRONMENTAL IMPAC	•	-	nt effe	ct on the environment, and
adeq been attacl	icant unless mitigated" im	pact ier d neas MEN	on the environment, but ocument pursuant to appures based on the earlied IMPACT REPORT	at lea licabl er ana	e legal standards, and 2) has lysis as described on
an ea been includ	•	ntially ECL suant	y significant effects (a) ha ARATION pursuant to ap to that earlier EIR or NE	ave be oplical GATI	een analyzed adequately in ble standards, and (b) have VE DECLARATION,
(cuSigned by:			9/9/	/2020
	tissa a. Miller-Henson P ssa¤Mill er-Henson, Exec	utiv	e Director	[Date

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED AND EXPLANATION OF RESPONSES TO INITIAL STUDY ENVIRONMENTAL CHECKLIST

I. AESTHETICS.

Except as provided in Public Resources Code Section 21099, would the project:

	I.	II.	III.	IV.
a) Have a substantial adverse effect on a scenic vista				
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway				
c) Substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality.				
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				\boxtimes

Significance Codes:

- I. Potentially Significant Impact
- II. Less than Significant Impact with Mitigation Incorporated
- III. Less than Significant Impact
- IV. No Impact

AESTHETICS – Explanation for Significance

- a) The project will not have an adverse effect on a scenic vista. Such an impact will not occur because the project will not involve any construction, land alteration, or modification of any buildings or structures.
- b) The project will not damage scenic resources such as trees, rock outcroppings, and historic buildings. Such an impact will not occur because the project will not involve any construction, land alteration, or modification of any buildings or structures.
- c) The project will not substantially degrade the existing visual character or quality of public views of the site and its surroundings. Such an impact will not occur because the project will not involve any construction, land alteration, or modification of any buildings or structures.
- d) The project will not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

II. AGRICULTURE AND FORESTRY RESOURCES.

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and the forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

	l.	II.	III.	IV.
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				\boxtimes
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				
d) Result in the loss of forest land or conversion of forest land to non-forest use?				\boxtimes
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				

Significance Codes:

- I. Potentially Significant Impact
- II. Less than Significant Impact with Mitigation Incorporated
- III. Less than Significant Impact
- IV. No Impact

AGRICULTURE AND FORESTRY RESOURCES – Explanation for Significance

a) The project will not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program (FMMP) of the California Resources Agency, to nonagricultural use. Such an impact will not occur because the project will not involve any construction, land alteration, or land use changes.

- b) The project will not conflict with existing zoning for agricultural use or a Williamson Act contract. Such an impact will not occur because the project will not involve any construction, land alteration, or land use changes.
- c) The project will not conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timber zoned Timberland Production. Such an impact will not occur because the project will not involve any construction, land alteration, or land use changes.
- d) There will be no loss of forest land and the project will not result in the conversion of forest land to non-forest use. Such an impact will not occur because the project will not involve any construction, land alteration, or land use changes.
- e) The project will not involve other changes in the existing environment, which due to their location or nature, could result in conversion of Farmland to non-agricultural use. Such an impact will not occur because the project will not involve any construction, land alteration, or land use changes.

III. AIR QUALITY.

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:

	I.	II.	III.	IV.
a) Conflict with or obstruct implementation of the applicable air quality plan?				
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?				
c) Expose sensitive receptors to substantial pollutant concentrations?				
d) Result in any other emissions such as those leading to odors affecting a substantial number of people?				

Significance Codes:

- I. Potentially Significant Impact
- II. Less than Significant Impact with Mitigation Incorporated
- III. Less than Significant Impact
- IV. No Impact

AIR QUALITY – Explanation for Significance

a) The project will not conflict with or obstruct implementation of the applicable air quality plan. Such an impact will not occur because the project will not create any features that would be a source of air pollution.

- b) The project will not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable Federal or State ambient air quality standard. Such an impact will not occur because the project involves no ongoing sources of air pollution.
- c) The project will not expose sensitive receptors to substantial pollutant concentrations. There may be a small increase in air pollutant emissions due to a small increase in angler trips, but the impacts on air quality will be less than significant because the number of angler trips is expected to be much lower in the winter months due to inclement weather and less trout activity during this time.
- d) The project will not create objectionable odors affecting a substantial number of people.

IV. BIOLOGICAL RESOURCES.

Would the project:

	l.	II.	III.	IV.
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				

Significance Codes:

- I. Potentially Significant Impact
- II. Less than Significant Impact with Mitigation Incorporated
- III. Less than Significant Impact
- IV. No Impact

BIOLOGICAL RESOURCES – Explanation for Significance

a) The project will not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife (Department), National Marine Fisheries Service (NMFS) or U.S. Fish and Wildlife Service (USFWS).

This project will amend sport fishing regulations for trout in inland waters of California to simplify and streamline the inland trout regulations and align the regulations with the Department's current fisheries management goals and objectives. The project includes changes to trout fishing seasons, bag and possession limits, gear restrictions, and size limits. Species of trout subject to sport fishing regulations in California include California Golden Trout, Rainbow Trout, Brown Trout, Brook Trout, Lahontan Cutthroat Trout, Eagle Lake Rainbow Trout, Kern River Rainbow Trout, Goose Lake Redband Trout, McCloud River Redband Trout, Paiute Cutthroat Trout, Little Kern Golden Trout, and Warner Lakes Redband Trout.

Three of these species of trout are classified as threatened or endangered by the federal or state government. These include the Little Kern Golden Trout of the Little Kern River drainage (Tulare County); Lahontan Cutthroat Trout which inhabit several lakes and streams in the central Sierra Nevada; and the Paiute Cutthroat Trout which occupy the Silver King Creek drainage (Alpine County), North Fork of Cottonwood Creek (Mono County), Sharktooth Creek (Fresno County), and Stairway Creek (Madera County). All three of these species are listed as threatened under the federal Endangered Species Act. Below is a description of the potential effects of the project on these species.

Little Kern Golden Trout

The Little Kern Golden Trout has regulatory protection which currently consists of a reduced fishing season, five-trout daily bag and possession limit, and gear restricted to artificial lures with barbless hooks. The project proposes to amend the fishing regulations in the Golden Trout Wilderness Area to allow fishing all year and reduce the daily bag limit to two trout. In addition, because take is allowed, the requirement for barbless hooks will be removed. While this proposed regulation change will increase fishing opportunity on Little Kern Golden Trout, the reduced daily bag limit will protect small and vulnerable populations of native Golden Trout and keep populations at self-sustaining levels. In addition, the Little Kern Golden Trout is located in the Golden Trout Wilderness Area, where angling pressure is light. As a result, the proposed regulation changes will have a less than significant effect on this species.

Paiute Cutthroat Trout

The Paiute Cutthroat Trout is protected by closures of the following waters: North Fork Cottonwood Creek and tributaries (Mono County), Coyote Valley Creek and tributaries (Alpine County), Corral Valley Creek and tributaries (Alpine County), and Silver King Creek and tributaries (Alpine County). The project is not proposing to change the current fishing regulations for these waters. Therefore, the project will have no effect on Paiute Cutthroat Trout.

Lahontan Cutthroat Trout

A broodstock of Lahontan Cutthroat Trout (LCT) is maintained in Heenan Lake (Alpine County) that provides fish for planting in California waters. Progeny from this broodstock are stocked in several Lahontan drainage lakes and streams. Several waters are currently closed to fishing to protect LCT. These include By-Day Creek and tributaries (Mono County), Macklin Creek (Nevada County), Martis Lake tributaries (Nevada and Placer counties), East Fork Carson River above Carson Falls and tributaries (Alpine County), Murray Canyon Creek (Alpine County), Pole Creek and tributaries (Placer County), Meiss Lake (Alpine County), and Mill Creek and tributaries (Mono County). In addition to these closures, LCT has regulatory protection on Heenan Lake (its tributary is closed to fishing), Independence Lake (its tributaries are closed to fishing), West Fork of Portuguese Creek, Slinkard Creek, Upper Truckee River, Convict Creek, Hilton Creek, McGee Creek, Kirman Lake, Owens River, Robinson Creek, Rush Creek, Wolf Creek, and Whiskey Creek. This project proposes to amend the fishing regulations for several of the waters listed above. Below is a discussion of the potential effects to LCT.

- 1) Upper Truckee River. The project proposes to amend the regulations on the Upper Truckee River in Alpine County. For simplification purposes, the project proposes to change the fishing season on the upper Truckee River from July 1 through September 30 to the Saturday preceding Memorial Day through September 30. The current zero trout bag limit and artificial lures with barbless hooks gear restriction will remain in place. This proposed regulation change will provide one additional month of angling opportunity and will have no significant effect on LCT.
- 2) Meiss Lake. Meiss Lake is currently closed to fishing. Meiss Lake is on a tributary to the Upper Truckee River that allows catch and release fishing. The project proposes to open the lake to catch and release fishing to conform with the current regulations on the Upper Truckee River and its tributaries. Meiss Lake is shallow with subsurface vegetation, creating a difficult fishery. In addition, the Department's data show there are very few, if any, LCT in Meiss Lake. The proposed regulation change will have a less than significant effect on LCT.
- 3) Slinkard Ceek. Slinkard Creek is currently open to fishing from August 1 through November 15, with a zero trout bag limit, and gear restricted to artificial flies with barbless hooks. The project proposes to open Slinkard Creek to fishing all year with no change to the bag limit or gear restriction. This regulation change will provide anglers additional opportunity for LCT catch and release fishing. The current restrictions on harvest and gear provide protection for LCT. Slinkard Creek has a robust population of LCT and can sustain catch and release fishing year-round. In addition, Slinkard Creek is

- hard to access for some anglers, so fishing pressure on this water is light. The proposed regulation change will have a less than significant effect on LCT.
- 4) Martis Lake tributaries. Martis Lake tributaries are currently closed to fishing. The project proposes to open these tributaries to fishing all year, with a zero trout bag limit, and gear restricted to artificial lures with barbless hooks. This will provide opportunity for catch and release fishing on LCT, and protection of LCT by utilizing harvest and gear restrictions. The proposed regulation is anticipated to provide sufficient protection of LCT as these waters have a large enough population of LCT to withstand catch and release fishing year-round. This regulation change will have a less than significant effect on LCT.
- 5) <u>Upper Owens River.</u> On the Upper Owens River from Benton Bridge road crossing upstream to Big Springs, the project proposes to reduce the daily bag limit from two trout to zero trout from the last Saturday in April through November 15. This regulation change will have beneficial effects to LCT. From Benton Bridge road crossing downstream to the Upper Owens River fishing monument, the project proposes to reduce the daily bag limit from 5 trout to 2 trout in August and September. The proposed regulation change will have a less than significant effect on LCT.
- 6) Mill Creek and tributaries. The project proposes to amend the current fishing regulation on Mill Creek and tributaries in Mono County from closed to fishing to open to fishing all year, with a zero fish bag limit, and gear restricted to artificial lures with barbless hooks. The proposed regulation is anticipated to provide sufficient protection of LCT as these waters are normally inaccessible from December through May and have a large enough population of LCT to withstand catch and release fishing. This proposed regulation change will have a less than significant effect on LCT.
- 7) Heenan Lake. Heenan Lake is open to fishing on Fridays, Saturdays, and Sundays from the Friday before Labor Day through the last Sunday in October. The project proposes to change the fishing season to September 1 through November 30. The zero trout bag limit and gear restriction will not change. This regulation change will provide additional fishing opportunity on the lake. Recent surveys suggest that the LCT population in Heenan Lake is large and approximately 3,000 LCT are planted back in the lake each year after being spawned in the hatchery. Therefore, the proposed regulation change on Heenan Lake will have a less than significant effect on LCT.
- 8) Portuguese Creek. The project proposes to change the fishing season on Portuguese Creek from the last Saturday in April through November 15 to the Saturday preceding Memorial Day through the last day in February. The zero trout bag limit and gear restriction will not change. This proposed change will provide additional opportunity for LCT catch and release fishing in the winter and protection for adult spawners in the spring. The proposed regulation is anticipated to provide sufficient protection of LCT as this water has a large enough population of LCT to withstand catch and release fishing during winter. This proposed regulation change will have a less than significant effect on LCT.
- 9) <u>Independence Lake</u>. The project proposes to amend the fishing regulations on Independence Lake from a five-trout daily bag/10 trout possession limit to a zero trout

bag limit. This regulation change will have a beneficial effect on Lahontan Cutthroat Trout.

- 10) Other LCT Waters. The project proposes to shorten the fishing season on Convict Creek, Hilton Creek, McGee creek, Robinson Creek, Rush Creek, and Whiskey Creek. The proposed regulation changes on these waters will have beneficial effects on LCT.
- b) The project will not have a substantial adverse effect on any riparian habitat or other sensitive natural communities identified in local or regional plans, policies, and regulations, or by the California Department of Fish and Wildlife (Department) or the USFWS because no development of facilities or infrastructure in or near state waters is proposed, and angler use is not anticipated to substantially increase on trout waters where sport fishing regulations will be liberalized. The reasons for this conclusion are discussed below.

Changes to District and Special Trout Fishing Regulations

The project proposes to liberalize sport fishing regulations on many inland trout waters currently regulated under the District General Regulations, Title 14, Section 7.00, and under the Special Fishing Regulations, Title 14, Section 7.50. This includes extending the fishing seasons on many streams currently regulated under the District General Regulations and on approximately 50 streams and 20 lakes regulated under the Special Fishing Regulations. Most of these waters close to fishing on November 15 to protect fall and spring spawning trout. To provide an opportunity for fishing in the winter, the project proposes to extend the fishing seasons on these waters through February or April, with only catch and release fishing allowed on most waters to protect spawning fish. In addition, the project proposes to open five special regulation waters that are currently closed to fishing. All of these waters are expected to receive some level of angler use during the proposed new or extended fishing seasons. However, angler use during these times is expected to be low because: (1) most of the waters are located in sparsely populated areas of the state, (2) many waters are in remote areas, some of which are not easily accessible, if at all, in the winter, and (3) trout anglers are less likely to fish during the winter because cold weather and marginal water temperatures make catching trout difficult.

Changes to Bass Fishing Regulations

The project proposes to amend the bass regulations on lakes and reservoirs in Lassen, Modoc, and Shasta counties, and on Diamond Valley, Silverwood, Skinner, Trinity, and Trout lakes. These waters will be removed from the bass special regulations and will revert to the statewide standard under subsection 5.00(a) of open to fishing all year, with a 12-inch minimum size limit, and a five-fish daily bag limit. The proposed regulation changes are not expected to increase angling pressure on these waters.

Changes to Brook Trout Fishing Regulations

The project proposes to add a new Statewide Regulation for Brook Trout which will allow the harvest of up to 10 Brook Trout less than 10 inches per day in all inland trout waters, year-round. This will expand the current Brook Trout bonus bag limit from waters under the North Coast and Sierra District General Regulations to all inland trout waters under the new Statewide Regulations. Although most Brook Trout fisheries occur in the North Coast and

Sierra districts, these wilderness fisheries also occur in other areas of the state, but are hard to access for most anglers. Because of the remoteness of the Brook Trout fisheries, the proposed regulation change is not expected to increase angling pressure on these waters.

- c) The project will not have a substantial adverse effect on state or federally protected wetlands defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means because the Project does not involve any on-the-ground physical changes that would affect wetlands, and because angler use in not anticipated to substantially increase on waters where longer fishing seasons and increased bag limits are proposed.
- d) The project will not substantially interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites because the Project does not involve any on-the-ground physical changes, and because angler use in not anticipated to substantially increase on waters where longer fishing seasons and increased bag limits are proposed.
- e) The project will not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. Such an impact will not occur because the project does not involve any on-the-ground physical changes.
- f) The project will not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan. Such an impact will not occur because it does not propose to develop any lands identified for conservation.

V. CULTURAL RESOURCES.

Would the project:

	I.	II.	III.	IV.
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?				
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?				
c) Disturb any human remains, including those interred outside of formal cemeteries?				

Significance Codes:

- I. Potentially Significant Impact
- II. Less than Significant Impact with Mitigation Incorporated
- III. Less than Significant Impact
- IV. No Impact

CULTURAL RESOURCES – Explanation for Significance

- a) The project will not cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5. There is no ground disturbing work or work permanently modifying any existing structure or resource and thus no potential to affect historical resources.
- b) The project will not cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5. There is no ground disturbing work and thus no potential to affect archaeological resources.
- c) The project will not disturb any human remains, including those interred outside of formal cemeteries. There is no ground disturbing work and thus no potential to affect human remains.

VI. ENERGY.

Would the project:

	I.	II.	III.	IV.
 a) Result in potentially significant environmental impact due to wasteful inefficient, or unnecessary consumption of energy resources, during project construction or operations? 				
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?				

Significance Codes:

- I. Potentially Significant Impact
- II. Less than Significant Impact with Mitigation Incorporated
- III. Less than Significant Impact
- IV. No Impact

ENERGY – Explanation for Significance

- a) The project would not result in a potentially significant environmental impact due to wasteful inefficient, or unnecessary consumption of energy resources, during project construction or operations. Such an impact will not occur because the project will not use energy resources.
- b) The project will not affect nor obstruct any state or local plan for renewable energy or energy efficiency.

VII. GEOLOGY AND SOILS.

Would the project:

	l.	II.	III.	IV.
a) Directly or indirectly cause potential				\boxtimes
substantial adverse effects, including the risk of				
loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as				
delineated on the most recent Alquist-Priolo				
Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other				
substantial evidence of a known fault? Refer to				
Division of Mines and Geology Special				
Publication 42?				
ii) Strong seismic ground shaking?				\square
iii) Seismic-related ground failure, including				
liquefaction?				
iv) Landslides?				
b) Result in substantial soil erosion or the loss of				
topsoil?				
c) Be located on a geologic unit or soil that is				\boxtimes
unstable, or that would become unstable as a				
result of the project, and potentially result in on-				
or off-site landslide, lateral spreading,				
subsidence, liquefaction or collapse?				
d) Be located on expansive soil, as defined in				
Table 18-1-B of the Uniform Building Code				
(1994), creating substantial direct or indirect risks				
to life or property?				
e) Have soils incapable of adequately supporting				
the use of septic tanks or alternative waste water				
disposal systems where sewers are not available				
for the disposal of waste water?				
f) Directly or indirectly destroy a unique				\boxtimes
paleontological resource or site or unique geologic feature?				
deologic leature?				

Significance Codes:

- I. Potentially Significant Impact
- II. Less than Significant Impact with Mitigation Incorporated
- III. Less than Significant Impact
- IV. No Impact

GEOLOGY AND SOILS – Explanation for Significance

a i) The project will not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area, or based on other substantial evidence of a known fault. Such an impact will not occur because the project will not create any structures for human habitation.

- a ii) The project will not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking. Such an impact will not occur because the project will not create any structures for human habitation.
- a iii) The project will not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction. Such an impact will not occur because the project will not create any structures for human habitation.
- a iv) The project will not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving landslides. Such an impact will not occur because the project will not create any structures for human habitation.
- b) The project will not result in substantial soil erosion or the loss of topsoil. Such an impact will not occur because the project will not involve any construction, earth moving, or ground clearing activities.
- c) The project will not be located on a geologic unit or soil that is unstable, or that would become unstable and potentially result in on- or off- site landslides, lateral spreading, subsidence, liquefaction, or collapse. Such an impact will not occur because the project will not involve and construction, earth moving, ground clearing, or well drilling.
- d) The project will not be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property. Such an impact will not occur because the project does not create any structures for human habitation.
- e) The project will not create any sources of waste water requiring a septic system.

VIII. GREENHOUSE GAS EMISSIONS.

Would the project:

	l.	II.	III.	IV.
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?				
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				

Significance Codes:

- I. Potentially Significant Impact
- II. Less than Significant Impact with Mitigation Incorporated
- III. Less than Significant Impact
- IV. No Impact

GREENHOUSE GAS EMISSIONS – Explanation for Significance

a) The project will not generate greenhouse gas emissions, either directly or indirectly, that

may have a significant impact on the environment. The project will not involve construction, land alteration, or land use changes.

Changes to District and Special Trout Fishing Regulations

The project proposes to provide additional fishing opportunities on many waters currently regulated under the District General Regulations, Title 14, Section 7.00, and under the Special Fishing Regulations, Title 14, Section 7.50. These additional fishing opportunities include longer fishing seasons. Many waters will open to year-round fishing to provide fishing opportunity in the winter. As a result, the project could result in additional angler trips to many trout waters throughout the state during the extended fishing seasons on these waters. Vehicles that use fuel will be used to access these waters and their internal combustion engines will produce some greenhouse gas (GHG) emissions. However, the number of additional fishing trips to these waters is anticipated to be low because angler effort is much lower in the winter months than in the summer months due to inclement weather conditions and because trout are less active in the winter, which makes catching trout difficult. Therefore, the small amount of GHG emissions resulting from the project would represent a very small increase over emissions occurring under existing regulations and, thus, would not have a significant impact on the environment.

Changes to Bass Fishing Regulations

The project proposes to amend the bass regulations on lakes and reservoirs in Lassen, Modoc, and Shasta counties, and on Diamond Valley, Silverwood, Skinner, Trinity, and Trout lakes. These waters will be removed from the bass special regulations and will revert to the statewide standard of open to fishing all year, with a 12-inch minimum size limit, and a five-fish daily bag limit. The proposed regulation changes are not expected to result in an increase in the number of fishing trips to these waters.

Changes to Brook Trout Fishing Regulations

The project proposes to add a new Statewide Regulation for Brook Trout which will allow the harvest of up to 10 Brook Trout less than 10 inches per day in all inland trout waters, year-round. This will expand the current Brook Trout bonus bag limit from waters under the North Coast and Sierra District General Regulations to all inland trout waters under the new Statewide Regulations. Although most Brook Trout fisheries occur in the North Coast and Sierra districts, these wilderness fisheries also occur in other areas of the state, but are hard to access for most anglers. Because of the remoteness of the Brook Trout fisheries, the proposed regulation change is not expected to result in an increase in the number of fishing trips to these waters.

b) The project will not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHG. The project would result in the production of very low GHG emissions.

IX. HAZARDS AND HAZARDOUS MATERIALS.

Would the project:

	I.	II.	III.	IV.
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?				

Significance Codes:

- I. Potentially Significant Impact
- II. Less than Significant Impact with Mitigation Incorporated
- III. Less than Significant Impact
- IV. No Impact

HAZARDS AND HAZARDOUS MATERIALS – Explanation for Significance

- a) The project will not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. The project will not involve the transport, use, or disposal of hazardous materials.
- b) The project will not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. The project will not involve the transport, use, or disposal of hazardous materials.

- c) The project will not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. The project will not involve the transport, use, or emission of any hazardous materials.
- d) The project will not be located on any site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.
- e) The project will not be located within an airport land use plan area.
- f) The project will not impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan. The project will not involve any construction, land alteration, or land use changes.
- g) The project will not expose people or structures to a significant risk of loss, injury, or death involving wild land fires. The project will not involve any construction, land alteration, or land use changes.

X. HYDROLOGY AND WATER QUALITY.

Would the project:

	I.	II.	III.	IV.
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?				
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?				
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) result in substantial erosion or siltation on- or off-site?				\boxtimes
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;				
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage system or provide substantial additional sources of pollution runoff; or				
iv) impeded or redirect flood flows?				
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				

	l.	II.	III.	IV.
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?				

Significance Codes:

- I. Potentially Significant Impact
- II. Less than Significant Impact with Mitigation Incorporated
- III. Less than Significant Impact
- IV. No Impact

HYDROLOGY AND WATER QUALITY – Explanation for Significance

- a) The project will not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality. The project will not involve any construction, land alteration, water use, or water discharge.
- b) The project will not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin. The project will not involve any construction, land alteration, or groundwater use.
- c i) The project will not substantially alter the existing drainage pattern of the site or area including through the alteration of the course of a stream or river or through the addition of impervious surfaces in a manner which would result in substantial erosion or siltation on- or off-site because the project will not involve any construction or land alteration.
- c ii) The project will not substantially alter the existing drainage pattern of the site or area including through the alteration of the course of a stream or river or through the addition of impervious surfaces in a manner which would result in flooding on- or off-site because the project will not involve any construction or land alteration.
- c iii) The project will not create or contribute runoff water that would exceed the capacity of existing or planned storm-water drainage systems, or provide substantial additional sources of polluted runoff because the project will not involve any construction or land alteration.
- d) In flood hazard, tsunami, or seiche zones, the project would not risk release of pollutants due to project inundation because the project would not involve any construction or land alteration.
- e) The project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. The project will not involve any construction, land alteration, or groundwater use.

XI. LAND USE AND PLANNING.

Would the project:

	I.	II.	III.	IV.
a) Physically divide an established community?				

	l.	II.	III.	IV.
b) Cause a significant environmental impact due to a conflict any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				

Significance Codes:

- I. Potentially Significant Impact
- II. Less than Significant Impact with Mitigation Incorporated
- III. Less than Significant Impact
- IV. No Impact

LAND USE AND PLANNING – Explanation for Significance

- a) The project will not physically divide an established community. The project will not involve any construction, land alteration, or land use changes.
- b) The project does not conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. The project will not involve any construction, land alteration, or land use changes.

XII. MINERAL RESOURCES.

Would the project

	l.	II.	III.	IV.
a) Result in the loss of availability of a known mineral resource that would be of value to the				
region and the residents of the state?				
b) Result in the loss of availability of a locally				
important mineral resource recovery site				
delineated on a local general plan, specific plan				
or other land use plan?				

Significance Codes:

- I. Potentially Significant Impact
- II. Less than Significant Impact with Mitigation Incorporated
- III. Less than Significant Impact
- IV. No Impact

MINERAL RESOURCES – Explanation for Significance

- a) The project will not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state. Such an impact will not occur because the project will no excavation or construction will take place.
- b) The project will not result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan. Such an impact will not occur because no excavation or construction will take place.

XIII. NOISE.

Would the project result in:

	l.	II.	III.	IV.
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				
b) Generation of excessive groundborne vibration or groundborne noise levels?				\boxtimes
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				

Significance Codes:

- I. Potentially Significant Impact
- II. Less than Significant Impact with Mitigation Incorporated
- III. Less than Significant Impact
- IV. No Impact

NOISE – Explanation for Significance

- a) The project will not result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. The regulation changes will provide additional angling opportunity, but most waters are not close to residential areas and will not generate noise levels in excess of agency standards.
- b) The project will not result in generation of excessive ground-borne vibration or ground-borne noise levels, because no construction or earthmoving activities are involved.
- c) The project will not be located within the vicinity of a private airstrip or an airport use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport.

XIV. POPULATION AND HOUSING.

Would the project:

	l.	II.	III.	IV.
a) Induce substantial unplanned population growth in an area, either directly (for example, by				
proposing new homes and businesses) or				

	l.	II.	III.	IV.
indirectly (for example, through extension of roads or other infrastructure)?				
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				

Significance Codes:

- I. Potentially Significant Impact
- II. Less than Significant Impact with Mitigation Incorporated
- III. Less than Significant Impact
- IV. No Impact

POPULATION AND HOUSING – Explanation for Significance

- a) The project will not induce substantial unplanned population growth in an area, either directly or indirectly. Such an impact will not occur because the project will not construct any new homes, businesses, roads, or other human infrastructure.
- b) The project will not displace any existing people or housing and will not necessitate the construction of replacement housing elsewhere.

XV. PUBLIC SERVICES.

Would the project:

	I.	II.	III.	IV.
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?				
Police protection?				
Schools?				
Parks?				
Other public facilities?				

Significance Codes:

- I. Potentially Significant Impact
- II. Less than Significant Impact with Mitigation Incorporated
- III. Less than Significant Impact
- IV. No Impact

PUBLIC SERVICES – Explanation for Significance

 a) The project will not have any significant environmental impacts associated with new or physically altered governmental facilities. The project will not involve any construction, land alteration, or land use changes.

XVI. RECREATION.

Would the project:

	l.	II.	III.	IV.
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				

Significance Codes:

- I. Potentially Significant Impact
- II. Less than Significant Impact with Mitigation Incorporated
- III. Less than Significant Impact
- IV. No Impact

RECREATION – Explanation for Significance

 a) The project will not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated.

Changers to District and Special Trout Fishing Regulations

The project proposes to liberalize sport fishing regulations on many inland trout waters currently regulated under the District General Regulations, Title 14, Section 7.00, and under the Special Fishing Regulations, Title 14, Section 7.50. This includes extending the fishing seasons on many streams currently regulated under the District General Regulations and on approximately 50 streams and 20 lakes regulated under the Special Fishing Regulations. Most of these waters close to fishing on November 15 to protect fall and spring spawning trout. To provide an opportunity for fishing in the winter, the project proposes to extend the fishing seasons on these waters through February or April, with only catch and release fishing allowed on most waters to protect spawning fish. In addition, the project proposes to open five special regulation waters that are currently closed to fishing.

The project will likely result in additional fishing trips to those waters with new or extended fishing seasons. However, the number of fishing trips is expected to be low because: (1) most of the waters are located in sparsely populated areas of the state, (2) many waters

are in remote areas, some of which are not easily accessible, if at all, in the winter, and (3) trout anglers are less likely to fish during the winter because cold weather and marginal water temperatures make catching trout difficult. While some anglers will take advantage of the new fishing opportunities, existing facilities such as boat ramps and parking lots utilized by anglers are designed for such use and no deterioration would occur or be accelerated. Additionally, the project will not require any new facilities or repurposing of existing facilities.

Changes to Bass Fishing Regulations

The project proposes to amend the bass regulations on lakes and reservoirs in Lassen, Modoc, and Shasta counties, and on Diamond Valley, Silverwood, Skinner, Trinity, and Trout lakes. Currently, lakes and reservoirs in Lassen, Modoc, and Shasta counties are open to fishing year-round, with a five fish bag limit and no size limit for bass. Diamond Valley, Silverwood, and Skinner lakes are also open to fishing year-round with a five fish bag limit, but with a 15-inch minimum size limit. Trinity Lake is open to fishing year-round with a five fish bag limit from June 1 through the last day in February and a two fish bag limit from March 1 through May 31. Trout Lake is open only weekends and Wednesdays form the last Saturday in April through September 30, with a 22-inch minimum size limit, and one fish bag limit. These waters will be removed from the bass special regulations and will revert to the statewide standard under subsection 5.00(a) of open to fishing all year, with a 12-inch minimum size limit, and a five-fish daily bag limit. Except for Trinity Lake and Trout Lake, the fishing seasons and bag limits on these waters will not change. As a result, the project is not expected to result in additional angler/visitor trips to these waters. The project would increase the bag limit on Trinity Lake from two fish to five fish from March through May. As a result, the number of angler trips to the lake could increase during this time. However, because the culture within the bass fishing community is predominantly catch and release, the number of additional anglers/visitors to the lake is expected to be low. Also, while the regulations on Trout Lake will be changed to the Statewide Regulation for trout, the Department's Lands Division manages access to the lake. As a result, the project is not expected to result in a significant increase in the number of anglers/visitors to these waters. Therefore, the project would not have a significant impact on recreation.

Changes to Brook Trout Fishing Regulations

The project proposes to add a new Statewide Regulation for Brook Trout which will allow the harvest of up to 10 Brook Trout less than 10 inches per day in all inland trout waters, year-round. This will expand the current Brook Trout bonus bag limit from waters under the North Coast and Sierra District General Regulations to all inland trout waters under the new Statewide Regulations. Although most Brook Trout fisheries occur in the North Coast and Sierra districts, these wilderness fisheries also occur in other areas of the state, but are hard to access for most anglers. Because of the remoteness of the Brook Trout fisheries, the proposed regulation change is not expected to result in an increase in anglers/visitors to these waters. Moreover, Brook Trout waters are located primarily in the backcountry where there are no recreational facilities. Therefore, the proposed changes to the Brook Trout regulations will not require any new facilities or the repurposing of existing facilities.

b) The project does not require construction or expansion of recreational facilities.

XVII. TRANSPORTATION.

Would the project:

	l.	II.	III.	IV.
a) Conflict with a plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?				
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3 subdivision (b)?				
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				
d) Result in inadequate emergency access?				

Significance Codes:

- I. Potentially Significant Impact
- II. Less than Significant Impact with Mitigation Incorporated
- III. Less than Significant Impact
- IV. No Impact

TRANSPORTATION - Explanation for Significance

- a) The project will not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities. The project involves no land use or transportation system modifications.
- b) The project will not conflict or be inconsistent with CEQA Guidelines section 15064.3 subdivision (b), which pertains to vehicle miles traveled.

Changers to District and Special Trout Fishing Regulations

The project proposes to liberalize sport fishing regulations on many inland trout waters currently regulated under the District General Regulations, Title 14, Section 7.00, and under the Special Fishing Regulations, Title 14, Section 7.50. This includes extending the fishing seasons on many streams currently regulated under the District General Regulations and on approximately 50 streams and 20 lakes regulated under the Special Fishing Regulations. Most of these waters close to fishing on November 15 to protect fall and spring spawning trout. To provide an opportunity for fishing in the winter, the project proposes to extend the fishing seasons on these waters through February or April, with only catch and release fishing allowed on most waters to protect spawning fish. In addition, the project proposes to open five special regulation waters that are currently closed to fishing.

The project will likely result in additional fishing trips to those waters with new or extended fishing seasons. However, the number of additional fishing trips during winter is expected to be low because: (1) most of the waters are located in sparsely populated areas of the state,

(2) many waters are in remote areas, some of which are not easily accessible, if at all, in the winter, and (3) trout anglers are less likely to fish during the winter because cold weather and marginal water temperatures make catching trout difficult. While some anglers will take advantage of the new opportunity for winter fishing, the amount of vehicle miles traveled by recreational anglers should not change substantially under the proposed regulations.

Changes to Bass Fishing Regulations

The project proposes to amend the bass regulations on lakes and reservoirs in Lassen. Modoc, and Shasta counties, and on Diamond Valley, Silverwood, Skinner, Trinity, and Trout lakes. Currently, lakes and reservoirs in Lassen, Modoc, and Shasta counties are open to fishing year-round, with a five fish bag limit and no size limit for bass. Diamond Valley, Silverwood, and Skinner lakes are also open to fishing year-round with a five fish bag limit, but with a 15-inch minimum size limit. Trinity Lake is open to fishing year-round with a five fish bag limit from June 1 through the last day in February and a two fish bag limit from March 1 through May 31. Trout Lake is open only weekends and Wednesdays form the last Saturday in April through September 30, with a 22-inch minimum size limit, and one fish bag limit. These waters will be removed from the bass special regulations and will revert to the statewide standard of open to fishing all year, with a 12-inch minimum size limit, and a five-fish daily bag limit. Except on Trinity and Trout lakes, the current fishing seasons and bag limits on these waters will not change. As a result, the number of fishing trips to these waters is not expected to increase. The proposed bag limit increase on Trinity Lake from two fish to five fish from March through May is also not expected to result in more fishing trips as the culture within the bass fishing community is predominantly catch and release. While the regulations on Trout Lake will be changed to the Statewide Regulation for trout, the Department's Lands Division manages access to lake including via a Lands Pass or other requirement pursuant to regulations for Wildlife Areas. Consequently, the proposed changes to the bass regulations are not expected to result in a substantial increase in the number of fishing trips to these waters. Therefore, the amount of vehicle miles traveled by recreational anglers should not change substantially under the proposed regulations.

Changes to Brook Trout Fishing Regulations

The project proposes to add a new Statewide Regulation for Brook Trout which will allow the harvest of up to 10 Brook Trout less than 10 inches per day in all inland trout waters, year-round. This will expand the current Brook Trout bonus bag limit from waters under the North Coast and Sierra District General Regulations to all inland trout waters under the new Statewide Regulations. Although most Brook Trout fisheries occur in the North Coast and Sierra districts, these wilderness fisheries also occur in other areas of the state, but are hard to access for most anglers. Because of the remoteness of the Brook Trout fisheries, this change is not expected to result in an increase in the number of fishing trips to these waters. Thus, the amount of vehicle miles traveled by recreational anglers should not change substantially under the proposed regulations.

c) The project will not increase hazards due to a geometric design feature or incompatible uses with equipment. There will be no land use or transportation system modifications.

d) The project will not result in inadequate emergency access. The project involves no land use or transportation system modifications.

XVIII. TRIBAL CULTURAL RESOURCES.

Would the project:

	l.	II.	III.	IV.
a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geologically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or				
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.				

Significance Codes:

- I. Potentially Significant Impact
- II. Less than Significant Impact with Mitigation Incorporated
- III. Less than Significant Impact
- IV. No Impact

TRIBAL CULTURAL RESOURCES – Explanation for Significance

- a) The project will not cause a substantial adverse change in the significance of a tribal cultural resource that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k). There is no ground disturbing work and thus no potential to affect tribal cultural resources.
- b) The project will not cause a substantial adverse change in the significance of a tribal cultural resource that is determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. There is no ground disturbing work for this project. While various Tribes consider certain fish species to be tribal cultural resources, the impacts to fish species addressed in this regulation are expected to be less than significant

as discussed above. Thus, the project would not have a significant impact on tribal cultural resources.

XIX. UTILITIES AND SERVICE SYSTEMS.

Would the project:

	l.	II.	III.	IV.
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?				
b) Have sufficient water supplies available to serve the project and reasonable foreseeable future development during normal, dry, and multiple dry years?				
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?				
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?				

Significance Codes:

- I. Potentially Significant Impact
- II. Less than Significant Impact with Mitigation Incorporated
- III. Less than Significant Impact
- IV. No Impact

UTILITIES AND SERVICE SYSTEMS – Explanation for Significance

- a) The project will not require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunication facilities. There will be no construction or land alteration.
- b) The project requires no new water supplies.
- c) The project will not produce wastewater.
- d) The project will not generate solid waste. Thus, the project will be in compliance with State and local standards for solid waste.

e) The project will not create solid waste. Thus, the project will be in compliance with federal, state, and local management and reduction statutes and regulations related to solid waste.

XX. WILDFIRE.

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

	I.	II.	III.	IV.
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?				
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel, breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment.				
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				

Significance Codes:

- I. Potentially Significant Impact
- II. Less than Significant Impact with Mitigation Incorporated
- III. Less than Significant Impact
- IV. No Impact

WILDFIRE – Explanation for Significance

- a) The project will not substantially impair an adopted emergency response plan or emergency evacuation plan because it will not regularly or substantially add to the number of anglers or vehicles in an area with such a plan and does not involve any construction or earth moving activity.
- b) The project will not exacerbate wildfire risks due to slope, prevailing winds, and other factors.
- c) The regulation changes that comprise the project do not involve the installation or maintenance of any infrastructure.
- d) The regulations changes that comprise the project will not result in runoff, post-fire slope instability, or drainage changes.

XXI. MANDATORY FINDINGS OF SIGNIFICANCE.

	l.	II.	III.	IV.
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?				
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				

Significance Codes:

- I. Potentially Significant Impact
- II. Less than Significant Impact with Mitigation Incorporated
- III. Less than Significant Impact
- IV. No Impact

MANDATORY FINDINGS OF SIGNIFICANCE – Explanation for Significance

- a) The project does not have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory. The project is consistent with the Department's mission to manage California's diverse fisheries resources for their ecological value and for their use and enjoyment by the public.
- b) The project will not have adverse impacts that are individually limited, but cumulatively considerable. Cumulative adverse impacts will not occur because there are no potential adverse impacts due to project implementation.
- c) The project will not have environmental effects that will cause substantial adverse effects on humans, either directly or indirectly. The project will not involve any construction, land alteration, or the creation of new infrastructure.

ATTACHMENT A

State of CaliforniaFish and Game Commission Initial Statement of Reasons for Regulatory Action

Amend Sections 3.00, 4.00, 5.00, 5.41, 5.85, 7.00, 7.50, 8.10 Add Sections 5.84, 5.89, 7.40 Title 14, Code of Regulations

Re: Simplification of Statewide Inland Sport Fishing Regulations

I. Date of Initial Statement of Reasons: May 6, 2020

II. Dates and Locations of Scheduled Hearings

(a) Notice Hearing

Date: June 25, 2020 Location: Teleconference

(b) Discussion Hearing

Date: August 20, 2020 Location: Teleconference

(c) Adoption Hearing

Date: October 15, 2020 Location: Teleconference

III. Description of Regulatory Action

(a) Statement of Specific Purpose of Regulatory Change and Factual Basis for Determining that Regulation Change is Reasonably Necessary

Purpose

Regulations on the take of sport fish in California have been enacted since the late 1800s. Uncontrolled fishing can have a dramatic, negative impact on sport fishing resources. Considering the size, diversity, and conservation of California's inland (freshwater) fisheries and waters, in the past hundred years as the number of anglers in California increased, the number and complexity of fishing regulations likewise increased. For years, the Fish and Game Commission (Commission) and the California Department of Fish and Wildlife (Department) have heard concerns from anglers about the complexity of freshwater sport fishing regulations. Some anglers (or potential anglers) may be dissuaded from fishing due to actual or perceived difficulty in complying with the regulations. This regulatory package represents Phase I of the proposed process and focuses on simplifying and streamlining the sport fishing regulations for inland trout waters. The Department will prepare a separate regulatory package in the near future (i.e., Phase II) to address the complexity of the sport fishing regulations for those inland waters that are utilized by adult fish for migration and spawning after spending the majority of their lives in the ocean (i.e., anadromous waters).

The purpose and necessity of the proposed regulation changes is to address anglers' concerns regarding the complexity of the inland sport fishing regulations by simplifying the various regulatory options, and to align the inland trout regulations with the Department's current fisheries management goals and objectives. Major proposed changes aim to:

- Separate regulations for inland trout (i.e., non-anadromous waters) from those for steelhead and salmon (i.e., anadromous waters), a process that facilitates the production of separate regulations booklets to help provide clarity to anglers;
- Replace the District Regulations (Section 7.00) with statewide regulations separated for trout; and
- Standardize and consolidate the Special Fishing Regulations (Section 7.50).

The proposed changes aim to increase regulatory consistency statewide, reduce complexity of the inland sport fishing regulations, and remove regulations that are no longer biologically justifiable.

A. Regulatory Elements

Regulations are important because they:

- (1) Protect sport fish from overharvest, including species that are designated as threatened, endangered, or species of special concern;
- (2) Enhance trophy or quality trout fishing as part of the Department's Wild Trout or Catch and Release Program; and
- (3) Provide for equitable distribution of the catchable-sized trout that comprise the Department's put-and-take program.

Normally, no single element of a regulation controls a sport fishery. For example, most trout streams in California have both a closed season and bag limit. The type of gear, legal fishing hours, and use of bait are also part of the regulatory equation. Most often, combinations of elements of regulations apply to a given water. The following is a description of each element of regulation used to manage trout populations in California.

1) Seasons (Specified Opened or Closed Seasons)

The "general trout season" runs all year for lakes and reservoirs, and from the last Saturday in April through November 15 for most streams and rivers. Trout stream closures are normally applied to maintain an adequate breeding population. Streams are commonly closed during the trout reproductive seasons of either fall or spring to protect spawning fish, at a time when the population is especially vulnerable to harvest. However, there are exceptions based on the location of the water, species, and life history. The closure through the spring (in some waters, through the end of April, in other waters, through the end of May) tends to protect Rainbow, Golden and Cutthroat Trout, whereas the fall closures protect Kokanee Salmon, Brown, and Brook Trout. Since trout spawn over a period of several weeks which extends into the open season, the late spawning fish are generally not protected from the sport fishing closures. Spring spawning trout normally spawn from March through May, but some high elevation Golden Trout populations may spawn as late as July. Snow and ice cover protect many late spawning trout in high elevation streams. Fall-spawning trout may spawn from October through December. Thus, the stream trout seasons that start on the last Saturday in April through either October 31 or November 15 protect some, but not all spawners.

2) Bag and Possession Limits

The key purpose for restricting the number of trout an angler can take ("bag limit") and possess ("possession limit") is to prevent a given fish population from becoming overharvested. That is, the population is so reduced in density by fishing that remaining fish are too small to be desirable, or so few that fishing success declines to unacceptable levels. Bag limits are also deemed necessary to help spread the catch among anglers. This is the principal reason for the current five fish or less daily bag limit for most trout.

On a water with a 10 trout possession limit and five trout bag limit, an angler may take up to five trout on the first day of fishing, and five trout on the second day to comprise the 10 fish possession limit. Except for areas where a Brook Trout bonus bag limit is allowed, it is unlawful for an individual angler to take more than five trout on any single day or have more than 10 trout in possession on such a water. Thus, in this example, an angler with 10 fish in possession cannot fish on the third day unless one or more of the 10 fish have been consumed or given away.

3) Size Limits

Minimum size limits have been imposed on a growing number of trout lakes and streams in California. These are invariably combined with reduced bag limits and the requirement that only artificial lures and/or flies with barbless hooks may be used. In almost all instances, such waters are officially designated Wild Trout or catch and release waters. The basic purpose is to provide more trophy trout for the sport anglers.

4) Gear and Bait Restrictions

Gear and bait restrictions are applied to waters with listed or sensitive trout populations. Fish caught using bait have the highest rate of mortality. Bait-caught fish tend to be more deeply hooked, which makes release more difficult, and increases the risk of injury to vital organs. Therefore, bait is generally permitted for use only on waters with minimal restrictions on harvest. Waters with sensitive trout populations require conservative gear restrictions to reduce angling impacts. Reducing fish mortality requires the safe release of captured trout. Trout caught using artificial lures can be released with a greater chance of survival than fish caught on bait of some kind. Barbless hooks tend minimize potential injury to the fish and makes their release easier. Artificial lures or flies with barbless hooks are normally required in catch and release waters to reduce injuries to fish and make it easier to release fish. With rare exception, artificial lures or flies are required wherever size limits are in force.

B. Comprehensive Evaluation: Trout Menu

In 2013, the Department initiated a comprehensive evaluation of the inland sport fishing regulations to address concerns from anglers regarding years of complex regulations. For example, currently there are 212 inland special regulation waters in Section 7.50(b), including 88 different seasons, 13 different size restrictions, 10 different gear restrictions, and 6 different bag and possession limits, for both anadromous and non-anadromous waters. Furthermore, many waters have not been monitored for regulation effectiveness, and changes in hatchery stocking and angling practices warrant an updated evaluation of the sport fishing regulations.

The Department has been working to develop a framework to simplify sport fishing regulations guided by five goals, or tenets:

- Maintain or increase angling opportunity;
- Improve regulatory consistency across similar waters;
- 3. Align sport fishing regulations with the Department's current fisheries management goals and objectives:
- 4. Reduce complexity and confusion; and
- 5. Protect the fishery resources.

After significant review of Special Fishing Regulations in Title 14, subsection 7.50(b), it became apparent much of the complexity and associated public frustration stemmed from the diversity of different regulations established over decades that had limited alignment or consistency. The use of District Fishing Regulations in Title 14, Section 7.00 increases confusion and inconsistency by applying political boundaries in contrast to the watershed approach found within the Special Fishing Regulations. Although some of the regulations fit with apparent management objectives, others did not, or were no longer appropriate for current fisheries.

As part of this effort, the Department developed a suite of regulations, or "menu," comprised of angling seasons, bag and possession limits, size limits, and gear restrictions, to standardize the Special Fishing Regulations in Title 14, subsection 7.50(b) and uncouple the inland trout waters from the District General Regulations in Title 14, subsections 7.00(a)-(g) and from anadromous waters. This menu represents the foundation of this rulemaking. At its February 2019 meeting, the Commission endorsed the menu concept for simplifying and organizing the inland trout regulations and allowed the Department to select from a standardized suite of established management approaches. As the menu evolved between 2019 and 2020, Department state, regional and local staff have worked with stakeholders to assess and select the most appropriate regulations for inland trout waters statewide as outlined in the following pages.

The regulations menu described below is the result of a collaborative effort by partners and fisheries biologists throughout the state to standardize the Special Fishing Regulations based on fisheries management goals, which include maximizing fishing opportunity (most liberal) and protecting sensitive fishery populations (most conservative). The process for developing the menu started with identifying the statewide regulations for trout, evaluating the frequency of the most used special regulations, identifying which regulations continue to be biologically and locally relevant, and which are no longer relevant, and then consolidating the relevant regulations into the menu suite of biologically justifiable regulations that most effectively manage California's trout populations. To help achieve statewide consistency across inland trout waters within the Special Fishing Regulations, the District General Regulations in Title 14 Section 7.00 have been replaced by a Statewide Regulation for all inland trout waters under the proposed amended Section 5.85.

1) Trout Menu Coding

The trout menu primarily applies to amended sections 5.85, 7.00 and 7.50, and added Section 7.40. The menu described below is divided into three categories of a standardized suite of

management approaches reflected as regulatory elements for the 200+ special inland waters in California:

- An updated Statewide Regulation;
- Seasons; and
- Bag/ Possession Limits (plus gear restrictions and size limits).

Statewide Regulations

"SL" for Lakes and Reservoirs (proposed in amended subsection 5.85(a)(1)):

Open all year, five trout daily bag limit, 10 trout in possession.

 Slow-moving waters subject to this statewide regulation represent robust, selfsustaining, and stocked fisheries with a maximum sustainable harvest with emphasis on high natural yield and/or elevated stocking rates.

"SR" for Rivers and Streams (proposed in amended subsection 5.85(a)(2)):

From the last Saturday in April through November 15, five trout daily bag limit, 10 trout in possession; and, from November 16 through the Friday preceding the last Saturday in April, 0 trout bag limit, artificial lures with barbless hooks only and trout must be released unharmed and not removed from the water.

• Fast-moving waters subject to this statewide regulation align with the traditional trout season, previous district regulations, and Commission Policy¹, for both wild and stocked fisheries with a goal of sustainable harvest, while allowing catch and release during the fall and early spring in an effort to increase angling opportunities, while also reducing population level effects stemming from overharvest and/or associated hooking mortality.

Seasons

Seasons are described as follows, and designated by capital letters A-J (under "Menu Option" column shown in the amended subsection 7.50(b) table):

- **A.** All year = Most liberal and focused on maximizing angling opportunities.
- **B.** <u>Last Saturday in April through November 15</u> = Spring and summer angling season for both stocked and wild trout. Alignment with traditional trout season and Commission Policy for trout opener. Limited protections for spring and fall spawning trout.
- **C.** November 16 through the Friday preceding the last Saturday in April = For use in conjunction with a spring and summer angling season (**B**) to implement more restrictive bag limits and gear restrictions during spring and fall spawning.
- **D.** Last Saturday in April through July 31 = Alignment with a "traditional" trout opener (**A**) to support local communities for seasonal economic and fiscal needs (i.e., spring and summer tourism), and public safety concerns.

¹ Fish and Game Commission Policy, Amended January 4, 1994. Trout. Available from: https://fgc.ca.gov/About/Policies/Fisheries#Trout

- **E.** August 1 through November 15 = Summer and fall angling season to allow for limited/selected harvest or closures to protect spawning runs, thermal refuges, or periods of elevated water temperatures.
- **F.** Saturday preceding Memorial Day through September 30 = Summer angling season where both spring and fall spawning trout aggregations occur.
- **G.** <u>Saturday preceding Memorial Day through the last day in February</u> = Spring fishing closure to protect spring spawning trout.
- **H.** September 1 through November 30 = Fall angling season to either protect fall spawning trout aggregations or allow angling during the fall when summer temperatures make angling impacts more significant.
- I. October 1 through the Friday preceding Memorial Day = For use in conjunction with a summer angling season (**F**) to implement more restrictive bag limits and gear restrictions during spring and fall spawning.
- **J.** Closed to fishing all year = Most conservative and used to protect populations that are listed species under the state or federal Endangered Species Act or imperiled populations upon which angling could have a significant negative effect.

Bag and Possession Limits and Gear Restrictions

Bag and Possession Limits and Gear Restrictions are described as follows, and designated by numbers 1-7 (under "Menu Option" column shown in the amended subsection 7.50(b) table):

- 1. <u>5 trout, no gear restrictions</u> = (most liberal) Robust, self-sustaining fisheries with low to moderate angling, or stocked fisheries with maximum sustainable harvest.
- 2. <u>2 trout per day, 4 trout in possession, no gear restrictions</u> = Limited daily harvest but with additional possession, set for limited effect to hatchery supplemented or productive self-sustaining fisheries to allow some harvest. Moderate concern regarding harvest with minimal threat to total population.
- **3.** <u>2 trout, artificial lures</u> = Limited daily harvest without additional possession, set for limited effect to less productive self-sustaining fisheries to allow some harvest. Moderate concern regarding harvest with minimal threat to total population.
- **4.** 2 trout with 14" total length minimum, artificial lures = Limited selected harvest with protection for smaller age classes. Allows most individuals to spawn prior to entering the fishery.
- 5. <u>2 trout with 18" total length minimum, artificial lures</u> = Limited selected harvest with protection for smaller age classes in high productivity systems that can produce large trout. Allows individuals to spawn prior to trophy sized harvest.
- **6.** <u>0 trout, artificial lures with barbless hooks</u> = Reduce angling impacts to listed or sensitive populations, mitigate high use areas, seasonally eliminate harvest of spawning fish, or to achieve fast action or trophy fisheries.
- 7. <u>0 trout, artificial flies with barbless hooks</u> = (most conservative) Reduce angling impacts to listed or sensitive populations, mitigate high use areas, seasonally eliminate harvest of

spawning trout, achieve fast action or trophy fisheries, and/or promote/retain unique angling experiences.

2) Trout Menu Codes Applied

For the proposed Section 7.50 regulatory language "Alphabetical List of Trout Waters with Special Fishing Regulations," in the table encompassing subsection 7.50(b), a right-hand column has been added called "Menu Option" to serve as an easy reference to the assigned management approach of each special regulation water. This column is only shown for the purpose of clarity for the ISOR to indicate any changes affecting a water. The options are either assignment to one of the two statewide regulations (SL, or SR), a combination from the trout menu of season, bag/possession and gear limitations for each state water, or coding showing the water has been moved to another section or deleted. The coding is also shown by special water in the Decision Matrix, Summary Table of Changes for the subsection 7.50(b) regulatory table (**Appendix A**).

Combined options for season (letter) and bag/possession limit and gear limitation (number) present as a capital letter-number code. For example, "B5" would signify a water with a season from the last Saturday in April through November 15, a bag/possession limit of 2 trout with 18" minimum size, and a gear restriction of artificial lures.

Two other codes in the right-hand column in the subsection 7.50(b) table inform anglers of how that particular water is considered, if it doesn't fall under one of the above codes.

"HSS" Refers to waters moved to the newly added Section 7.40 of Title 14 under the anadromous table for salmon and steelhead, proposed for naming as "Alphabetical List of Hatchery Steelhead and Salmon Waters with Special Fishing Regulations." Those waters with HSS coding are shown as strikeout in Section 7.50 because they are proposed for relocation to Section 7.40.

"Del##" Refers to a special water or regulation that is proposed for removal entirely from the Section 7.50(b) special regulations table, and justification for the removal is outlined by numerical increment below under the description for amendment of Section 7.50.

C. Presentation of The Proposed Regulations

The proposed regulatory revisions by section fall under three general categories, and are described in this ISOR in the following order:

- 1. Proposed for Amendment
 - a. Sections 5.00, 5.41, 5.85, 7.00, 7.50 (with expanded discussion on application of the trout menu), and 8.10
- 2. Proposed for Addition
 - a. Sections 5.84, 5.89, and 7.40
- 3. Proposed Changes Without Regulatory Effect (e.g., re-numbering, re-ordering, or relocating a regulatory provision)
 - a. Sections 3.00 and 4.00

D. Proposed for Amendment

Amend subsection 5.00(b) Black Bass, Special Regulations

Remove subsections (b)(3) Lassen County; (b)(4) Modoc County; (b)(7) Shasta County; (b)(9) Big Lake (Shasta County); (b)(13) Diamond Valley Lake; (b)(15) El Capitan Reservoir; (b)(22) Perris Lake; (b)(25) Silverwood Lake; (b)(26) Skinner Lake; and (b)(28) Trinity Lake.

The Department is proposing to remove these subsections from the bass special regulations. Therefore, these waters will revert to the statewide standard under subsection 5.00(a) of open to fishing all year, with a 12-inch minimum size limit, and a five-fish daily bag limit. Specifically, two changes of non-regulatory effect include removal of (b)(15) El Capitan Reservoir, and (b)(22) Perris Lake as listed in the table, due to existing redundancy with the statewide standard because the season (all year), size (12-inch minimum), and bag limit already matches that of the statewide standard. It is necessary to remove the remaining subsections from the bass special regulations because there is no longer a biological reason to support a special regulation on these waters, so these waters will revert to the statewide standard under subsection 5.00(a) of open to fishing all year, with a 12-inch minimum size limit, and a five-fish daily bag limit. This will allow anglers to harvest bass of a size relatively safer to consume given the advisories for consumption set forth through the Office of Environmental Health Hazard Assessment (OEHHA) and Water Quality Control Boards due to bioaccumulation of mercury and other concerning substances. The predominant catch and release culture in the bass fishing community also makes increased protection afforded by reduced bag limits and increased size limits unnecessary and moot.

Remove Subsection (b)(29) Trout Lake

The Department is proposing to amend the exiting bass fishing season on Trout Lake to align with the proposed new trout fishing season under the Statewide Regulation "SL" as listed in subsection 7.50(b)(195.5) for Trout Lake. Under existing regulations, the fishing season for trout and bass is limited to Wednesdays and weekends from the last Saturday in April through September 30. This season is in place to restrict fishing in the Shasta Valley Wildlife Area during the waterfowl hunting season. There is no longer a biological reason for restricting the fishing season on this lake. In addition, the Department no longer manages Trout Lake as a trophy bass fishery, thus the current 22-inch minimum size limit and one fish bag limit is no longer necessary. Therefore, the Department is proposing to remove Trout Lake from the Special Black Bass fishing regulations. The Department's Lands division would be responsible for restricting access to Trout Lake, and any special closures will be addressed in the Wildlife Area regulations. This change will align the fishing seasons for bass and trout on the lake and, thus, eliminate potential law enforcement issues. With the removal of Trout Lake from 5.00(b), the regulation for bass fishing on that lake will revert to the statewide standard under subsection 5.00(a) of open to fishing all year, with a 12-inch minimum size limit, and a five-fish daily bag limit.

 Amend subsections (b)(2) for waters in Inyo County, and (b)(5) and (b)(16) for waters in Mono County.

The Department is amending subsections (b)(2) and (b)(5) for waters in Inyo County to include reference to Inyo County streams and rivers in the Special Fishing Regulations in subsection 7.50(b). Subsection (b)(2) and (b)(5) amendments also clarify the closure to black bass fishing from November 16 to the Friday preceding the last Saturday in April to ensure anglers understand the open season is late April through November 15. Subsection (b)(16) similarly includes reference to Mono County streams and rivers in the Special Fishing Regulations in subsection 7.50(b), while correcting a reference for Fish Slough to the boundaries from Owens Valley Native Fishes Sanctuaries to the BLM Spring. These changes are necessary to ensure anglers are clear on season dates, geographic boundaries, and other considerations for Inyo and Mono counties.

• Re-numbering of the waters in 5.00(b)

The resulting proposed list of special black bass waters is re-numbered by paragraph for clarity and consistency.

Amend Section 5.41. Landlocked Salmon.

Subsection (e) is amended so that the same exceptions formerly referenced in subsection 7.50(b) are specifically listed within this subsection with a daily bag limit of ten salmon, and possession limit of twenty. It is necessary to make this change since the regulation of landlocked salmon is no longer indicated in subsection 7.50(b).

Amend Section 5.85. Trout.

The name of this section is changed to reflect that only trout (and not salmon) are covered under this general regulation. Additional introductory language is added to clarify how the bag and possession limits should be interpreted, for the total number of trout in combination.

- Under subsection (a)(1), the Department is proposing to remove all "non-special" trout fishing regulations for inland lakes and reservoirs from Section 7.00 District General Regulations and move them to Section 5.85, Trout. This addition of subsection (a)(1) to Section 5.85 provides the new proposed statewide regulation for slow-moving waters, or inland lakes, reservoirs, and ponds, as described in the trout menu and noted by the coding "SL." These Statewide Regulation waters will be open to fishing year-round, with a five trout daily bag limit, a 10 trout possession limit, no size limit, and no gear restrictions. This Statewide Regulation is intended to be applied to those waters that have self-sustaining and/or stocked fisheries where the maximum catch can be harvested sustainably, based on high natural yield and/or elevated stocking rates. Therefore, the most liberal angling regulations can be applied to these waters.
- Under subsection (a)(2), the Department is proposing to remove all trout fishing regulations for inland rivers and streams from the Section 7.00 District General Regulations and move them to Section 5.85, Trout. This addition of subsection (a)(2) to Section 5.85 provides the new proposed statewide regulation for fast-moving waters, or rivers, streams, creeks, and

canals as described in the trout menu and noted by the coding "SR." Under the new Statewide Regulation, these waters will be open to fishing from the last Saturday in April through November 15, with a five trout daily bag limit, and a 10 trout possession limit; and, from November 16 through the Friday preceding the last Saturday in April, with a zero trout bag limit, a gear restriction of artificial lures with barbless hooks only, and a requirement that trout must be released unharmed and should not be removed from the water. These waters have self-sustaining and/or stocked fisheries where the maximum catch can be harvested sustainably and, therefore, the most liberal angling regulations can be applied to these waters. The changes will increase fishing opportunities in areas where waters are closed to fishing in the winter and decrease fishing opportunities in areas where waters are currently open to fishing in the winter with allowable harvest. A detailed description of the effects is provided below.

Subsection (a)(3) describes exceptions to the statewide regulations, and under paragraph
 (A) refers readers to Section 7.50, Alphabetical List of Waters with Special Fishing
 Regulations for individual trout waters with special regulations that would not fall under the
 statewide regulation. Paragraph (B) further clarifies that Brook Trout bag and possession
 limits may be in addition to the statewide trout bag and possession limits.

This proposal will result in either no change to the current regulations or an added possession limit for waters moved to the statewide regulation. Below is a description of changes to the district waters, Section 7.00.

Subsection (a) is necessary to inform anglers of the statewide standard season, bag, possession limit for lakes, reservoirs, and ponds, as well as streams, rivers, creeks, and canals that are not subject to a special regulation in subsection 7.50(b).

Amend Section 7.00. District General Regulations

To address anglers' concerns regarding the complexity of the 7.00 District General Regulations, the Department is proposing to uncouple the state's inland trout waters from the District General Regulations. Most trout waters currently under the District General Regulations will be moved to either the new subsection 5.85(a)(1), Statewide Regulation for lakes and reservoirs, or to subsection 5.85 (a)(2), Statewide Regulation for rivers, streams, and creeks. Some individual trout waters will require special restrictions and reduced bag limits and, therefore, will be moved to Section 7.50, Special Fishing Regulations. The amendments will result in little or no substantive change to the regulations for most waters currently under the District General Regulations. Clarifications are made to the opening paragraph prior to subsection 7.00(a) to ensure that hatchery trout and hatchery steelhead are covered under Section 7.00.

The Department proposes to remove or amend the following subsections:

 (a)(1) and (b)(3), delete these subsections: Waters under the North Coast District and Sierra District subsections are currently open to fishing all year, with a five-trout daily bag limit, a 10 trout possession limit, no size limit, and no gear restriction. For simplification purposes, regulations for these waters will move/ revert to subsection 5.85(a)(1), the new Statewide Regulation for lakes and reservoirs. In effect, there will be no substantive change to the existing regulations for these waters.

- (a)(4), (b)(4), and (b)(7), delete these subsections: Waters under the North Coast District and Sierra District subsections are currently open to fishing from the last Saturday in April through November 15, with a five-trout daily bag limit, a 10 trout possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/ revert to subsection 5.85(a)(2), the new Statewide Regulation for rivers, and streams, which will extend the fishing season on these waters to year-round with catch and release fishing allowed from November 16 through the Friday preceding the last Saturday in April. This proposed change will increase fishing opportunities on these waters during the winter and early spring while protecting spawning wild trout.
- (a)(5) and (b)(9), delete these subsections: The current bonus bag limit for Brook Trout under the North Coast and Sierra District subsections will move/ revert to a new Section 5.84, Statewide Regulation for Brook Trout. The new Statewide Regulation for Brook Trout will apply to all inland trout waters not listed under the Special Fishing Regulations, with the exception of Red Lake in Alpine County which is managed for trophy-sized trout by stocking effort.
- (b)(5), delete this subsection: Waters under this subsection in Shasta County are currently open to fishing from the last Saturday in April through November 15, with a two-trout daily bag and possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/ revert to subsection 5.85(a)(2), the new Statewide Regulation for rivers and streams. This proposed change will increase the current daily bag limit to five trout and add a 10 trout possession limit. In addition, the fishing season will be extended to year-round, with catch and release fishing only allowed from November 16 through the Friday preceding the last Saturday in April. This proposed change will increase fishing opportunities on these waters in the winter and early spring while protecting wild trout populations.
- (b)(6), delete this subsection: Waters under this subsection in Lassen and Modoc counties are currently open to fishing from the Saturday preceding Memorial Day through November 15, with a five-trout daily bag limit, a 10 trout possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/ revert to subsection 5.85(a)(2), the new Statewide Regulation for rivers and streams. This will extend the fishing season to year-round, with catch and release fishing only allowed from November 16 through the Friday preceding the last Saturday in April. This proposed change will increase fishing opportunities on these waters in the winter and early spring while protecting wild trout populations.
- (c)(1), (d)(1), (e)(1), (f)(1), and (g)(2), delete these subsections: Waters under these subsections in the North Central District, Valley District, South Central District, Southern District, and Colorado River District are currently open to fishing all year, with a five-trout daily bag and possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/revert to subsection 5.85(a)(1), Statewide Regulation

for lakes and reservoirs. As a result, the possession limit on these waters will increase from five trout to 10 trout.

- (d)(3), (f)(3), (f)(5), and (g)(2), delete these subsections: Waters under these subsections in the Valley District, Southern District, and Colorado River District are currently open to fishing all year, with a five-trout daily bag and possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/ revert to subsection 5.85(a)(2), Statewide Regulation for rivers and streams. As a result, the possession limit will increase from five trout to 10 trout from the last Saturday in April through November 15. Catch and release fishing only will be allowed from November 16 through the Friday preceding the last Saturday in April. While this proposed change will remove the opportunity to harvest trout in the winter and early spring to protect spawning wild trout, moving these subsections to the Statewide Regulations fulfills the goals of simplification and management.
- (e)(3) amend this subsection: Waters under this subsection for Alameda, Contra Costa, and Santa Clara counties are currently open to fishing from the last Saturday in April through November 15, with a five-trout daily bag and possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/ revert to subsection 5.85(a)(2), the new Statewide Regulation for rivers and streams for trout. This will increase the possession limit to 10 trout and extend the fishing season to year-round, with catch and release fishing allowed from November 16 through the Friday preceding the last Saturday in April. This proposed change will increase fishing opportunities on these waters in the winter and early spring while protecting spawning wild trout. The amendment to this subsection also clarifies that waters under these three counties are closed to the take of salmon.
- (g)(1), delete this subsection: Waters under this subsection are currently open to fishing year-round, with a 10 trout daily bag and possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/ revert to subsection 5.85(a)(2), Statewide Regulation for rivers and streams. This will reduce the daily bag limit from 10 trout to five trout from the last Saturday in April through November 15 and restrict fishing to catch and release only from November 16 through the Friday preceding the last Saturday in April. While this proposed change will remove the opportunity to harvest trout in the winter and early spring to protect spawning wild trout, moving these subsections to the Statewide Regulations fulfills the goals of simplification and management.
- (b)(8), delete this subsection: This language is no longer needed under Section 7.00(b) as all Mono County waters under the District General Regulations will be subject to the new Statewide Regulations for trout (i.e., Section 5.85(a) or Section 5.85(b)), or to Section 7.50(b), Special Fishing Regulations. This language does not need to be moved to Section 5.85 or Section 7.50 as waters under the new Statewide Regulations will be open to fishing year-round and similar language already exists under subsection 7.50(a)(3) of the Special Fishing Regulations.
- (b)(2), amend this subsection: Anadromous waters under this subsection for Tehama and Shasta counties are currently open to fishing from the last Saturday in April through

November 15, with a two-trout or steelhead daily bag and possession limit, and artificial lures with barbless hooks restriction. This subsection is amended for section and paragraph numbers, and to clarify the artificial lures possess hooks that are barbless.

• Edits for clarity and consistency: These edits include re-numbering of paragraphs within District Regulations in subsections 7.00(b) through (g), adjusted capitalization of certain words throughout Section 7.00, and specification of the referenced Section number to clarify interpretation from the previous 7.50 to the newly added 7.40 section.

Amend Section 7.50. Alphabetical List of Trout Waters with Special Fishing Regulations

It is necessary to streamline the Special Regulations for trout waters by utilizing the trout menu described above to align the regulations with the Department's current fisheries management goals and objectives. The regulations proposed herein were tailored to each individual water, and include a variety of combinations of regulation elements, such as bag limits, gear restrictions, season restrictions, and size limits. Upon review of the extensive public input received during pre-notice outreach efforts (Appendix B), Department fisheries biologists and managers, often in consultation with fishing groups or individuals, assigned waters to the trout menu based on their expertise and knowledge of specific waters in their management area.

As a result of this streamlining process, the number of:

- Special fishing seasons for trout-only waters will be reduced from 30 to 10;
- Special size limits will be reduced from 8 to 2;
- Different gear restrictions will be reduced from 10 to 7;
- Different bag/ possession limits will be reduced from 6 to 4; and
- Fishing opportunities will be expanded on nearly 50 percent of the existing special regulation waters from a reduced season to year-round.

As noted in **Appendix A**, proposed amendments and additional comments and considerations are summarized for Section 7.50(b), Alphabetical List of Waters with Special Fishing Regulations. This table includes the biological and management rationale for proposed changes to each special water, as well as other considerations such as public input, socio-economic considerations, traditional values, access, public safety, etc.

For those special waters without a special assigned management approach from the menu listed in Appendix A, the proposed regulatory text outlining the "Menu Option" in the right-hand column indicates the assigned management approach of each water (assignment to Statewide lakes/reservoirs, or "SL", statewide rivers and streams, or "SR", etc.)

Truckee River Management Options, Section 7.50(b), Subsections (196)(B), (196)(C), and (196)(D)

At the Commission's April 15, 2020 meeting, George Osborn, representing Mr. Montna, requested that the Commission consider Mr. Montna's proposal as an alternative to the Department's proposed regulations for the Truckee River, subsections (196)(B), (C), and (D). The Commission directed the Department to add a regulatory option to allow further consideration of Mr. Montna's proposal.

Option 1 - Department Proposal

The Department is proposing to amend the current regulations on the Truckee River from Trout Creek downstream to the mouth of Prosser Creek (subsections 7.50(b)(196)(B) and (C) are combined and re-numbered subsection 7.50(b)(153)(B)), to open all year, zero trout daily bag limit, and artificial lures with barbless hooks. This will remove the current two-trout daily bag and possession limit from the last Saturday in April through November 15. It will also change the gear restriction from artificial flies to artificial lures between Glenshire Bridge and the mouth of Prosser Creek. The Department is also proposing to amend the current regulation from the mouth of Prosser Creek downstream to the Nevada State Line (Subsection 7.50(b)(196)(D) is re-numbered subsection 7.50(b)(153)(C)) to open all year, two trout daily bag and possession limit, and artificial lures. This will increase the daily bag limit from zero trout to two trout from November 16 through the Friday preceding the last Saturday in April. This will also change the gear restriction from artificial lures with barbless hooks to artificial lures, thus removing the requirement for barbless hooks.

Option 2 – Mr. Montna's Proposal

Mr. Montna supports the Department's proposed changes to the current regulations on the Truckee River from Trout Creek downstream to the mouth of Prosser Creek to open all year with a zero trout daily bag limit, but requests that the Department change the proposed gear restriction from artificial lures with barbless hooks to artificial barbless flies. Mr. Montna also requests that the regulations from the mouth of Prosser Creek downstream to the Nevada State Line be changed to open all year, zero trout daily bag limit, and artificial lures with barbless hooks. This will reduce the current daily bag limit from two to zero trout from the last Saturday in April through November 15 and keep the requirement for barbless hooks in place.

Summary of Changes to Special Waters (7.50 table)

SL: Moving to statewide lakes and reservoirs regulation (subsection 5.85(a)(1)): 16

SR: Moving to statewide rivers and streams regulation (subsection 5.85(a)(2)): 28

Waters being moved from 7.00, District General Regulations, to Section 7.50, Special Fishing Regulations, as a result of the goal to provide new opportunity and for the simplification project, summarized by the new trout menu coding (asterisks indicate waters new since Feb. 2020 Commission meeting):

- 1. NEW 7.50(b)(15) Boulder Creek (San Diego Co.) upstream of El Capitan Reservoir, and all of its tributaries **A3**
- 2. NEW 7.50(b)(24) Caples Creek from the confluence with the Silver Fork American River upstream to Caples Lake Dam (El Dorado and Alpine cos.) **A6**
- 3. NEW 7.50(b)(43) Dismal Creek (Modoc Co.). G6
- 4. NEW 7.50(b)(52) Goose Lake and tributaries (Modoc Co.) excluding Pine Creek and Davis Creek. **G6**
- 5. NEW 7.50(b)(54) Gull Lake (Mono Co.). B1
- 6. NEW 7.50(b)(72) Kitchen Creek (San Diego Co.) upstream of Lake Morena, and all its tributaries. **A3**

- 7. NEW 7.50(b)(81) Los Gatos Creek (Santa Clara Co.) upstream of Camden Avenue drop including Lexington Reservoir and all tributaries. **A6**
- 8. NEW 7.50(b)(107) Pine Valley Creek (San Diego Co.) upstream of Barrett Lake, and all its tributaries. **A3**
- NEW 7.50(b)(109)(A) Pit River, South Fork (Modoc Co.) and tributaries upstream of the Highway 395 bridge in Likely – G1
- 10. NEW 7.50(b)(109)(B) Pit River, North Fork (Modoc Co.) and tributaries from the confluence with the South Fork in Alturas upstream to (including) Franklin Creek **G3**
- 11. NEW 7.50(b)(123) Rush Creek (Mono Co.) between Silver Lake and Grant Lake **F1**
- 12. NEW 7.50(b)(129) San Luis Rey River West Fork (San Diego Co.) A3
- 13. NEW 7.50(b)(147) Stevens Creek and all tributaries upstream of Stevens Creek Reservoir (Santa Clara Co.). **A6**
- 14. NEW 7.50(b)(X) Twelvemile Creek (Modoc Co.) G6
- 15. NEW 7.50(b)(156) Twin Lakes, Upper and Lower (Bridgeport, Mono Co). B1
- 16. *NEW 7.50(b)(16) Bridgeport Reservoir and tributaries (Mono Co.) B1
- 17.*NEW 7.50(b)(30) Convict Lake (Mono County) **B1**
- 18.*NEW 7.50(b)(50) George Lake (Lake George, Mono Co.) **B1**
- 19. *NEW 7.50(b)(53) Grant Lake (Mono Co.) **B1**
- 20.*NEW 7.50(b)(54) Gull Lake (Mono Co.) B1
- 21.*NEW 7.50(b)(60) Horseshoe Lake (Mono Co.) **B1**
- 22.*NEW 7.50(b)(65) Isabella Lake (Lake Isabella, Kern Co.) A1
- 23.*NEW 7.50(b)(67) June Lake (Mono Co.) B1
- 24. *NEW 7.50(b)(82)- Lundy Lake (Mono County)- **B1**
- 25.*NEW 7.50(b)(83) Lytle Creek and tributaries upstream of Interstate 15 bridge. (San Bernardino Co.) **A1**
- 26.*NEW 7.50(b)(85)- Mamie Lake (Lake Mamie, Mono County) B1
- 27.*NEW 7.50(b)(89) Mary Lake (Lake Mary, Mono Co.) B1
- 28.*NEW 7.50(b)(96) Miller Canyon from Silverwood Lake upstream (San Bernardino Co.) **A1**
- 29.*NEW 7.50(b)(121) Rock Creek Lake (Mono Co.) B1
- 30.*NEW 7.50(b)(124) Sabrina Lake (Lake Sabrina, Inyo Co.) **B1**
- 31.*NEW 7.50(b)(127) Salmon Creek and tributaries above Highway 1 (Monterey Co.). **F6**
- 32.*NEW 7.50(b)(157)- Twin Lakes (Mammoth, Mono Co.) B1
- 33.*NEW 7.50(b)(137) Silver Lake (Mono Co.) B1
- 34. *NEW 7.50(b)(144) South Lake (Mono Co.) **B1**
- 35.*NEW 7.50(b)(161) Virginia Lakes, Upper and Lower (Mono Co.) **B1**

The last coding, "Del##" listed in the right-hand column in the subsection 7.50(b) table shows which waters or segments of waters are outright deleted. The "##" signifies numerically assigned waters that are listed in the table below, which also provides the justification for removal of these waters from the 7.50 table.

Table 2. List of special water removals and justification as noted under the "Menu Option" column shown in the amended subsection 7.50(b) table.

Deletion ##	Necessity for removal in Section 7.50(b)
Del01	(13) Balm of Gilead Creek is removed because it has its own standalone regulation under the newly added Eel River regulation above Lake Pillsbury
Del02	(26.5) Bridgeport Reservoir with the season of Saturday preceding Memorial Day through Sept.30 is removed because this same subparagraph was expanded for the tributaries and the proposed amended season of last Saturday in April through November 15.
Del03	(39.3) for Castle Creek regulation was consolidated into 7.50(b)(156.5) for the Sacramento River.
Del04	(43)(B) Convict Creek downstream of U.C. Study area season is removed because the former minimize trout size and split regulation of seasons is replaced with a simplified season of Saturday preceding Memorial Day through September 30.
Del05	(48)(A) through (B) Cottonwood Creek is removed because of simplification of this water through consolidation of this subparagraph with (A) into the previous paragraph.
Del06	(49.5) Cottonwood Creek and tributaries is removed because it is now covered under the "Goose Lake tributaries" special regulation.
Del07	(62.5) Edson Creek and all tributaries is removed because it is already covered under the McCloud River regulation (115)(C)
Del08	(77.3) Hilton Creek (A) downstream of Crowley Lake Drive is removed because the former minimize trout size and split regulation of seasons is replaced with a simplified season of Saturday preceding Memorial Day through September 30.
Del09	(86) Kern River, (C) the U.S. Forest Service trail is removed because of simplification of this water through consolidation of this subparagraph with (B). (C) is further replaced with a reach of Kern River downstream of Lake Isabella.
Del10	(90) Kirman (Carmen) Lake tributaries is removed because duplicative with (89) Kirman (Carmen) Lake.
Del11	(91) Klamath River, (B) Shovel Creek and tributaries above mouth of Panther Creek (C) Shovel Creek and tributaries up to and including Panther Creek are removed because of simplification of this water through consolidation of these subparagraph with (A) for all tributaries above Iron Gate Dam.
Del12	(98) Lassen Creek and tributaries is removed because it is now covered under the "Goose Lake tributaries" special regulation.
Del13	(103.5) Little Truckee River from Stampede Reservoir Dam downstream to Boca Reservoir for Nov. 15 through the Friday preceding the last Saturday in Apr. is removed because the previous paragraph changed this water to a year-round regulation.
Del14	(115) McCloud River and tributaries (B) McKay Creek and all tributaries including Sheepheaven Spring is removed because Sheepheaven Creek

	has been officially named by the USGS, and now has its own regulation
	under (115)(E) to provide the intended protection with a year-round closure.
Del15	(115) McCloud River and tributaries (G) McCloud River from the lower
	boundary of the U.S. Forest Service loop is consolidated into subsection (F)
	and is removed for consistency with lower McCloud regulations.
Del16	(115.3) McGee Creek (A) McGee Creek downstream from Highway 395 is
	removed because the former minimum trout size and split regulation of
	seasons is replaced with a simplified season of Saturday preceding
	Memorial Day through September 30.
Del17	(115.4) McKay Creek and all tributaries is removed because of the removal
	of (115)(B) for McKay Creek.
Del18	(125.5) Moosehead Creek and tributaries is removed because Moosehead
	Creek is already covered under (115)(A) for McCloud River tributaries.
Del19	(134) Owens River (C) Upper Owens River from fishing monument is
	removed because of simplification of this water through consolidation of this
	subparagraph with (B).
Del20	(138) Pillsbury Lake tributaries is removed because it is covered under Eel
	River regulations in subsection (63)(A)(3), which is moving to the 7.40 HSS
D 104	table.
Del21	(139) Pine Creek and Pine Creek Slough is removed because it is covered
D. 100	under the (61)(C) Eagle Lake regulations.
Del22	(141) Pit River (D) From Pit No. 7 dam downstream to Shasta Lake is
	removed because of simplification of this water through consolidation of this
D - 100	subparagraph with (C).
Del23	(156) Sacramento River and tributaries above Keswick Dam, (D)
	Sacramento River and tributaries excluding Castle Creek is removed
	because of simplification of this water through consolidation of this
Del24	subparagraph with (C).
Deiz4	(176.5) Sheepheaven Spring is removed because it has its own regulation under (115)(E) to provide the intended protection with a year-round closure.
Del25	(177) Shovel Creek and tributaries is removed because angler use in this
Deizo	water is minimal and restricted; further, this water is now covered under (91)
	Klamath River regulations.
Del26	(180.5) Soda Creek is removed because this water is now covered under
Deizo	(156)(B) Sacramento River.
Del27	(189) Stony Creek, and tributaries, (A) From the headwaters downstream to
DOIL	the diversion dam west of Stonyford, and (B) Stony Creek Middle Fork from
	Red Bridge upstream are removed because of simplification of this water
	through consolidation of this subparagraph with paragraph (A) into (189) for
	Stony Creek.
Del28	(189.8) Swamp Creek and all tributaries is removed because it is covered
	under (115)(D).
Del29	(191) Sworinger Lake tributaries is removed because it is essentially a
	duplicate of subsection 177.5.
Del30	(196) Truckee River (C) Truckee River from the Glenshire Bridge
	downstream to the mouth of Prosser Creek is removed because of
	simplification of this water through consolidation of this subparagraph with
	paragraph (C) into (B).
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Del31	(198) Tuolumne River (A) From O'Shaughnessy Dam (Hetch Hetchy
	Reservoir) downstream to Early Intake Dam is removed because of
	simplification of this water through consolidation of subparagraph (A)
	through (C) into 198 (Tuolumne River).
Del32	(208) Willow Creek and tributaries is removed because it is now covered
	under the "Goose Lake tributaries" special regulation.

Amend Section 8.10, Youth Fishing Derby, Susan River (Lassen County)

The Youth Fishing Derby on the Susan River is held every year one week before the trout season opener, which currently is the Saturday preceding the last Saturday in April. The Department is proposing to move the season opener on Susan River from the last Saturday in April to the Saturday preceding Memorial Day. The Department will continue to hold the derby on the Saturday before the season opener and, therefore, it is necessary to change the youth fishing derby date from the Saturday preceding the last Saturday in April to the Saturday preceding the trout season opener in May. Added language refers to subsection 7.50(b)(149) for regulations on the Susan River. These clarifications are necessary to ensure anglers understand the date of the new season opener.

E. Proposed for Addition

Add Section 5.84. Brook Trout.

Currently under the North Coast and Sierra District General Regulations (subsections 7.00(a)(5) and (b)(9)) up to 10 Brook Trout less than 8 inches and 10 inches, respectively, may be harvested per day, in addition to the daily bag and possession limits for trout. This regulation will be removed from Section 7.00 under the current proposal to uncouple the trout regulations from the District General Regulations. In its place, the Department is proposing a new Statewide Regulation for Brook Trout in Section 5.84 which will allow the harvest of up to 10 Brook Trout less than 10 inches per day in all inland trout waters, yearround. Brook Trout are a cold-water species found in high elevation lakes and streams in remote wilderness areas. Many of these wilderness fisheries contain overpopulated, undersized fish and are not attractive or targeted fisheries for anglers due to the size and poor condition of the fish (skinny). The Department initiated the Brook Trout bonus bag and possession limit to both increase fishing opportunity and reduce the numbers of fish in overpopulated lakes in hopes of increasing condition (fatter, heavier, and bigger fish). Although most Brook Trout fisheries occur in the North Coast and Sierra districts, these wilderness fisheries also occur in other areas of the state, but are hard to access for most anglers. Because of the remoteness of these fisheries and for simplification purposes, the Department is proposing to expand the Brook Trout bonus bag and possession limit to inland trout waters statewide. Exceptions to this Brook Trout bonus bag limit include all waters listed in Section 7.50, Trout Waters with Special Fishing Regulations, and Red Lake in Alpine County, which is managed as a trophy Brook Trout fishery.

Add Section 5.89. Salmon

This Section will be added only to refer readers to the appropriate regulatory sections for salmon and steelhead, which are not the focus of this current rulemaking, but may be for a subsequent one (i.e., Phase II).

Add Section 7.40. Alphabetical List of Hatchery Trout, Hatchery Steelhead, and Salmon Waters with Special Fishing Regulations

For simplification purposes, the Department is proposing to separate the trout special fishing regulation waters (inland waters) from the salmon and steelhead special fishing regulation waters (anadromous waters). The special fishing regulations for trout will remain in Section 7.50. This requires a new regulatory section be created for the hatchery trout, hatchery steelhead and salmon special fishing regulation waters (abbreviated "HSS" per the coding outlined in the trout menu). The proposed new section is Section 7.40, "Alphabetical List of Hatchery Trout, Hatchery Steelhead, and Salmon Waters with Special Fishing Regulations." The existing language in subsections 7.50(a)(1)-(6) will be included in the new Section 7.40, but references to trout will be replaced with salmon and steelhead. All the special waters indicated by the coding "HSS" in the subsection 7.50(b) table are moved into the new 7.40 table, and aside from this move, are not proposed to be altered as part of this rulemaking. Approximately 185 individual waters, or reaches of waters, are proposed to be moved from subsection 7.50(b) to the new 7.40 table. Moving these special waters to a separate regulation section is necessary to fulfill the goals of separating and consolidating regulations for inland trout (i.e., non-anadromous waters) from steelhead and salmon (i.e., anadromous waters).

F. Proposed Changes Without Regulatory Effect

Below are minor changes to clarify and correct various sport fishing regulations in Title 14.

Amend Section 3.00. Fishing Hours.

The reference in subsection (a)(1)(B) Heenan Lake, (Alpine Co.) is changed to subsection 7.50(b)(56) because of renumbering in the section.

Amend Section 4.00. Bait - General.

The reference in subsection (d) Hat Creek is changed to subsection 7.50(b)(55) because of renumbering in the section.

Amend Section 5.00 Black Bass Special Regulations.

Remove the special closure language (b)(14), Eastman Lake. This language was removed from the sport fishing regulations in 2017.

Subsection (a) title, General Statewide Restrictions, is changed to read General Statewide Regulations to be more accurate and consistent with other statewide regulations sections in Title 14.

Subsection (a)(1) is being amended to specify that the black bass 12 inch minimum size limit is to be measured in total length. This requirement is already specified in subsection 5.00(b). It is being added to Section 5.00(a)(1) to provide additional clarity.

(b) Goals and Benefits of the Regulation

It is the policy of this State to encourage the conservation, maintenance, and utilization of the living resources of the ocean and other waters under the jurisdiction and influence of the State for the benefit of all the citizens of the State and to promote the development of local fisheries and distant water fisheries based in California in harmony with international law. The objectives of this policy include, but are not limited to, the maintenance of sufficient populations of all species of aquatic organisms to ensure their continued existence, and the maintenance of a sufficient resource to support a reasonable sport use. Adoption of scientifically-based trout seasons, size limits, and bag and possession limits provide for the maintenance of sufficient populations of trout to ensure their continued existence.

The benefits of the proposed regulations include up to date and streamlined trout fishing regulations that are consistent statewide, consistency with federal fishery management goals, sustainable management of California's trout fisheries, promotion of the general health and welfare of California residents, and promotion of businesses that rely on sport fishing throughout the state. The proposed changes will provide benefits by maximizing trout fishing opportunity, where possible, through the proposed extensions of fishing seasons and increases in bag and possession limits on both district and special regulations waters without adversely affecting native and non-native wild trout populations. The proposed regulatory changes may increase participation in sport fishing by new anglers, and increased retention of existing angler through simpler regulations facilitating ease of compliance and comprehension.

(c) Authority and Reference Sections from Fish and Game Code for Regulation

Authority: Section(s) 200, 205, 265, 270, 275, 315, 316.5, 399, and 2084, Fish and Game Code

Reference: Section(s) 200, 205, 265, 270, 316.5, and 2084, Fish and Game Code

- (d) Specific Technology or Equipment Required by Regulatory Change None.
- (e) Identification of Reports or Documents Supporting Regulation Change None.
- (f) Public Discussions of Proposed Regulations Prior to Notice Publication

The Department held a series of public information meetings in 2018 and 2019 to inform stakeholders about the Project and solicit input and suggestions. In addition, the Department regularly provided Project updates at Commission subcommittee and full Commission meetings. See **Appendix B**, Public Outreach, for detailed information.

IV. Description of Reasonable Alternatives to Regulatory Action

(a) Alternatives to Regulation Change

The purpose for separating the inland trout waters in Title 14, Section 7.50(b), Special Fishing Regulations and anadromous waters into two tables is to make it easier for anglers to locate the body of water they intend to fish. An alternative to the proposed regulation changes is to not separate the inland trout water regulations from the anadromous (i.e., salmon and steelhead) regulations which are currently in the same table.

Alternatives on a per-water basis are outlined the Section 7.50(b) Special Fishing Regulations table in **Appendix A. Appendix A** shows the current open season and special regulations, bag and possession limit, the proposed regulations developed before the 2019 statewide public outreach meetings (i.e., "2019 Proposed Open Season or Daily Bag, Possession Limit, & Gear Restrictions"), and the final proposed regulations (i.e., 2020 "Proposed Regula Open Season or Daily Bag, Possession Limit, & Gear Restrictions"). Many alternatives to the 2019 proposed regulations, by special water, were considered based on public input and further evaluation of the regulations by regional Department staff biologists. As a result, some revisions to the "2019 Proposed Regulations" were made and are presented in the table under "2020 Proposed Regulations."

In view of information currently possessed, no reasonable alternative considered would be more effective in carrying out the purpose for which the regulation is proposed, would be as effective and less burdensome to affected private persons than the proposed regulation, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

(b) No Change Alternative

The no change alternative would leave existing regulations in place. The current regulations for inland trout waters would remain under the District General Regulations and anglers' concerns regarding the complexity of the trout fishing regulations would not be addressed. Anglers would continue to be frustrated with the regulations to the point that some may choose to not go fishing as a result. In addition, outdated regulations in the Special Fishing Regulations would not be updated and, thus, would result in less efficient and effective regulations for California's trout fisheries.

V. Description of Reasonable Alternatives that Would Lessen Adverse Impact on Small Business

The proposed regulation will directly impact individual inland sport fisheries and only indirectly affect businesses, many of which are likely to be "small businesses" (per Government Code, Article 2, Section 11342.610). In response to public input and in accordance with Government Code Section 11346.2(b)(4)(B), several originally proposed changes were modified to lessen the potential for adverse impacts on small businesses that serve sportfishing activities, as noted in the right-hand column "Additional Comments and Considerations" in **Appendix A**. These alternatives were location-specific, such as for specific waters in the Sierra District, and elsewhere, to support local economic needs, public safety concerns, and local business operations.

VI. Mitigation Measures Required by Regulatory Action

The proposed regulatory changes may lead to potential localized impacts on the environment by opening some waters year-round, and modifying certain bag and possession limits, which could result in additional angler access to certain fishing areas, or increased take of trout, depending on the behavior of anglers in response to the regulations. While the proposed regulations would provide year-round openings for some waters, they are expected to result in no change or a small increase in angler days per year, which are anticipated to lead to less-than-significant impacts to the environment. The way the proposed regulations are structured ensure that the amount of take allowed will not exceed the sustainable yield level, and the populations will be maintained in equilibrium.

VII. Impact of Regulatory Action

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

(a) Significant Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states.

(b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment

The Commission anticipates neutral to positive impacts on the creation of jobs, no elimination of jobs or existing businesses, and neutral to positive impacts on the creation of new businesses or the expansion of businesses in California. The proposed regulatory changes will result in increased fishing opportunities that along with easier to comprehend regulations should retain the current number of anglers and may encourage the recruitment of new sport fishing anglers to sustain or increase support for businesses related to sportfishing.

The Commission anticipates benefits to the health and welfare of California residents. Providing opportunities for inland sport fishing encourages outdoor activity and the consumption of a nutritious food. The Commission anticipates benefits to the environment by the sustainable management of California's inland sportfish resources. The Commission does not anticipate any benefits to worker safety.

(c) Cost Impacts on a Representative Private Person or Business

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State None.

- (e) Nondiscretionary Costs/Savings to Local Agencies: None.
- (f) Programs Mandated on Local Agencies or School Districts: None.
- (g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.
- (h) Effect on Housing Costs: None.

VIII. Economic Impact Assessment

(a) Effects of the Regulation on the Creation or Elimination of Jobs Within the State

The Commission anticipates neutral to positive impacts on the creation of jobs with no elimination of jobs.

(b) Effects of the Regulation on the Creation of New Businesses or the Elimination of Existing Businesses Within the State

The Commission anticipates neutral to positive impacts on the creation of new businesses with no adverse impacts to existing businesses within the State.

(c) Effects of the Regulation on the Expansion of Businesses Currently Doing Business Within the State

The Commission anticipates neutral to positive impacts on the expansion of businesses currently doing business within the State.

(d) Benefits of the Regulation to the Health and Welfare of California Residents

The Commission anticipates benefits to the health and welfare of California residents. Providing opportunities for inland sport fishing encourages a healthy outdoor activity and the consumption of a nutritious food.

(e) Benefits of the Regulation to Worker Safety

The Commission does not anticipate any benefits to worker safety because the proposed action does not affect working conditions.

(f) Benefits of the Regulation to the State's Environment

The Commission anticipates benefits to the environment by the sustainable management of California's inland fishery resources.

(g) Other Benefits of the Regulation

Other benefits of the proposed regulations are anticipated to be an increase in regulatory consistency statewide, a reduction in the complexity of the regulations, and a reduction in the number of Special Fishing Regulations by eliminating regulations that are no longer biologically justifiable.

Informative Digest/ Policy Statement Overview

For years, the Fish and Game Commission (Commission) and the California Department of Fish and Wildlife (Department) have heard concerns from anglers about the complexity of freshwater sport fishing regulations. Some anglers (or potential anglers) may be dissuaded from fishing due to actual or perceived difficulty in complying with the regulations. This regulatory package represents Phase I of the proposed process and focuses on simplifying and streamlining the sport fishing regulations for inland trout waters. The Department will prepare a separate regulatory package in the near future (i.e., Phase II) to address the complexity of the sport fishing regulations for those inland waters that are utilized by adult fish for migration and spawning after spending the majority of their lives in the ocean (i.e., anadromous waters).

The purpose and necessity of the proposed regulation changes is to address anglers' concerns regarding the complexity of the inland sport fishing regulations by simplifying the various regulatory options, and to align the inland trout regulations with the Department's current fisheries management goals and objectives. Major proposed changes aim to:

- Separate regulations for inland trout (i.e., non-anadromous waters) from those for steelhead and salmon (i.e., anadromous waters), a process that facilitates the production of separate regulations booklets to help provide clarity to anglers;
- Replace the District Regulations (Section 7.00) with statewide regulations separated for trout;
 and
- Standardize and consolidate the Special Fishing Regulations (Section 7.50).

The proposed changes aim to increase regulatory consistency statewide, reduce complexity of the inland sport fishing regulations, and remove regulations that are no longer biologically justifiable.

Normally, no single element of a regulation controls a sport fishery (e.g., most trout streams in California have both a closed season and bag limit). The type of gear, legal fishing hours, and use of bait are also part of the regulatory equation. Most often, combinations of elements of regulations apply to a given water. The following are elements of regulations used to manage trout populations in California.

- Seasons (specified opened or closed seasons)
- Bag and possession limits
- Size limits; and
- Gear and bait restrictions.

Comprehensive Evaluation: Trout Menu

The Department evaluated above elements of the inland sport fishing regulations, specifically in the District Fishing Regulations in Title 14, Section 7.00, CCR and the Special Fishing Regulations in Title 14, Section 7.50, CCR. The District Fishing Regulations apply political boundaries in how the above regulatory elements are implemented by county line, in contrast to the watershed approach found within the Special Fishing Regulations, leading to complexity and associated public frustration stemmed from the diversity of different regulations established over decades, with limited alignment or consistency. The Department developed a suite of regulations, or "menu," comprised of angling

seasons, bag and possession limits, size limits, and gear restrictions, to standardize the Special Fishing Regulations in Title 14, subsection 7.50(b) and uncouple the inland trout waters from the District General Regulations in Title 14, subsections 7.00(a)-(g) and from anadromous waters. This menu described below represents the foundation of this rulemaking, and is the result of a collaborative effort by partners and fisheries biologists throughout the state to standardize the Special Fishing Regulations based on fisheries management goals, which include maximizing fishing opportunity (most liberal) and protecting sensitive fishery populations (most conservative).

Trout Menu Coding

The trout menu described below primarily applies to amended sections 5.85, 7.00 and 7.50, and added Section 7.40. It is divided into three categories of a standardized suite of management approaches reflected as regulatory elements for the 200+ special inland waters in California:

- An updated Statewide Regulation;
- · Seasons; and
- Bag/Possession Limits (plus gear restrictions and size limits).

For the proposed Section 7.50 regulatory language "Alphabetical List of Trout Waters with Special Fishing Regulations," in the table encompassing subsection 7.50(b), a right-hand column has been added called "Menu Option" to serve as an easy reference to the assigned management approach of each special regulation water. This column is only shown for the purpose of clarity for the Initial Statement of Reasons (ISOR) to indicate any changes affecting a water. The options are either assignment to one of the two statewide regulations ("SL," or "SR," as noted below), a combination from the trout menu of season, bag/possession and gear limitations for each state water, or coding showing the water has been moved to another section or deleted. The coding is also shown by special water in the Decision Matrix, Summary Table of Changes for the subsection 7.50(b) regulatory table (**Appendix A** to the ISOR).

Statewide Regulations

"SL" for Lakes and Reservoirs (proposed in amended subsection 5.85(a)(1)):

Open all year, five trout daily bag limit, 10 trout in possession.

"SR" for Rivers and Streams (proposed in amended subsection 5.85(a)(2)):

From the last Saturday in April through November 15, five trout daily bag limit, 10 trout in possession; and, from November 16 through the Friday preceding the last Saturday in April, 0 trout bag limit, artificial lures with barbless hooks only and trout must be released unharmed and not removed from the water.

Seasons

Seasons are described as follows, and designated by capital letters A-J (under "Menu Option" column shown in the amended subsection 7.50(b) table):

- **A.** All year
- B. Last Saturday in April through November 15
- C. November 16 through the Friday preceding the last Saturday in April

- D. Last Saturday in April through July 31
- E. August 1 through November 15
- F. Saturday preceding Memorial Day through September 30
- **G.** Saturday preceding Memorial Day through the last day in February
- H. September 1 through November 30
- I. October 1 through the Friday preceding Memorial Day
- J. Closed to fishing all year

Bag and Possession Limits and Gear Restrictions

Bag and Possession Limits and Gear Restrictions are described as follows, and designated by numbers 1-7 (under "Menu Option" column shown in the amended subsection 7.50(b) table):

- **1.** 5 trout, no gear restrictions
- 2. 2 trout per day, 4 trout in possession, no gear restrictions
- **3.** 2 trout, artificial lures
- 4. 2 trout with 14" total length minimum, artificial lures
- 5. 2 trout with 18" total length minimum, artificial lures
- 6. 0 trout, artificial lures with barbless hooks
- 7. 0 trout, artificial flies with barbless hooks

Combined options for season (letter) and bag/possession limit and gear limitation (number) present as a capital letter-number code. For example, "B5" would signify a water with a season from the last Saturday in April through November 15, a bag/possession limit of 2 trout with 18" minimum size, and a gear restriction of artificial lures.

Two other codes in the right-hand column in the subsection 7.50(b) table inform anglers of how that particular water is considered, if it doesn't fall under one of the above codes.

"HSS" Refers to waters moved to the newly added Section 7.40 of Title 14 under the anadromous table for salmon and steelhead, proposed for naming as "Alphabetical List of <u>Hatchery Steelhead and Salmon Waters with Special Fishing Regulations."</u> Those waters with HSS coding are shown as strikeout in Section 7.50 because they are proposed for relocation to Section 7.40.

"Del##" Refers to a special water or regulation that is proposed for removal entirely from the Section 7.50(b) special regulations table, and justification for the removal is outlined by numerical increment below under the description for amendment of Section 7.50.

Proposed for Amendments

Amend subsection 5.00(b) Black Bass, Special Regulations

Remove subsections (b)(3) Lassen County; (b)(4) Modoc County; (b)(7) Shasta County; (b)(9) Big Lake (Shasta County); (b)(13) Diamond Valley Lake; (b)(15) El Capitan Reservoir; (b)(22) Perris Lake; (b)(25) Silverwood Lake; (b)(26) Skinner Lake; and (b)(28) Trinity Lake.

• The Department is proposing to remove these subsections from the bass special regulations. Therefore, these waters will revert to the statewide standard under subsection 5.00(a) of open to fishing all year, with a 12-inch minimum size limit, and a five-fish daily bag limit. Specifically, two changes of non-regulatory effect include removal of (b)(15) El Capitan Reservoir, and (b)(22) Perris Lake as listed in the table, due to existing redundancy with the statewide standard because the season (all year), size (12-inch minimum), and bag limit already matches that of the statewide standard

The Department is proposing to amend the existing bass fishing season on Trout Lake to align with the proposed new trout fishing season under the Statewide Regulation "SL" as listed in subsection 7.50(b)(195.5) for Trout Lake.

• Amend subsections (b)(2) for waters in Inyo County, and (b)(5) and (b)(16) for waters in Mono County.

The Department is amending subsections (b)(2) and (b)(5) for waters in Inyo County to include reference to Inyo County streams and rivers in the Special Fishing Regulations in subsection 7.50(b). Subsection (b)(2) and (b)(5) amendments also clarify the closure to black bass fishing from November 16 to the Friday preceding the last Saturday in April to ensure anglers understand the open season is late April through November 15. Subsection (b)(16) similarly includes reference to Mono County streams and rivers in the Special Fishing Regulations in subsection 7.50(b), while correcting a reference for Fish Slough to the boundaries from Owens Valley Native Fishes Sanctuaries to the BLM Spring.

• Re-numbering of the waters in 5.00(b)

The resulting proposed list of special black bass waters is re-numbered by paragraph for clarity and consistency.

Amend Section 5.41. Landlocked Salmon.

Subsection (e) is amended so that the same exceptions formerly referenced in subsection 7.50(b) are specifically listed within this subsection with a daily bag limit of ten salmon, and possession limit of twenty.

Amend Section 5.85. Trout.

The name of this section is changed to reflect that only trout (and not salmon) are covered under this general regulation. Additional introductory language is added to clarify how the bag and possession limits should be interpreted, for the total number of trout in combination.

- Under subsection (a)(1), the Department is proposing to remove all trout fishing regulations for inland lakes and reservoirs from Section 7.00 District General Regulations and move them to Section 5.85, Trout. This addition of subsection (a)(1) to Section 5.85 provides the new proposed statewide regulation for slow-moving waters, or inland lakes, reservoirs, and ponds, as described in the trout menu and noted by the coding "SL."
- Under subsection (a)(2), the Department is proposing to remove all trout fishing regulations for inland rivers and streams from the Section 7.00 District General

Regulations. This addition of subsection (a)(2) to Section 5.85 provides the new proposed statewide regulation for fast-moving waters, or streams, rivers, creeks, and canals, as described in the trout menu and noted by the coding "SR." Under the new Statewide Regulation, these waters will be open to fishing from the last Saturday in April through November 15, with a five trout daily bag limit, and a 10 trout possession limit; and, from November 16 through the Friday preceding the last Saturday in April, with a zero trout bag limit, and artificial lures with barbless hooks only gear restriction.

 Subsection (b) describes those exceptions to the statewide regulations, and refers readers to Section 7.50, Alphabetical List of Waters with Special Fishing Regulations for individual trout waters with special regulations that would not fall under the statewide regulation. Subsection (b) further clarifies that brook trout bag and possession limits may be in addition to the trout bag and possession limits.

This proposal will result in either no change to the current regulations or an added possession limit for waters moved to the statewide regulation. Below is a description of changes to the district waters, Section 7.00.

Subsections (a) and (b) are necessary to inform anglers of the statewide standard season, bag, possession limit for lakes, reservoirs, and ponds, as well as streams, river, creeks, and canals that don't otherwise have a special regulation in subsection 7.50(b).

Amend Section 7.00. District General Regulations

To address anglers' concerns regarding the complexity of the 7.00 District General Regulations, the Department is proposing to uncouple the state's inland trout waters from the District General Regulations. Most regulations for trout waters currently under the District General Regulations will be moved to either the new subsection 5.85(a)(1), Statewide Regulation for lakes and reservoirs, or to subsection 5.85 (a)(2), Statewide Regulation for rivers, streams, creeks, and canals. Some individual trout waters will require special restrictions and reduced bag limits and, therefore, these regulations will be moved to Section 7.50, Special Fishing Regulations. The amendments will result in little or no substantive change to the regulations for most waters currently under the District General Regulations. Clarifications are made to the opening paragraph prior to subsection 7.00(a) to ensure clarity that hatchery trout and hatchery steelhead are covered under Section 7.00.

The Department proposes to remove or amend the following subsections:

- (a)(1) and (b)(3), delete these subsections: Waters under the North Coast District and Sierra District subsections are currently open to fishing all year, with a five-trout daily bag limit, a 10 fish possession limit, no size limit, and no gear restriction. For simplification purposes, regulations for these waters will move/revert to subsection 5.85(a)(1), the new Statewide Regulation for lakes and reservoirs. In effect, there will be no substantive change to the existing regulations for these waters.
- (a)(4), (b)(4), and (b)(7) delete these subsections: Waters under the North Coast District and Sierra District subsections are currently open to fishing from the last Saturday in April through November 15, with a five-trout daily bag limit, a 10 trout possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/ revert to subsection 5.85(a)(2), the new Statewide Regulation for rivers and streams, which will extend the fishing season on these waters to year-round with catch

- and release fishing allowed from November 16 through the Friday preceding the last Saturday in April.
- (a)(5) and (b)(9) delete these subsections: The current bonus bag limit for Brook Trout
 under the North Coast and Sierra District General Regulations will move/revert to a new
 Section 5.84, Statewide Regulation for Brook Trout. The new Statewide Regulation for
 Brook Trout will apply to all inland trout waters not listed under the Special Fishing
 Regulations, with the exception of Red Lake in Alpine County which is managed for
 trophy-sized trout by stocking effort.
- (b)(5) delete this subsection: Waters under this subsection in Shasta County are currently open to fishing from the last Saturday in April through November 15, with a two-trout daily bag and possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/revert to subsection 5.85(a)(2), the new Statewide Regulation for rivers and streams. This proposed change will increase the current daily bag limit to five trout and add a 10 trout possession limit. In addition, the fishing season will be extended to year-round, with catch and release fishing allowed from November 16 through the Friday preceding the last Saturday in April.
- (b)(6) delete this subsection.: Waters under this subsection in Lassen and Modoc counties are currently open to fishing from the Saturday preceding Memorial Day through November 15, with a five-trout daily bag limit, a 10 trout possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/revert to subsection 5.85(a)(2), the new Statewide Regulation for rivers and streams. This will extend the fishing season to year-round, with catch and release fishing allowed from November 16 through the Friday preceding the last Saturday in April.
- (c)(1), (d)(1), (e)(1), (f)(1), and (g)(2), delete these subsections: Waters under these subsections in the North Central District, Valley District, South Central District, Southern District, and Colorado River District are currently open to fishing all year, with a five-trout daily bag and possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/revert to subsection 5.85(a)(1), Statewide Regulation for lakes and reservoirs. As a result, the possession limit on these waters will increase from five trout to 10 trout.
- (d)(3), (f)(5), and (g)(2) delete these subsections: Waters under these subsections in the Valley District, Southern District, and Colorado River District are currently open to fishing all year, with a five-trout daily bag and possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/revert to subsection 5.85(a)(2), Statewide Regulation for rivers and streams. As a result, the possession limit will increase from five trout to 10 trout from the last Saturday in April through November 15. Catch and release fishing only will be allowed from November 16 through the Friday preceding the last Saturday in April.
- (e)(3) amend this subsection: Waters under this subsection for Alameda, Contra Costa, and Santa Clara counties are currently open to fishing from the last Saturday in April through November 15, with a five-trout daily bag and possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/revert to

subsection 5.85(a)(2), the new Statewide Regulation for rivers and streams. This will increase the possession limit to 10 trout and extend the fishing season to year-round, with catch and release fishing allowed from November 16 through the Friday preceding the last Saturday in April.

- (g)(1) delete this subsection: Waters under this subsection are currently open to fishing year-round, with a 10 trout daily bag and possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/revert to subsection 5.85(a)(2), Statewide Regulation for rivers and streams. This will reduce the daily bag limit from 10 trout to five trout from the last Saturday in April through November 15 and allow catch and release fishing only from November 16 through the Friday preceding the last Saturday in April.
- (b)(8) delete this subsection: This language is no longer needed under Section 7.00(b) as all Mono County waters under the District General Regulations will be subject to the two new Statewide Regulations for trout (i.e., Section 5.85(a) or Section 5.85(b)), or to Section 7.50(b), Special Fishing Regulations. This language does not need to move to Section 5.85 or Section 7.50 as waters under the new Statewide Regulations will be open to fishing year-round and similar language already exists under subsection 7.50(a)(3) of the Special Fishing Regulations.
- (b)(2), amend this subsection: Anadromous waters under this subsection for Tehama and Shasta counties are currently open to fishing from the last Saturday in April through November 15, with a two-trout or steelhead daily bag and possession limit, and artificial lures with barbless hooks restriction. This subsection is amended for section and paragraph numbers, and to clarify the artificial lures possess hooks that are barbless.
- Edits for clarity and consistency: These edits include re-numbering of paragraphs within District Regulations in subsections 7.00(b) through (g), adjusted capitalization of certain words throughout Section 7.00, and specification of the referenced Section number to clarify interpretation from the previous 7.50 to the newly added 7.40 section.

Amend Section 7.50. Alphabetical List of Trout Waters with Special Fishing Regulations.

It is necessary to streamline the Special Fishing Regulation trout waters by utilizing the trout menu described above to align the regulations with the Department's current fisheries management goals and objectives. The regulations proposed herein were tailored to each individual water, and include a variety of combinations of regulation elements, such as bag limits, gear restrictions, season restrictions, and size limits. Upon review of the extensive public input received during pre-notice outreach efforts (Appendix B), Department fisheries biologists and managers, often in consultation with fishing groups or individuals, assigned waters to the trout menu based on their expertise and knowledge of specific waters in their management area.

As a result of this streamlining process, the number of:

- Special fishing seasons for trout-only waters will be reduced from 30 to 10;
- Special size limits will be reduced from 8 to 2;
- Different gear restrictions will be reduced from 10 to 7;
- Different bag/ possession limits will be reduced from 6 to 4; and

• Fishing opportunities will be expanded on nearly 50 percent of the existing special regulation waters from a reduced season to year-round.

As noted in **Appendix A** to the ISOR, proposed amendments and additional comments and considerations are summarized for Section 7.50(b), Alphabetical List of Waters with Special Fishing Regulations. This table includes the biological and management rationale for proposed changes to each special water, as well as other considerations such as public input, socio-economic considerations, traditional values, access and public safety, etc.

For those special waters without a special assigned management approach from the menu listed in **Appendix A**, the proposed regulatory text outlining the "Menu Option" in the right-hand column indicates the assigned management approach of each water (assignment to Statewide lakes/reservoirs, or "SL", statewide rivers and streams, or "SR", etc.)

Truckee River Management Options, Section 7.50(b), Subsections (196)(B), (196)(C), and (196)(D)

At the Commission's April 15, 2020 meeting, George Osborn, representing Mr. Montna, requested that the Commission consider Mr. Montna's proposal as an alternative to the Department's proposed regulations for the Truckee River subsections (196)(B), (C), and (D). The Commission directed the Department to add a regulatory option to allow further consideration of Mr. Montna's proposal.

Option 1 – Department Proposal

The Department is proposing to amend the current regulation on the Truckee River from Trout Creek downstream to the mouth of Prosser Creek (re-numbered subsection 7.50(b)(153)(B)), to open all year, zero trout daily bag, and artificial lures with barbless hooks. This will remove the current two-trout daily bag and possession limit from the last Saturday in April through November 15. It will also change the gear restriction from artificial flies to artificial lures between Glenshire Bridge and the mouth of Prosser Creek. The Department is also proposing to amend the current regulation from the mouth of Prosser Creek downstream to the Nevada State Line (re-numbered subsection 7.50(b)(153)(C)) to open all year, two-trout daily bag and possession limit, and artificial lures. This will increase the daily bag limit from zero trout to two trout from November 16 through the Friday preceding the last Saturday in April. This will also change the gear restriction from artificial lures with barbless hooks to artificial lures, thus removing the requirement for barbless hooks.

Option 2 – Mr. Montna's Proposal

Mr. Montna supports the Department's proposed changes to the current regulations on the Truckee River from Trout Creek downstream to the mouth of Prosser Creek to open all year with a zero trout daily bag limit, but requests that the Department change the proposed gear restriction from artificial lures with barbless hooks to artificial barbless flies. Mr. Montna also requests that the Department's proposed regulations from the mouth of Prosser Creek downstream to the Nevada State Line be changed to a zero trout daily bag limit, and artificial lures with barbless hooks. This will reduce the current daily bag limit from two to zero trout from the last Saturday in April through November 15 and keep the requirement for barbless hooks in place.

Amend Section 8.10, Youth Fishing Derby, Susan River (Lassen County)

The Youth Fishing Derby on the Susan River is held every year one week before the trout season opener, which currently is the Saturday preceding the last Saturday in April. The Department is proposing to move the season opener from the last Saturday in April to the Saturday preceding Memorial Day. The Department will continue to hold the derby on the Saturday before the season opener and, therefore, it is necessary to change the youth fishing derby date from the Saturday preceding the last Saturday in April to the Saturday preceding the trout season opener in May. Added language refers to subsection 7.50(b)(149) for regulations on the Susan River.

Proposed for Addition

Add Section 5.84. Brook Trout.

Currently under the North Coast and Sierra District General Regulations (subsections 7.00(a)(5) and (b)(9)) up to 10 Brook Trout less than 8 inches and 10 inches, respectively, may be harvested per day, in addition to the daily bag and possession limits for trout. This regulation will be removed from Section 7.00 under the current proposal to uncouple the trout regulations from the District General Regulations. In its place, the Department is proposing a new Statewide Regulation for Brook Trout in Section 5.84 which will allow the harvest of up to 10 Brook Trout less than 10 inches per day in all inland trout waters, year-round. Because of the remoteness of these fisheries and for simplification purposes, the Department is proposing to expand the Brook Trout bonus bag and possession limit to inland trout waters statewide. Exceptions to this Brook Trout bonus bag limit include all waters listed in Section 7.50, Trout Waters with Special Fishing Regulations, and Red Lake in Alpine County, which is managed as a trophy Brook Trout fishery.

Add Section 5.89. Salmon

This Section will be added only to refer readers to the appropriate regulatory sections for salmon and steelhead, which are not the focus of this current rulemaking, but may be for a subsequent one (i.e., Phase II).

Add Section 7.40. Alphabetical List of Hatchery Trout, Hatchery Steelhead, and Salmon Waters with Special Fishing Regulations

For simplification purposes, the Department is proposing to separate the trout special fishing regulation waters (inland waters) from the salmon and steelhead special fishing regulation waters (anadromous waters). The special fishing regulations for trout will remain in Section 7.50. This requires a new regulatory section be created for the hatchery trout, hatchery steelhead and salmon special fishing regulation waters (abbreviated "HSS" per the coding outlined in the trout menu). The proposed new section is Section 7.40, Alphabetical List of Hatchery Trout, Hatchery Steelhead, and Salmon Waters with Special Fishing Regulations. The existing language in subsections 7.50(a)(1)-(6) will be included in the new Section 7.40, but references to trout will be replaced with salmon and steelhead. All the special waters indicated by the coding "HSS" in the subsection 7.50(b) table are moved into the new 7.40 table, and aside from this move, are not proposed to be altered as part of this rulemaking. Approximately 185 individual waters, or reaches of waters, are proposed to be moved from subsection 7.50(b) to the new 7.40 table.

Proposed Changes Without Regulatory Effect

Amend Section 3.00. Fishing Hours.

The reference in subsection (a)(1)(B) Heenan Lake, (Alpine Co.) is changed to subsection 7.50(b)(56) because of renumbering in the section.

Amend Section 4.00. Bait - General.

The reference in subsection (d) Hat Creek is changed to subsection 7.50(b)(55) because of renumbering in the section.

Amend Section 5.00 Black Bass Special Regulations.

Remove the special closure language (b)(14), Eastman Lake. This language was removed from the sport fishing regulations in 2017.

Subsection (a) title, General Statewide Restrictions, is changed to read General Statewide Regulations to be more accurate and consistent with other statewide regulations sections in Title 14.

Subsection (a)(1) is being amended to specify that the Black Bass 12 inch minimum size limit is to be measured in total length. This requirement is already specified in subsection 5.00(b). It is being added to Section 5.00(a)(1) to provide additional clarity.

Benefits of the Proposed Regulations

It is the policy of this State to encourage the conservation, maintenance, and utilization of the living resources of the ocean and other waters under the jurisdiction and influence of the State for the benefit of all the citizens of the State and to promote the development of local fisheries and distant water fisheries based in California in harmony with international law. The objectives of this policy include, but are not limited to, the maintenance of sufficient populations of all species of aquatic organisms to ensure their continued existence, and the maintenance of a sufficient resource to support a reasonable sport use. Adoption of scientifically-based trout seasons, size limits, and bag and possession limits provides for the maintenance of sufficient populations of trout to ensure their continued existence.

The benefits of the proposed regulations include up to date and streamlined trout fishing regulations that are consistent statewide, consistency with federal fishery management goals, sustainable management of California's trout fisheries, promotion of the general health and welfare of California residents, and promotion of businesses that rely on sport fishing throughout the state. The proposed changes will provide benefits by maximizing trout fishing opportunity, where possible, through the proposed extensions of fishing seasons and increases in bag and possession limits on both district and special regulations waters without adversely affecting native and non-native wild trout populations. The proposed regulatory changes may increase participation in sport fishing by new anglers, and increased retention of existing angler through simpler regulations facilitating ease of compliance and comprehension.

Consistency and Compatibility with Existing Regulations

Article IV, Section 20 of the State Constitution specifies that the Legislature may delegate to the Fish and Game Commission such powers relating to the protection and propagation of fish and game as the Legislature sees fit. The Legislature has delegated to the Commission the power to regulate

recreational fishing in waters of the state (Fish and Game Code sections 200, 205, 315 and 316.5). The Commission has reviewed its own regulations and finds that the proposed regulations are neither inconsistent nor incompatible with existing state regulations. The Commission has searched the California Code of Regulations and finds no other state agency regulations pertaining to trout sport fishing seasons, bag, and possession limits.



■ Print

MEETING DATE October 6, 2020

TIME REQUIRED

SUBJECT California Department of Water

Resources Letter re: Delta Water

Conveyance Facilities

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

The California Department of Water Resources is currently undertaking environmental review and related planning and design activities regarding new Delta conveyance facilities. The facilities under review would transport water from new intake points on the Sacramento River at the northern edge of the Delta through an underground tunnel running below the natural waterways of the Delta to export facilities at the southern edge of the Delta.

RECOMMENDED ACTION:
FISCAL IMPACT:
CONTACT NAME: Queenie Barnard PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov
SEND COPIES TO:
MINUTE ORDER REQUESTED: TYES V NO
ATTACHMENTS:
Click to download Letter

History

 Time
 Who
 Approval

 10/1/2020 10:55 AM
 County Administrative Office
 Yes

 9/22/2020 1:11 PM
 County Counsel
 Yes

 9/30/2020 3:23 PM
 Finance
 Yes



SEP 1/5 2020

Dear Interested Party:

OFFICE OF THE CLERK

You are receiving this information because you previously indicated your interest to the California Department of Water Resources (Department) regarding Delta water conveyance facilities. The information below relates to a judicial validation proceeding for the proposed revenue bond financing for the environmental review, planning, and if ultimately approved, construction of such conveyance facilities.

The Department operates facilities which store, transport and deliver water to urban and agricultural water agencies throughout the State. Since 1960, the Department has approved, planned and constructed a system of water storage and transportation and power generation facilities (the Project). Currently, Project water is conveyed across the Sacramento-San Joaquin Delta (Delta) through the natural channels of the Delta formed by the confluence of the Sacramento and San Joaquin Rivers, as those channels have been modified over the past 150 years.

The Department is currently undertaking environmental review and related planning and design activities regarding new Delta conveyance facilities. The facilities under review would transport water from new intake points on the Sacramento River at the northern edge of the Delta through an underground tunnel running below the natural waterways of the Delta to export facilities at the southern edge of the Delta. The revenue bond financing mechanism involved in the validation action is intended to finance these review and planning activities, and subject to specific conditions precedent, construction of such facilities. Bonds for construction cannot be issued unless those conditions precedent are satisfied, which include regulatory and statutory requirements regarding the physical and environmental aspects of approving, constructing, and operating Delta conveyance facilities.

A validation action is a judicial proceeding in which a governmental agency, like the Department, can confirm the validity of a proposed financial transaction before it commits to or undertakes the transaction. The most common use of a validation action is to confirm the validity of an agency's bonds and the official actions authorizing bonds before the bonds are issued. The legal effect of a validation action is limited to the bonds and bond authorizations. Matters such as compliance with environmental and other regulatory requirements that may be applicable to a physical project will not be determined in the validation action.

The Department has initiated the validation action in Sacramento County Superior Court (Case No. 34-2020-00283112). The Department seeks a judgment confirming the validity of revenue bonds the Department authorized to pay for the environmental review, planning and design, and if approved and subject to the specific conditions precedent, construction of Delta conveyance facilities. The Department is not seeking in the validation proceeding a determination that it has complied with all legal prerequisites that may apply to approval and/or implementation of any Delta conveyance facility.

Any interested person may appear and contest a validation action, subject to specific time limits and procedural requirements. In the Department's validation proceeding, interested persons must appear, in conformance with applicable legal and procedural requirements, not later than October 30, 2020.

Copies of the Department's validation complaint and the legal summons that corresponds to the complaint are available on the Department's website, at this link: https://water.ca.gov/Programs/State-Water-Project/Delta-Conveyance/Public-Information.



☐ Print

PERSONS

MEETING DATE October 6, 2020

TIME REQUIRED

SUBJECT Letter re: Bridgeport Businesses

Letter re: Bridgeport Businesses
Violating Public Health Orders

APPEARING
BEFORE THE
BOARD

AGENDA DESCRIPTION:

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

Letter to the Board regarding concerns over Bridgeport businesses not following public health orders.

RECOMMENDED ACTION:
FISCAL IMPACT:
CONTACT NAME: Queenie Barnard PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov
SEND COPIES TO:
MINUTE ORDER REQUESTED: YES NO
ATTACHMENTS:
Click to download

History

<u>Letter</u>

TimeWhoApproval10/1/2020 12:45 PMCounty Administrative OfficeYes10/1/2020 9:51 AMCounty CounselYes10/1/2020 11:35 AMFinanceYes

From: Mono County California via Mono County California <noreply@mono.ca.gov>

Sent: Sunday, September 20, 2020 11:28 AM To: Robert Lawton To: Robert Lawton </pre

Subject: Form submission from: Contact the County

Submitted on Sunday, September 20, 2020 - 11:28am Submitted by anonymous user: 72.34.119.26 Submitted values

Name: k. henders

E-mail Address: rankinolivegrove@gmail.com County Department: County Administrative Officer Comments: I would like this to go to the Mono County Board of Supervisors as public comment, I already sent it to your health department. I am not sending it to Bridgeport City Council, if there is one, because it seems the entire town does not care: In Bridgeport the restaurant workers are often not wearing masks, or they are wearing them under their noses or chins. Or, they are letting patrons in without masks. The only establishment I have visited that seems to be doing it in a way to prevent spreading COVID-19 is the little independent grocery store in the center of town. For instance, the two burger shacks with the bank inbetween, the workers were not wearing masks or wearing them in a useless way and talking to each other in that small space over the food. One worker even grabbed food with her fingers and put it in her mouth without washing her hands. They do not hand sanitize between food/cutlery/napkins and money handling. When I asked about this at the burger joint to the right/south of the bank, I was called a ordered off the property. Bridgeport Inn and the brewery, the wait staff is wearing masks but allow people in who are not. Of note, the brewery allowed two locals in without masks and one of the locals stood with his head in the aperature the food is handed out to the patrons and he was literally bellowing into the kitchen with no mask. At Bridgeport Inn, they make you wait in the little lobby with the door closed behind you and people are just inches away without a mask. When I told the older waitress I would wait outside, the guy not wearing a mask apologized and she looked at him apologetically and said "No, you're fine". Both sides of the confined dining spaces were jammed with people eating, talking, and no masks. I realize you cannot eat with a mask on, but there is such a possible spread because of this.



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MEETING DATE October 6, 2020

TIME REQUIRED

SUBJECT

NACo Nomination Letters

PERSONS

APPEARING
BEFORE THE
BOARD

AGENDA DESCRIPTION:

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

Letters from National Association of Counties (NACo) to Board of Supervisors regarding nominations as members of the Public Lands Policy Steering Committee, Community, Economic and Workforce Development Policy Steering Committee, Agriculture and Rural Affairs Policy Steering Committee, and Human Services and Education Policy Steering Committee.

History

Time	Who	Approval
10/1/2020 10:55 AM	County Administrative Office	Yes
9/29/2020 10:59 AM	County Counsel	Yes
9/30/2020 3:23 PM	Finance	Yes



SEP 2 2 2020

OFFICE OF THE CLERK

Hon. Stacy Corless PO Box 715 Bridgeport, CA 93517

Dear Hon. Stacy Corless,

As president of the National Association of Counties (NACo), it is my pleasure to confirm your nomination as a member of the Public Lands Policy Steering Committee and offer my congratulations!

National Committee membership is a serious responsibility that takes commitment, but it is also a rewarding experience. NACo's strength is in our committees, and your active participation will add to that strength. The expertise and engagement of our steering committee members like you is a major reason why Congress and federal agencies often look to NACo for feedback on legislative policy decisions being made in Washington D.C. This nomination to a NACo steering committee also presents a great opportunity to share with and learn from your county colleagues.

As a member of the Public Lands Policy Steering Committee, it is important to stay informed of legislative and regulatory action relevant to your committee. Your NACo committee liaison is Jonathan Shuffield (jshuffield@naco.org). Jonathan will send regular email correspondence to committee members, and you are responsible for reviewing the information supplied and responding accordingly.

As a member of a NACo steering committee, you are expected to participate in our monthly conference calls and attend both NACo's Legislative Conference and Annual Conference. Monthly conference calls are a great way to stay up to date on developments from Capitol Hill and provide a platform to discuss county issues with your colleagues across the nation. Please note the following dates and locations for the upcoming conferences:

NACo's 2021 Legislative Conference, February 20 – 24, 2021 in Washington, DC NACo's 2021 Annual Conference, July 16-19 in Travis County/Austin, Texas

Again, congratulations on your nomination to the Public Lands Policy Steering Committee. This promises to be an exciting year and I look forward to working closely with you to further the goals of our nation's counties.

Sincerely,

Hary W. moore



SEP 2 2 2020

OFFICE OF THE CLERK

Hon. Bob Gardner PO Box 715 Bridgeport, CA 93517

Dear Hon. Bob Gardner,

As president of the National Association of Counties (NACo), it is my pleasure to confirm your nomination as a member of the Public Lands Policy Steering Committee and offer my congratulations!

National Committee membership is a serious responsibility that takes commitment, but it is also a rewarding experience. NACo's strength is in our committees, and your active participation will add to that strength. The expertise and engagement of our steering committee members like you is a major reason why Congress and federal agencies often look to NACo for feedback on legislative policy decisions being made in Washington D.C. This nomination to a NACo steering committee also presents a great opportunity to share with and learn from your county colleagues.

As a member of the Public Lands Policy Steering Committee, it is important to stay informed of legislative and regulatory action relevant to your committee. Your NACo committee liaison is Jonathan Shuffield (jshuffield@naco.org). Jonathan will send regular email correspondence to committee members, and you are responsible for reviewing the information supplied and responding accordingly.

As a member of a NACo steering committee, you are expected to participate in our monthly conference calls and attend both NACo's Legislative Conference and Annual Conference. Monthly conference calls are a great way to stay up to date on developments from Capitol Hill and provide a platform to discuss county issues with your colleagues across the nation. Please note the following dates and locations for the upcoming conferences:

NACo's 2021 Legislative Conference, February 20 - 24, 2021 in Washington, DC NACo's 2021 Annual Conference, July 16-19 in Travis County/Austin, Texas

Again, congratulations on your nomination to the Public Lands Policy Steering Committee. This promises to be an exciting year and I look forward to working closely with you to further the goals of our nation's counties.

Sincerely,



SEP 2 2 2020

OFFICE OF THE CLERK

Hon. Jennifer Kreitz PO Box 715 Bridgeport, CA 93517-0715

Dear Hon. Jennifer Kreitz,

As president of the National Association of Counties (NACo), it is my pleasure to confirm your nomination as a member of the Community, Economic and Workforce Development Policy Steering Committee and offer my congratulations!

National Committee membership is a serious responsibility that takes commitment, but it is also a rewarding experience. NACo's strength is in our committees, and your active participation will add to that strength. The expertise and engagement of our steering committee members like you is a major reason why Congress and federal agencies often look to NACo for feedback on legislative policy decisions being made in Washington D.C. This nomination to a NACo steering committee also presents a great opportunity to share with and learn from your county colleagues.

As a member of the Community, Economic and Workforce Development Steering Committee, it is important to stay informed of legislative and regulatory action relevant to your committee. Your NACo committee liaison is Daria Daniel (ddaniel@naco.org). Daria will send regular email correspondence to committee members, and you are responsible for reviewing the information supplied and responding accordingly.

As a member of a NACo steering committee, you are expected to participate in our monthly conference calls and attend both NACo's Legislative Conference and Annual Conference. Monthly conference calls are a great way to stay up to date on developments from Capitol Hill and provide a platform to discuss county issues with your colleagues across the nation. Please note the following dates and locations for the upcoming conferences:

NACo's 2021 Legislative Conference, February 20 – 24, 2021 in Washington, DC NACo's 2021 Annual Conference, July 16-19 in Travis County/Austin, Texas

Again, congratulations on your nomination to the Community, Economic and Workforce Development Policy Steering Committee. This promises to be an exciting year and I look forward to working closely with you to further the goals of our nation's counties.

Sincerely,

Hary W. Moore



Hon. John Peters PO Box 128 Bridgeport, CA 93517

Dear Hon. John Peters,

As president of the National Association of Counties (NACo), it is my pleasure to confirm your nomination as a member of the Agriculture and Rural Affairs Policy Steering Committee and offer my congratulations!

National Committee membership is a serious responsibility that takes commitment, but it is also a rewarding experience. NACo's strength is in our committees, and your active participation will add to that strength. The expertise and engagement of our steering committee members like you is a major reason why Congress and federal agencies often look to NACo for feedback on legislative policy decisions being made in Washington D.C. This nomination to a NACo steering committee also presents a great opportunity to share with and learn from your county colleagues.

As a member of the Agriculture and Rural Affairs Steering Committee, it is important to stay informed of legislative and regulatory action relevant to your committee. Your NACo committee liaison is Arthur Scott (ascott@naco.org). Arthur will send regular email correspondence to committee members, and you are responsible for reviewing the information supplied and responding accordingly.

As a member of a NACo steering committee, you are expected to participate in our monthly conference calls and attend both NACo's Legislative Conference and Annual Conference. Monthly conference calls are a great way to stay up to date on developments from Capitol Hill and provide a platform to discuss county issues with your colleagues across the nation. Please note the following dates and locations for the upcoming conferences:

NACo's 2021 Legislative Conference, February 20 – 24, 2021 in Washington, DC NACo's 2021 Annual Conference, July 16-19 in Travis County/Austin, Texas

Again, congratulations on your nomination to the Agriculture and Rural Affairs Policy Steering Committee. This promises to be an exciting year and I look forward to working closely with you to further the goals of our nation's counties.

Sincerely,

Lary W. Moore



Hon. John Peters PO Box 128 Bridgeport, CA 93517

Dear Hon. John Peters,

As president of the National Association of Counties (NACo), it is my pleasure to confirm your nomination as a member of the Human Services and Education Policy Steering Committee and offer my congratulations!

National Committee membership is a serious responsibility that takes commitment, but it is also a rewarding experience. NACo's strength is in our committees, and your active participation will add to that strength. The expertise and engagement of our steering committee members like you is a major reason why Congress and federal agencies often look to NACo for feedback on legislative policy decisions being made in Washington D.C. This nomination to a NACo steering committee also presents a great opportunity to share with and learn from your county colleagues.

As a member of the Human Services and Education Policy Steering Committee, it is important to stay informed of legislative and regulatory action relevant to your committee. Your NACo committee liaison is Rachel Mackey (Merker) (rmerker@naco.org). Rachel will send regular email correspondence to committee members, and you are responsible for reviewing the information supplied and responding accordingly.

As a member of a NACo steering committee, you are expected to participate in our monthly conference calls and attend both NACo's Legislative Conference and Annual Conference. Monthly conference calls are a great way to stay up to date on developments from Capitol Hill and provide a platform to discuss county issues with your colleagues across the nation. Please note the following dates and locations for the upcoming conferences:

NACo's 2021 Legislative Conference, February 20 – 24, 2021 in Washington, DC NACo's 2021 Annual Conference, July 16-19 in Travis County/Austin, Texas

Again, congratulations on your nomination to the Human Services and Education Policy Steering Committee. This promises to be an exciting year and I look forward to working closely with you to further the goals of our nation's counties.

Sincerely,

Lary W. Moore

WASHINGTON, DC 20001 | 202.393.6226 FAX 202.393.2630 | www.NACo.org



Print

MEETING DATE	October 6,	2020
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TIME REQUIRED

SUBJECT

Federal Energy Regulatory Commission (FERC) Letter re: Incident Report for a Ruptured Penstock Leading to the Poole

Powerhouse

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

A letter from Frank L. Blackett, P.E., Federal Energy Regulatory Commission Regional Engineer, to James A. Buerkle, Southern California Edison Company Director of Generation, in response to a letter from Wayne Allen who submitted an incident report for a ruptured penstock leading to the Poole Powerhouse, which is part of the Lee Vining Creek Project, FERC No. 1388.

RECOMMENDED ACTION:
FISCAL IMPACT:
CONTACT NAME: Queenie Barnard PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov
SEND COPIES TO:
MINUTE ORDER REQUESTED: YES NO
ATTACHMENTS:
Click to download Letter

History

TimeWhoApproval10/1/2020 10:56 AMCounty Administrative OfficeYes9/29/2020 10:59 AMCounty CounselYes



SEP 2 9 2020

FEDERAL ENERGY REGULATORY COMMISSION

Office of Energy Projects

OFFICE OF THE CLERK

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

13) 309-3300 Office – (413) 309-3322 Facsimile

September 16, 2020

In reply refer to: Project No. 1388-CA

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

Re: 12.10(a) Incident Report - Poole Powerhouse Penstock Leak Incident Report

Dear Mr. Buerkle:

This is in response to a letter dated September 3, 2020 from Mr. Wayne Allen that submitted the 12.10(a) incident report for a ruptured penstock leading to the Poole Powerhouse, which is part of the Lee Vining Creek Project, FERC No. 1388. We have reviewed the submittal, and we have no comments.

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

Sincerely,

Frank L. Blackett, P.E.

Blackett

Regional Engineer



☐ Print

MEETING DATE October 6, 2020

TIME REQUIRED

SUBJECT Southern California Edison (SCE)

Letter re: Lundy Hydroelectric Project

BEFORE THE

Outage

PERSONS
APPEARING
BEFORE THE
BOARD

AGENDA DESCRIPTION:

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

A letter from Cal Rossi, SCE Government Relations Manager, to the Board regarding the Lundy Hydroelectric Project Outage scheduled to begin October 1, 2020.

RECOMMENDED ACTION:
FISCAL IMPACT:
CONTACT NAME: Queenie Barnard PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov
SEND COPIES TO:
MINUTE ORDER REQUESTED: ☐ YES ☑ NO
ATTACHMENTS:
Click to download Letter

History

Time	Who	Approval
10/1/2020 10:56 AM	County Administrative Office	Yes
9/30/2020 12:00 PM	County Counsel	Yes
9/30/2020 3:55 PM	Finance	Yes

From: Calvin Rossi < <u>Calvin.Rossi@sce.com</u>>
Sent: Tuesday, September 29, 2020 3:58 PM

To: Stacy Corless < scorless@mono.ca.gov; Bob Gardner < bgardner@mono.ca.gov; Jennifer Kreitz

 $<\!\!\underline{\mathsf{ikreitz@mono.ca.gov}}\!\!>; \mathsf{John\ Peters}<\!\!\underline{\mathsf{ipeters@mono.ca.gov}}\!\!>; \mathsf{Fred\ Stump@mono.ca.gov}\!\!>; \mathsf{Shannon\ Kendall}$

<skendall@mono.ca.gov>

Subject: Lundy Hydroelectric Project Outage

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

Madam Chair, Members of the Mono County Board of Supervisors:

I am following up with the final details for the Lundy Hydroelectric Project (Project) outage scheduled to begin on Thursday, October 1, 2020. As you know, Mono County (County) by letter dated April 30, 2020, wrote to Southern California Edison (SCE), regarding SCE's then-plans to perform maintenance and repairs to the Project beginning in May 2020. To avoid impairment of its water rights, the County's April 30 letter requested that SCE postpone its planned maintenance and repair work "until later in the year when the maintenance and repairs may be performed with less injury and impairment of the County's rights but prior to the onset of winter's colder temperatures."

As you know, SCE accommodated the County's request. SCE did not begin the planned outages for maintenance and repair in May 2020. Instead, SCE and County staff worked closely over the summer to ensure the County received its water rights entitlement, to accommodate the County's desire to irrigate its lands until the fall. On several occasions, in fact, SCE fulfilled the County's request to release water into the Upper Conway.

In the spirit of this cooperative effort, my email today is simply to remind the County that SCE's deferred maintenance and repair work, including the associated water release outage that is needed safely isolate the project's penstock for needed repairs, is scheduled to begin on Thursday, October 1, 2020. While this outage will cause some short-term flow release changes, the repairs include the Tanner gate that controls flows into Upper Conway, thus improving long-term efficiency and control for future deliveries.

During the outage, SCE will deliver 8 cfs to the Adair ditch (representing the BLM and County's water rights). This configuration will remain throughout the two weeks. Afterward, SCE will continue to coordinate with the County on the resumption of water deliveries through the powerhouse.

Although County staff and SCE discussed these details in our September 16 meeting, I just wanted to communicate these plans to the Supervisors in writing, and to remind the County of SCE's plans, which will begin this week.

Please let me know if you have any questions about this plan. We appreciate the County's continued cooperation and flexibility in this matter.

Sincerely,

Cal Rossi Gov't Relations Manager Southern California Edison (559) 331-4555



Print

MEETING DATE October 6, 2020 **Departments: Sheriff, Public Works**

TIME REQUIRED 20 minutes **PERSONS** Sheriff Braun, County Counsel Simon

SUBJECT Update on Wildfires and Review of

APPEARING BEFORE THE Open Fire Ban; Urgency Ordinance **BOARD**

AGENDA DESCRIPTION:

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

Update and discussion regarding status of wildfires across the State and in Mono County. Weekly review of need for Urgency Ordinance Prohibiting Open Fires on Private Property Within the Unincorporated Area of Mono County Due to Extreme Fire Danger.

RECOMMENDED ACTION:

Consider and potentially adopt Urgency Ordinance Continuing Prohibition of Open Fires within the Unincorporated Areas of Mono County; Providing Direction for the Reopening of Lundy Campground; and Superseding and Replacing Mono County

History

Time Who **Approval**

10/1/2020 10:54 AM	County Administrative Office	Yes
9/30/2020 12:00 PM	County Counsel	Yes
9/23/2020 9:22 AM	Finance	Yes

County Counsel Stacey Simon OFFICE OF THE COUNTY COUNSEL

Telephone 760-924-1700

760-924-1701

Facsimile

Assistant County Counsels Christian E. Milovich

Anne L. Frievalt
Jason T. Canger

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

Office Manager
Vacant

To:	Board of Supervisors
From:	Stacey Simon
Date:	October 6, 2020
Re:	Urgency ordinance continuing prohibition on open fires and memorializing direction for the opening of Lundy Campground
Recommende Adopt propos	ed Action ed urgency ordinance. Provide any other desired direction to staff.
Economic E	n Focus Areas Met Base
Fiscal Impac None.	t
specified exce	r 8, 2020, the Board adopted an urgency ordinance banning open fires (with eptions) and closing the County-owned campground in Lundy Canyon, in order to ditions that could contribute to the an increase in wildfire activity in the County
_	r 15, 2020, the Board reviewed the open fire ban and campground closure and at Lundy Campground should reopen at such time as the U.S. Forest Service opens

The proposed ordinance would memorialize the Board's updated direction regarding Lundy Campground and provide discretion to staff to re-close the campground if specified conditions exist (e.g., if the Inyo National Forest campgrounds are again closed or fire conditions otherwise warrant). The ordinance would supersede and replace ORD20-09, which would no longer be in effect.

its campgrounds within the Inyo National Forest. The open fire ban was not modified and will

continue to be reviewed at each regular meeting of the Board.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1704 or 760-648-3270.



ORDINANCE NO. ORD20-__

AN URGENCY ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS CONTINUING PROHIBITION OF OPEN FIRES ON PRIVATE PROPERTY WITHIN THE UNINCORPORATED AREAS OF MONO COUNTY; PROVIDING DIRECTION FOR THE REOPENING OF LUNDY CAMPGROUND; AND SUPERSEDING AND REPLACING MONO COUNTY ORDINANCE ORD20-09

WHEREAS, on June 27, 2020, citing ongoing drought conditions, well below average rain and snowfall, and extreme dry conditions, the Inyo National Forest and Bureau of Land Management Bishop Office issued restrictions on open fires on federal lands in the Eastern Sierra, which restrictions remain in effect; and

WHEREAS, thereafter, on September 7th, California's Governor Gavin Newsom declared a state of emergency in five California Counties due to the existence of 25 major wildfires which had at that time collectively burned more than 1.2 million acres across the State and have now burned more than 4 million acres; and

WHEREAS, also on September 7th, the United States Forest Service closed eight National Forests in California due to extreme fire conditions, this closure included the Inyo National Forest which encompasses portions of both Mono and Inyo Counties; and

WHEREAS, the Slink Fire, which was first reported on August 29, 2020, continues to burn in the northern Mono County area, and has now impacted more than 26,000 acres while the Creek Fire to the west of Mammoth Lakes has burned more than 30,000 acres; and

WHEREAS, in light of the extreme fire danger facing both the State as a whole, and Mono County specifically, the Mono County Board of Supervisors adopted an urgency ordinance on September 8, 2020, (ORD20-09) prohibiting the maintenance of open fires on private lands within the County and directing staff to close the County-operated campground at Lundy Lake; and

WHEREAS, no end-date was initially provided for the ban on open fires or the Lundy Campground closure and direction was instead given that the restrictions be reviewed at every subsequent meeting of the Board to determine continued necessity; and

WHEREAS, the Board has now determined that Lundy Campground should reopen at such time as the U.S. Forest Service determines that it is safe and appropriate to open its campgrounds within the Inyo National Forest; and

WHEREAS, this ordinance supersedes and replaces urgency ordinance ORD20-09 and is therefore adopted on an urgency basis due to the immediate need to take action to protect the

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1 2	public health, safety and welfare of the citizens and natural environment of Mono County from further harm and risk due to extreme wildfire and fire hazard conditions, the lack of firefighting resources statewide and extreme dry conditions in Mono County as stated in ORD20-09;
3 4	NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS that:
56	SECTION ONE: The above recitals are adopted as findings of the Board of Supervisors.
7 8 9	SECTION TWO : The closure of Lundy Campground shall remain in effect only until such time as the U.S. Forest Service reopens its campgrounds within the Inyo National Forest. Discretion is hereby provided to staff to determine whether to again close Lundy Campground if an additional U.S. Forest Service campground closure order is issued for the Inyo National Forest, or if conditions otherwise so warrant.
11 12 13	SECTION THREE : Outdoor fires, including campfires, bonfires, pit fires, or any other open flame fire (but excluding propane or charcoal barbecues used for cooking) shall continue to be prohibited on all private lands within the unincorporated area of Mono County. This prohibition shall be reviewed by the Board at each regular meeting of the Board of Supervisors, until terminated by action of the Board.
14 15 16 17	SECTION FOUR : This ordinance supersedes and replaces, in its entirety, ORD20-09, and shall become effective immediately upon its adoption as an urgency measure pursuant to Government Code sections 65858 and 25123. The Clerk of the Board of Supervisors shall post this ordinance and also publish it or a summary hereof in the manner prescribed by Government Code section 25124 no later than 15 days after the date of its adoption.
18 19	PASSED, APPROVED and ADOPTED this 6 th day of October, 2020, by the following vote, to wit:
20	AYES:
21	NOES:
22	ABSENT:
23	ABSTAIN:
24	Stacy Corless, Chair
25	Mono County Board of Supervisors
26	
27 28	ATTEST: APPROVED AS TO FORM:
29	Clark of the Deard
30	Clerk of the Board County Counsel
31	
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☐ Print

MEETING DATE October 6, 2020

Departments: Elections

TIME REQUIRED 10 minutes PERSONS Shannon Kendall

SUBJECT Election Update APPEARING BEFORE THE

BOARD

AGENDA DESCRIPTION:

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

Update on November 3, 2020 General Election.

RECOMMENDED ACTION: None, informational only.
FISCAL IMPACT: None.
CONTACT NAME: Shannon Kendall PHONE/EMAIL: 760-932-5533 / skendall@mono.ca.gov
SEND COPIES TO:
MINUTE ORDER REQUESTED:

ATTACHMENTS:

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No Attachments Available

History

Time Who Approval

 10/1/2020 10:48 AM
 County Administrative Office
 Yes

 9/21/2020 12:06 PM
 County Counsel
 Yes

 9/23/2020 9:21 AM
 Finance
 Yes



■ Print

MEETING DATE	October 6,	2020
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Departments: CAO

TIME REQUIRED 30 minutes PERSONS Dave Wilbrecht, Dr. Tom Boo

SUBJECT COVID-19 (Coronavirus) Update APPEARING BEFORE THE

BOARD

AGENDA DESCRIPTION:

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

Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health. Specific topics include, but are not limited to:

Discussion of California's Blueprint for a Safer Economy.

RECOMMENDED ACTION: None, informational only.
FISCAL IMPACT: None.
CONTACT NAME: Dave Wilbrecht PHONE/EMAIL: 360-746-9853 / dwilbrecht@mono.ca.gov
SEND COPIES TO:
MINUTE ORDER REQUESTED: YES NO
ATTACHMENTS:
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History

TimeWhoApproval10/1/2020 10:47 AMCounty Administrative OfficeYes9/30/2020 5:51 PMCounty CounselYes

■ Print

MEETING DATE October 6, 2020

Departments: Human Resources/CAO

TIME REQUIRED 5 minutes PERSONS David R Butters

SUBJECT Employment Agreement with Bryan

Wheeler as Public Health Director

BEFORE THE
BOARD

AGENDA DESCRIPTION:

APPEARING

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

Proposed resolution approving a contract with Bryan Wheeler as Director of Public Health, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution R20-____, approving a contract with Bryan Wheeler as Director of Public Health, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

Total cost for the remainder of fiscal year (2020-2021) will be \$146,421 of which \$89,272 is annual salary, and \$57,150 is the cost of benefits. Cost for a full fiscal year is \$199,443 of which \$121,600 is the annual salary and \$77,843 is the cost of benefits and is included in the approved budget.

CONTACT NAME: David R Butters

PHONE/EMAIL: 706-207-2143 / dbutters@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES
☐ NO

ATTACHMENTS:

Click to download

□ Resolution

Agreement - Wheeler

Time	Who	Approval
10/1/2020 10:56 AM	County Administrative Office	Yes
9/30/2020 5:54 PM	County Counsel	Yes
9/30/2020 4:47 PM	Finance	Yes



County of Mono

County Administrative Office

Robert Lawton County Administrative Officer Dave Butters
Human Resources Director

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: October 6, 2020

Subject: Employment Agreement for Bryan Wheeler as Director of Public Health

Recommendation: Approve the Employment Agreement for Bryan Wheeler as Director of Public Health for a term of three years from October 5, 2020 to October 4, 2023.

Background: Bryan Wheeler has been employed as a Health Program Manager by Mono County Public Health Department since July 7, 2016. During the recent recruitment for a Director of Public Health, Bryan Wheeler was the successful candidate and is now being promoted into the Director position.

Fiscal Impact: Total cost for the remainder of fiscal year (2020-2021) will be \$146,421 of which \$89,272 is annual salary, and \$57,150 is the cost of benefits. Cost for a full fiscal year is \$199,443 of which \$121,600 is the annual salary and \$77,843 is the cost of benefits and is included in the approved budget.

For questions, please call Dave Butters at 760-932-5413 or email dbutters@mono.ca.gov.



County employees;

RESOLUTION NO. R20-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH BRYAN A. WHEELER AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYMENT

WHEREAS, the Mono County Board of Supervisors has the authority under Section 25300 of

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Employment Agreement of Bryan A. Wheeler, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Mr. Wheeler. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County. **PASSED AND ADOPTED** this 6th day of October, 2020, by the following vote:

the Government Code to prescribe the compensation, appointment, and conditions of employment of

PASSED AND ADOPTED this 6 th day of Oct	tober, 2020, by the following vote
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
ATTEST:	
	tacy Corless, Chair oard of Supervisors
APPROVED AS TO FORM:	
COUNTY COUNSEL	

EMPLOYMENT AGREEMENT WITH BRYAN A. WHEELER AS MONO COUNTY PUBLIC HEALTH DIRECTOR

This Agreement is entered into by and between Bryan A. Wheeler (Mr. Wheeler) and the County of Mono (County) for the purpose of setting forth the terms and conditions of Mr. Wheeler's employment with the County as Public Health Director.

I. RECITALS

Bryan Wheeler is currently employed by the County as Health Program Manager. The County now wishes to employ Mr. Wheeler as its Director of Public Health on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Wheeler wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

- 1. Mr. Wheeler shall be employed by Mono County as Director of Public Health, serving at the will and pleasure of the County Administrative Officer ("CAO") in accordance with the terms and conditions of this Agreement. Mr. Wheeler accepts such employment. The CAO shall be deemed the "appointing authority" for all purposes with respect to Mr. Wheeler's employment.
- 2. The term of this Agreement shall be October 6, 2020, until October 5, 2023, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Wheeler in writing no later than April 5, 2023, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Wheeler shall have 30 days from April 5, 2023, to notify the County in writing of its breach of this provision and County shall have 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Mr. Wheeler that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Wheeler as a result of the cured breach. If County does not cure the breach following notice by Mr. Wheeler, then the Agreement shall automatically renew for another three years, commencing on the date of its expiration, on the same terms in effect at the time of renewal.
- 3. Mr. Wheeler's initial salary shall be \$10,133 per month. Upon his successful achievement of a set of goals mutually agreed upon by Mr. Wheeler and the CAO, by no later than October 5, 2021, as determined and certified in the sole discretion of the CAO, Mr. Wheeler's salary shall be increased to \$10,667 per month (prior to January 1, 2021) and \$11,013 (after December 31, 2020).

This increase shall be effective the first full payroll period following the date of the CAO's certification. In addition, the Board may unilaterally increase Mr. Wheeler's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Mr. Wheeler's salary. During such negotiations, the County shall consider and discuss the issue of increased compensation with Mr. Wheeler in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

- 4. Mr. Wheeler shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Wheeler understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost, unless provided otherwise by action of the Board of Supervisors. (Note: The foregoing does not add to or take away from the merit leave that Mr. Wheeler was already entitled to for the 2020 calendar year under his former terms of employment.)
- 5. To the extent deemed appropriate by the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Wheeler's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
- 6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Wheeler shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits applicable to PERS members whose membership followed the passage of the Public Employees' Pension Reform Act of 2013 (PEPRA) (currently 2.0% at 62), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented

by the County.

- 7. Mr. Wheeler understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Wheeler cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Wheeler's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, or any benefit that the County does not generally pro-rate for its other part-time employees.
- 8. Consistent with the "at will" nature of Mr. Wheeler's employment, the County Administrative Officer may terminate Mr. Wheeler's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Wheeler understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Mr. Wheeler's employment.
- 9. In the event of termination without cause which occurs after October 5, 2021, Mr. Wheeler shall receive as severance pay a lump sum equal to six months' salary. To the extent that fewer than six full calendar months remain (as of the effective date of the termination) before this Agreement would have expired, Mr. Wheeler shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. Wheeler shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Wheeler that it intends to negotiate a renewal of this Agreement but before this Agreement

- expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.
- 10. Notwithstanding the foregoing, Mr. Wheeler shall not be entitled to any severance pay in the event that the County Administrative Officer has grounds to discipline him on or about the time he or she gives him notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 520 of the Personnel Rules applicable to MCPE or any successor provision, as the same may be amended from time to time. Mr. Wheeler shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
- 11. Mr. Wheeler may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Wheeler shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
- 12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Bryan Wheeler. Consistent with Mr. Wheeler's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Wheeler may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Wheeler's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
- 13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Wheeler's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Wheeler's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243. Mr. Wheeler shall

reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Wheeler is convicted of a crime involving abuse of office or position.

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

III. EXECUTION:

This Agreement is execute	d between the parties on	, 2020.
BRYAN WHEELER	THE COUNTY OF MONO	
APPROVED AS TO FORM:	By: Stacy Corless, Chair Board of Supervisors	
COUNTY COUNSEL	-	



Print

MEETING DATE October 6, 2020

Departments: Public Works

TIME REQUIRED 15 minutes

SUBJECT Termination of

> Town/County/Mammoth Lakes Recreation (MLR) Memorandum of

Understanding (MOU) and Adoption of Town/County MOU relating to Joint

Recreation Position

PERSONS Tony Dublino, Director of Public Works

APPEARING

BEFORE THE

AGENDA DESCRIPTION:

BOARD

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

Discussion and action regarding the termination of the Town/County/MLR Agreement that governed the work and funding of the Eastern Sierra Sustainable Recreation Coordinator, and adopting a new Town/County Agreement for the same purposes.

RECOMMENDED ACTION:

- 1) Approve agreement terminating existing MOU between County, Town and Mammoth Lakes Recreation Regarding the Eastern Sierra Sustainable Recreation Coordinator Position and authorize the Public Works Director to execute termination agreement.
- 2) Approve and authorize Director of Public Works to sign the agreement as presented, or with such minor changes or modifications as may be approved by County Counsel and which do not alter the substantive provisions of the agreement.
- 3) Provide any desired direction to staff.

FISCAL IMPACT:

This agreement replaces an existing agreement and does not alter the effect of the County's current financial contribution of \$50,000 for FY 20/21. The approved budget includes the cost of the proposed position offset by contributions from the Town for a net County cost of \$50,000. The County's contribution is funded with geothermal royalties.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760-932-5459 / tdublino@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES | NO

ATTACHMENTS:

Clic	ck to download
D	<u>Staff Report</u>
D	Termination Agmt
D	Proposed Agreement

History

Time	Who	Approval
10/2/2020 8:47 AM	County Administrative Office	Yes
10/1/2020 3:06 PM	County Counsel	Yes
10/1/2020 2:13 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: October 6th, 2020

To: Honorable Board of Supervisors

From: Tony Dublino, Director of Public Works

Subject: Agreement providing funding for the Eastern Sierra Sustainable Recreation

Coordinator

Recommended Action:

1. Terminate existing MOU between County, Town and Mammoth Lakes Recreation Regarding the Eastern Sierra Sustainable Recreation Coordinator Position.

2. Approve and authorize Director of Public Works to sign the agreement as presented, or with such minor changes or modifications as may be approved by County Counsel and which do not alter the substantive provisions of the agreement.

Fiscal Impact: This agreement replaces an existing agreement and does not alter the effect of the County's current financial contribution of \$50,000 for FY 20/21. The approved budget includes the cost of the proposed position offset by contributions from the Town for a net County cost of \$50,000. The County's contribution is funded with geothermal royalties.

Discussion: In May 2018, the Board became a founding member of the Eastern Sierra Sustainable Recreation Partnership. This Partnership led to the creation of the Eastern Sierra Sustainable Recreation Coordinator (ESSRC) position, which is jointly funded between the County and the Town of Mammoth Lakes.

The County, Town, and Mammoth Lakes Recreation duly recruited for the position and hired Matthew Paruolo as the region's first ESSRC. The position was created within Mammoth Lakes Recreation (MLR) organization, and the Town and County have contributed funding to MLR for the position. Mr. Paruolo has since been an MLR employee, working on recreation-related matters on behalf of the Town and County, reporting and coordinating County efforts with the Director of Public Works.

In spring of 2020, the financial relationship between the Town and MLR changed significantly and put the future stability of the position into question. Town representatives actively advocated for the position to become a County or Town position to allow for more direct work on projects that are considered 'public works.'

The Board recently approved the FY 20/21 budget and allocation list which both reflect this position becoming a County-hired (at-will) position, with the associated Town contribution that is memorialized in the Agreement.

The Town and MLR have discussed the future of the position and agreed that it is appropriate for the position to transition to the County. As such, the existing Agreement must be terminated, and replaced with an agreement between only the Town and the County.

Term: The attached draft includes a term that is supported by Town Manager Holler, which is through June 30, 2023. This represents a 2-year extension of the initial 3-year commitment the Board made, that would have otherwise expired on June 30, 2021. Staff requests the Board discuss and consider this extension of the joint funding as necessary to approve this item for the term proposed, or some other term the Board may support.

The proposed draft has been reviewed by Town Manager Holler and all issues have been agreed to in concept. It is possible that minor language (primarily liability) may change upon further review by legal and Risk, hence the request for Board to approve with 'minor changes or modifications.'

The Town's entry into the Agreement is expected to occur at a Town Council meeting in the immediate future.

If you have any questions regarding this request, please contact me at 760.932.5459 or at tdublino@mono.ca.gov.

Sincerely,

Tony Dublino

Director of Public Works

AGREEMENT TO TERMINATE THE AGREEMENT BETWEEN THE COUNTY OF MONO, THE TOWN OF MAMMOTH LAKES, AND MAMMOTH LAKES RECREATION REGARDING THE "EASTERN SIERRA SUSTAINABLE RECREATION COORDINATOR" POSITION

This Agreement is made and entered into by and between the County of Mono, a political subdivision of the State of California (the "County"); the Town of Mammoth Lakes, a California municipal corporation (the "Town"); and Mammoth Lakes Recreation, a California nonprofit benefit corporation ("MLR"), for the purpose of terminated the AGREEMENT BETWEEN THE COUNTY OF MONO, THE TOWN OF MAMMOTH LAKES, AND MAMMOTH LAKES RECREATION REGARDING THE "EASTERN SIERRA SUSTAINABLE RECREATION COORDINATOR" POSITION (the "Original Agreement"), as more fully described herein.

RECITALS

- A. Hereinafter, the County, the Town, and MLR may be referred to individually as a "Party" and collectively as the "Parties".
- B. On or about September 15, 2018, the Parties entered into the Original Agreement that, among other things, established the Eastern Sierra Sustainable Recreation Coordinator ("Coordinator") position as a full time position within the employment structure of MLR, described the scope of work and division of labor for the Coordinator position, and set forth the roles and responsibilities of the Parties with respect to providing administration and compensation for the Coordinator position. The Original Agreement is attached hereto as Exhibit 1 and incorporated herein by this reference.
- C. Since the Parties execution of the Original Agreement, the Parties' organizational administrations, budgets, and revenues have been affected by factors and conditions outside of any of their control, including but not limited to the global coronavirus pandemic which began to affect the Parties particularly in March 2020 and wildfires threatening the Eastern Sierra region generally and Mammoth Lakes area particularly which began in August 2020.
- D. In light of the foregoing and the continuing and ongoing effects thereof, the Parties now wish to terminate the Original Agreement to eliminate MLR from the arrangement contemplated in the Original Agreement, including the provision of administration and compensation for the Coordinator position, and allow the County and the Town to enter into a new, separate agreement for the administration and compensation of the Coordinator position

NOW THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, with reference to the above Recitals, and intending to be legally bound hereby, the Parties agree as follows:

- 1. Notwithstanding anything in the Original Agreement to the contrary, including but not limited to any provision of Paragraph 7 and Paragraph 18 of the Original Agreement, the Parties herby terminate the Original Agreement effective as of the last date set forth below.
- 2. Promptly following the execution of this Agreement, pursuant to Paragraph 18 of the Original Agreement, MLR shall submit to the County and the Town an invoice or request for reimbursement for any and all work and purchases made by MLR pursuant to the Original Agreement that have not yet been. The County shall pay to MLR the costs of such reimbursement (if any) to the extent that such work and purchases were performed for the County's goals and objectives as described in Paragraph 2 of the Original Agreement, and the Town shall pay to MLR the costs of such reimbursement (if any) to the extent such work and purchases were performed for the Town's goals and objectives as described in Paragraph 2 of the Original Agreement.
- 3. Promptly following the execution of this Agreement, MLR shall refund to the County and the Town any remaining balance from payments made by the County and the Town pursuant to the Original Agreement. Any

refund(s) made by MLR shall be refunded to the County and the Town on a pro-rata basis with the County receiving two-fifths (2/5) and the Town receiving three-fifths (3/5) of any such MLR refund.

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

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE LAST DATE SET FORTH BELOW.

COUNTY OF MONO	TOWN OF MAMMOTH LAKES
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:
APPROVED AS TO FORM	APPROVED AS TO FORM
Mono County Counsel's Office	Mammoth Lakes Town Attorney
MAMMOTH LAKES RECREATION	
By:	
Name:	
Title:	
Date:	

RESOLUTION NO. 18-62

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, APPROVING THE AGREEMENT BETWEEN THE COUNTY OF MONO, THE TOWN OF MAMMOTH LAKES, AND MAMMOTH LAKES RECREATION REGARDING THE "EASTERN SIERRA SUSTAINABLE RECREATION COORDINATOR" POSITION

WHEREAS, this Agreement is entered into by and between the Town of Mammoth Lakes (hereinafter the "Town"), the County of Mono (hereinafter the "County"), and Mammoth Lakes Recreation (hereinafter "MLR"). The Town, County, and MLR are collectively referred to in this Agreement as the "Parties" and individually as a "Party"; and

WHEREAS, both the Town's and the County's economies are largely supported by tourism and recreational revenues generated as a result of the region's spectacular national forests and other public lands; and

WHEREAS, decreased funding from federal sources to support the management of these public lands has negatively impacted recreational experiences for residents and visitors in the region, and will ultimately impact the health of the local economy and the quality of the physical environment; and

WHEREAS, there are opportunities for local agencies to collaborate with federal land management agencies such as the United States Forest Service (USFS) and the Bureau of Land Management (BLM) (collectively the "federal agencies") to better manage, enhance, and plan for public recreation assets and thereby mitigate the impacts of diminishing federal funding; and

WHEREAS, MLR's mission, purpose, and structure makes them a logical partner with the Town and County to operationalize an effort to pursue these opportunities; and

WHEREAS, the Parties each desire to work with the federal agencies to enhance recreational and visitor experiences, contribute to sound land management activities, and preserve and protect the quality of public lands in the region; and

WHEREAS, the Parties have limited resources to commit to such an effort, and in combining resources can accomplish more and have greater impact; and

WHEREAS, MLR, the Town, and County recognize the benefits of regional coordination and collaboration, particularly as it relates to the recreation economy and recreation assets of the Eastern Sierra.

NOW THEREFORE BE IT RESOLVED, that the Town Council of the Town of Mammoth Lakes approves the agreement between the Town of Mammoth Lakes, County of Mono, and

I. TERMS AND CONDITIONS

1. ESTABLISHMENT OF POSITION

MLR has established the full-time position of "Eastern Sierra Sustainable Recreation Coordinator" (hereinafter the "Coordinator") within MLR's employment structure.

In consultation with the County and MLR, the Town shall conduct a recruitment to fill the position and shall schedule interviews. The interview panel shall be composed of at least one representative from each party. Upon agreement of the Parties, the desired candidate shall be selected and the same process shall be followed whenever a vacancy occurs in the position. The individual selected to serve as the Coordinator shall at all times be an employee of MLR, and MLR shall be solely responsible for the salary, benefits, payroll, administration, and all other employment matters related to the Coordinator, as further described in paragraph four, unless specifically provided otherwise in this Agreement.

2. SCOPE OF WORK AND DIVISION OF DUTIES

The Coordinator shall perform those duties set forth in the job description, attached hereto as Exhibit A and incorporated by this reference, or as same may be amended from time-to-time by mutual agreement of the Parties. The work of the Coordinator shall be devoted to County goals and objectives 2/5 of the time, and Town and MLR goals and objectives the remaining 3/5 of the time. The parties may have a mutual interest in certain goals and objectives, and it is understood that work on those mutual goals and objectives is considered part of the work devoted to each Party. MLR shall be responsible for ensuring the Coordinator's time is allocated appropriately and in accordance with this paragraph and for ensuring the Coordinator's work reflects the goals and objectives of each Party.

The Coordinator shall develop and annually revise a "List of Recreation Goals and Objectives" specific to each Party. Each Party's list of goals and objectives will be developed through a process identified by that Party. At least once per year, during the performance evaluation process, the designated agency representatives will meet to review the individual lists and establish overall goals and objectives that include achievable projects of mutual interest as well as those that may be specific to one Party. The Parties will review the allocation of time regularly, not less than twice per year.

3. TERM

The term of this Agreement shall be from September 19, 2018, to June 30, 2021 unless sooner terminated as provided below.

4. EMPLOYEE PAY AND BENEFITS

All pay and benefits for the Coordinator position including, but not limited to, salary, overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, travel, mileage or per diem costs, paid holidays or other paid leaves of absence of any type shall be the sole responsibility of MLR. The salary range for the Coordinator position shall be \$68,000 - \$83,300 annually. Benefits shall be those otherwise provided to employees of MLR. The position shall be at-will and structured by MLR as exempt from the payment of overtime pursuant to the Fair Labor Standards Act.

5. REIMBURSEMENT BY COUNTY AND TOWN

As consideration for the services and work to be provided by MLR to the County pursuant to this Agreement, the County shall reimburse MLR two-fifths of its total costs to employ the Coordinator as set forth in paragraph four, excluding travel, mileage, and per diem payments for work performed by the Coordinator at the request of and solely on behalf of the Town or MLR. The County shall reimburse MLR for any travel, mileage, or per diem costs incurred

by the Coordinator at the request of and solely on behalf of the County. Invoicing and payment shall be as described in paragraph seven below.

As consideration for the services and work to be provided by MLR to the Town pursuant to this Agreement, the Town shall reimburse MLR three-fifths of its total costs to employ the Coordinator as set forth in paragraph four, excluding travel, mileage, and per diem payments for work performed by the Coordinator at the request of and solely on behalf of the County or MLR. The Town shall reimburse MLR for any travel, mileage, or per diem costs incurred by the Coordinator at the request of and solely on behalf of the Town. Invoicing and payment shall be as described in paragraph seven below.

MLR shall not be entitled to, nor receive from County or Town, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered to County or Town under this Agreement.

The cost of any necessary software, tools, or other goods shall be determined by the Party requiring the use of such software, tools, or other goods and shall be considered part of the total cost. The costs of associated legal review, or the cost of extra labor or equipment use are above and beyond the scope of this agreement and shall be considered separately by the Parties.

For the 2018-19 fiscal year, the County has budgetary authority to commit \$50,000 and the Town has budgetary authority to commit \$20,000 out of its General Fund and an additional \$70,000 out of Measure U funds for the purposes of funding the Coordinator position.

6. EVALUATION AND SALARY INCREASES

Once per year that this Agreement is in effect, representatives of the Parties shall conduct an annual performance evaluation to evaluate the costs associated with the Coordinator position, and to evaluate the performance of the individual filling the position. As a part of this evaluation, the Town and the County shall evaluate the establishment of and the progress in achieving each Party's List of Recreation Goals and Objectives and determine whether those benefits are commensurate with the reimbursement provisions of this Agreement. If it is determined that the benefits are not commensurate with those provisions, then the Parties shall either modify the allocation of time/services of the Coordinator or, through amendment to this Agreement, modify the reimbursement provisions provided in paragraph five.

The County, Town, and MLR may mutually agree to adjust the salary or other benefits for the Coordinator based upon the results of the annual performance evaluation. Annual merit increases of up to five percent (5%) may be awarded and the annual salary is not to exceed the maximum amount established in the salary range. Any salary or other increase shall be subject to written approval by all Parties. The Coordinator shall not be entitled to increases as other MLR employees, unless agreed upon by the Parties.

7. NO ADDITIONAL CONSIDERATION/FUNDING LIMITATION

The ability of the Town and 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 Town and County have the option to terminate, reduce, or modify this Agreement, or any of its terms, upon 15 days of notifying MLR of the termination, reduction, or modification of available funding. In the event available funding to only one Party fails, is reduced, or is modified, that Party may, upon 15 days written notice to the other Parties, withdraw from this Agreement. In such event, a remaining Party may terminate or modify this Agreement.

In the event the Parties, either individually or jointly, obtain additional funding for work projects related to this position (e.g., grants), that Party or Parties shall be entitled to retain an administrative fee as eligible under the conditions of the funding. Sources of additional funding shall be obtained with consideration for the joint objectives and priorities established for the position by the Parties. Any additional funding obtained by Town or County shall be used to offset

the cost committed by that individual Party. Any additional funding obtained by MLR shall be used to offset the costs committed by both the Town and County in the proportions described in paragraph five.

8. BILLING AND PAYMENT

On or about the close of each Fiscal Quarter (April 1, July 1, October 1, and January 1) MLR shall prepare an invoice request for reimbursement and submit it to the Town and the County. The Town and County shall reimburse MLR within 30 days of receipt of the request.

9. WORK SCHEDULE

As set forth in this Agreement, the Coordinator will spend, on an annual average, two out of five workdays per week performing duties directly relating to the County's List of Recreation Goals and Objectives and three out of five days performing duties directly relating to the Town's and MLR's List of Recreation Goals and Objectives. The assignment of workdays shall be mutually agreed upon by the designated representatives of the Parties, as identified in paragraph 22, or their designee. For auditing purposes, MLR shall keep a record of the work program and funding sources for specific projects and assignments.

10. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

The Coordinator's default premise shall be the responsibility of MLR. Each Party shall provide such office space, supplies, equipment, vehicles, reference materials, and support services, as are necessary for the successful delivery of the work directed by that Party pursuant to this Agreement. IT support and other equipment such as a laptop and telephone shall be the responsibility of MLR and shall be considered part of the total cost of the position. MLR shall be responsible for planning the work of the Coordinator so that office space, supplies, equipment, vehicles, and other tools are utilized in the most efficient manner.

11. PRODUCTS OF WORK AND SERVICES

Any work products generated (including but not limited to proprietary compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, agreements, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind), that are the result, product, or manifestation of services provided solely to the County under this Agreement are, and at the termination of this Agreement, including but not limited to those described above, that are the result, product, or manifestation of services provided solely to the Town under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the Town. To the extent work products are created as a result of work undertaken at the behest of, or for the benefit of, both the County and the Town, such work products are and shall remain the property of both the County and the Town and each of the County and the Town may make such use of the work products as they desire.

12. STATUS OF TOWN AND COUNTY

All acts of MLR, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as agents, officers, or employees of Town or County. MLR, 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 Town or County, except as expressly provided by law or set forth in Exhibit A. No agent, officer, or employee of MLR is to be considered an employee of Town or County. It is understood by both MLR, Town, and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture.

MLR shall determine the method, details, and means of performing the work and services to be provided to the County and the Town under this Agreement. MLR shall be responsible to County and Town only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subject to County's or Town's control with respect to the physical action or activities of MLR in fulfillment of this Agreement.

13. MUTUAL INDEMNIFICATION

The County agrees, to the fullest extent permitted by law, to hold harmless, defend and indemnify the Town and MLR, their officers, agents, and employees from and against any liabilities, damages, and costs (including reasonable attorneys' fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent or willful acts, errors, and omissions of the County, its employees, or officers.

The Town agrees, to the fullest extent permitted by law to hold harmless, defend and indemnify the County and MLR, their officers, agents, and employees, from any liabilities, damages and costs (including reasonable attorneys' fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent or willful acts, errors, or omissions of the Town, its employees, or agents.

MLR agrees, to the fullest extent permitted by law to hold harmless, defend and indemnify the County and Town, their officers, agents, and employees, from any liabilities, damages and costs (including reasonable attorneys' fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent or willful acts, errors, or omissions of MLR, its employees, or agents.

14. INSURANCE

A. MLR shall procure and maintain, during the entire term of this Agreement or, if work 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 and Town 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 Coordinator.

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

General Liability. A policy of Comprehensive General Liability Insurance, which covers all the work and services to be performed by Coordinator under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death), and personal and advertising injury. Such policy shall provide limits of not less than one million dollars (\$1,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability. Each respective agency shall be responsible for providing Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities and shall be in an amount of not less than \$1,000,000.00 combined limit for each occurrence for work assigned by and carried out on behalf of that agency.

B. <u>Coverage and Provider Requirements.</u> Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Coordinator 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, MLR shall provide County and Town: (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 and applying to the Town of Mammoth Lakes, its agents, officers, and employees, 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 and Town.

C. <u>Deductible</u>, <u>Self-Insured Retentions</u>, and <u>Excess Coverage</u>. Any deductibles or self-insured retentions must be declared and approved by County and Town. If possible, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County and Town, their officials, officers, employees, and volunteers; or MLR shall provide evidence satisfactory to County and Town 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 additional insured and to Town as additional insured.

15. RECORDS AND AUDIT

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

Any authorized representative of the County or Town shall have access to any books, documents, papers, records, including, but not limited to, financial records of MLR, created by MLR in order to carry out this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by MLR. Further, the County and Town have the right, at reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this agreement.

16. NONDISCRIMINATION

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

17. TERMINATION

Any Party may terminate this Agreement, with cause, upon 30 days written notice of such intent to terminate. Upon any such termination, MLR shall be reimbursed for any and all work and purchases made pursuant to this Agreement and not yet reimbursed, and/or shall refund the County and Town on a pro-rata basis any remaining balance from payments made by the County and Town.

18. ASSIGNMENT

This is an Agreement for the personal services of MLR. The Town and County have relied upon the skills, knowledge, experience, and training of MLR and its employees as an inducement to enter into this Agreement. MLR shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the Town and County.

Further, MLR shall not assign any moneys due or to become due under this Agreement without the prior written consent of the Town and County.

19. CONFIDENTIALITY

The Parties to this Agreement agree to comply with various provisions of the federal, state, County and Town laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by the parties during the term of this Agreement, shall be privileged, restricted, or confidential. The Parties to this Agreement agree to keep confidential, all such privileged, restricted, or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by either Party to this Agreement only with the express written consent of the other Party to this Agreement unless disclosure is required by applicable law, including but not limited to, the California Public Records Act, as determined in the discretion of counsel representing the Party(ies) to which the record pertains.

20. 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, County, or Town 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.

21. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California. Venue for any action to interpret or enforce this Agreement shall be in Mono County.

22. NOTICE AND PARTY REPRESENTATIVES

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any Party during the term of this Agreement, which the County or the Town shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to the respective Parties' representatives as follows:

County of Mono: County Administrative Officer P.O. Box 696 Bridgeport, CA 93517

Town of Mammoth Lakes: Town Manager PO Box 1609 Mammoth Lakes, CA 93546

Mammoth Lakes Recreation: Executive Director PO Box 8562 Mammoth Lakes, CA 93546

23. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties, and no representations, inducements, promises, or agreements otherwise between the Parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto. The Parties have been represented by legal counsel in the drafting of this Agreement, or have knowingly waived their right to such representation. Accordingly, the provisions of this Agreement shall not be construed for or against any Party by virtue of the identity of its drafter. This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the Parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS DAY OF	•
Listie S. Chapma County of Mono	
Mammoth Lakes Recreation	
Town of Mammoth Lakes	

EXHIBIT A

Position Description



EASTERN SIERRA SUSTAINABLE RECREATION COORDINATOR

Salary Range: (\$68,000 - \$83,300) Exempt, At-Will

INTRODUCTION

The position is an employee of Mammoth Lakes Recreation (MLR) but by contract between MLR, Mono County, and the Town of Mammoth Lakes, will also provide services on behalf of MLR to the County and the Town, as described below. While much of the work provided by this position will provide benefit to the region generally, specific projects or tasks may be assigned solely by MLR, the County, or the Town for the respective benefit of each. It is expected the position will spend an average of 2/5 of their time engaged in projects and work requested by the County and an average of 3/5 of their time engaged in projects requested by MLR and/or the Town. These ratios may also be satisfied through time spent on projects and work requested by all entities.

DEFINITION

To coordinate engagement efforts between Mammoth Lakes Recreation, the Town of Mammoth Lakes, Mono County, and Federal Land Management Agencies (Inyo National Forest, Humboldt-Toiyabe National Forest, and Bureau of Land Management), and other agencies on short, medium, and long-term planning and implementation efforts involving public lands. To facilitate, expedite, and enable efficient and productive working relationships between federal, state, county, municipal, and other non-agency partners.

SUPERVISION RECEIVED AND EXERCISED

Position reports directly to and receives general supervision from the Mammoth Lakes Recreation Executive Director or designee. Specific Mono-County work assignments to be directed and coordinated by the Mono County Administrative Officer, or designee and specific Town of Mammoth Lakes work assignments to be directed and coordinated by the Town Manager, or designee. Satisfactory work performance will be based in part on feedback from the County and the Town to MLR regarding the position's work performance.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Duties include, but are not limited to:

<u>General</u>

• Work with MLR, Town, County, USFS, and BLM staff, and elected officials (as appropriate) to identify areas of need related to land management and recreation.



- Coordinate inter-agency land management and recreation programs and projects with consideration for multiple agencies and partner's needs; identify and process agreements necessary for the coordination of such projects and programs.
- Facilitate the application, issuance, renewal, and updating of agreements, contracts, and special use permits including but not limited to, infrastructure permits; road permits; multi-use pathway permits; film and media permits; and other related infrastructure permits.
- Represent MLR, the Town of Mammoth Lakes, Mono County, USFS, and other partners at various
 public events and meetings related to trails and recreation; facilitate public outreach efforts;
 make public presentations as necessary.
- Participate in detailed trail planning, design, and construction.
- Assist with the management of third party environmental analysis where appropriate.
- Identify and pursue funding opportunities on behalf of all partners.

Mono County

- Develop, coordinate, and facilitate the implementation of recreational priorities and long-term regional recreation strategies and initiatives for Mono County.
- Organize available labor resources such as volunteers and inmate workforces to assist with identified recreational priorities.
- Identify and pursue grant opportunities for related projects and programs.
- Compile existing work from Mono County's Community Development Department on wayfinding; coordinate and contribute to the regional wayfinding system.
- Coordinate available recreation resources, facility conditions, and projects with the marketing efforts of the Mono County Economic Development Department.
- Develop relevant interpretive materials and programs.

QUALIFICATIONS

Knowledge of:

- USFS special uses permitting processes and procedures.
- Working knowledge and experience with contemporary technology such as GIS, GPS, and various other related software applications.
- Processes and procedures involved in trail planning, design, and construction.
- Complex recreation programs including but not limited to developed recreation; campgrounds, day-use sites; visitor information; dispersed recreation; OHV/OSV; trails; wilderness; ski areas; media and film permitting processes.
- Environmental review processes including NEPA and CEQA and other pertinent federal, state, and local laws, regulations, and policies.



- Principles of project management, planning, and implementation.
- Principles of grant writing and tracking.
- Occupational hazards and standard safety precautions.

Ability to:

- Understand and carry out oral and written directions in accordance with established timelines.
- Work independently in the absence of supervision.
- React with good judgment in emergency situations.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Travel between various work sites within the Eastern Sierra.
- Perform fieldwork requiring hiking over steep and rough terrain, OHV activities, and winter fieldwork including backcountry activities and OSV.

Experience and Training:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Three years of increasingly responsible experience in the facilitation and implementation of recreational infrastructure projects and programs is required. Experience working with federal agencies in the development and management of land-use permits is preferable.

Education

A Bachelor's degree from and accredited college or university with major coursework in Planning, Geography, Land-Use Management, or a related field is required.

Licenses:

Must have (or receive within state required time frame) a valid State of California Class C Driver's License with an acceptable driving record and pass an appropriate background check prior to the hire date.

TOOLS AND EQUIPMENT USED

Use of standard office equipment including a personal computer, phone, copy and fax machine, and various graphic design tools. Use of a motor vehicle and a variety of hand tools used in trail construction



and maintenance. Occasional use of power equipment and small pieces of motorized equipment may be used for related trail work.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to talk, hear, sit, stand, use hands to finger, handle, feel and operate objects, tools and controls, and reach with hands and arms. The employee must frequently lift and/or move up to 40 pounds and occasionally lift and/or move up to 75 pounds. Ability to spend extended periods of time hiking in various terrain is required. Hand-eye coordination is necessary to operate computers, various pieces of office equipment, and trail maintenance and construction tools. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus. Ability to work at altitude in an outdoor setting is required.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed both within an office setting and outside in various weather conditions, which may include extreme cold, windy, wet, and wintery conditions. The employee is occasionally exposed to wet and/or humid conditions or airborne particles including dust and pollen and similar particulates. Employee will frequently be exposed to risks associated with rugged topography and adverse weather conditions. The noise level in the work environment is usually quiet in the office to loud in the field.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

BOARD OF SUPERVISORS COUNTY OF MONO P.O. BOX 715, BRIDGEPORT, CA 93517

Shannon Kendall 760-932-5533 skendall@mono.ca.gov Clerk of the Board

REGULAR MEETING of September 18, 2018

Helen Nunn 760-932-5534 hnunn@mono.ca.gov Assistant Clerk of the Board

MINUTE ORDER M18-201 Agenda Item #5b

TO:

CAO

SUBJECT:

Eastern Sierra Sustainable Recreation Coordinator Agreement between Mono County, the Town of Mammoth Lakes, and Mammoth Lakes Recreation

Approve County entry into proposed agreement, and authorize CAO to execute said Agreement on behalf of Mono County.

Corless moved; Peters seconded

Vote: 5 yes; 0 no

M18-201

AGREEMENT BETWEEN THE COUNTY OF MONO AND THE TOWN OF MAMMOTH LAKES REGARDING THE "EASTERN SIERRA SUSTAINABLE RECREATION COORDINATOR" POSITION

This AGREEMENT BETWEEN THE COUNTY OF MONO AND THE TOWN OF MAMMOTH LAKES REGARDING THE "EASTERN SIERRA SUSTAINABLE RECREATION COORDINATOR" POSITION (this "Agreement") is made and entered into as of October 6, 2020 (the "Effective Date") by and between the County of Mono, a political subdivision of the State of California (the "County"), and the Town of Mammoth Lakes, a California municipal corporation (the "Town"), for the purpose of defining the roles and responsibilities of the County and the Town with respect to the establishment, administration, and compensation for the Eastern Sierra Sustainable Recreation Coordinator ("Coordinator") position, as more fully described herein.

RECITALS

- A. Hereinafter, the County and the Town may be referred to individually as a "Party" and collectively as the "Parties."
- B. Both Parties' economies are largely supported by tourism and recreational revenues generated as a result of the Eastern Sierra region's spectacular national forests and other public lands.
- C. Decreased funding from federal sources to support the management of public lands has negatively impacted recreational experiences for residents and visitors in the region and will ultimately impact the health of the local economy and the quality of the physical environment.
- D. There are opportunities for local agencies to collaborate with federal land management agencies such as the United States Forest Service ("USFS"), National Parks Service, and the United States Bureau of Land Management ("BLM") (collectively, the "Federal Agencies"), State Parks and other public agencies better manage, enhance, and plan for public recreation assets and thereby mitigate the impacts of diminishing federal and other agency funding.
- E. The Parties desire to work with Federal and other agencies to enhance recreational and visitor experiences, contribute to sound land management activities, and preserve, protect and enhance assets, and infrastructure, which add to the value and quality of public lands and user experiences in the Eastern Sierra region.
- F. The Parties have limited resources to commit to such an effort and, in combining resources, can accomplish more and have greater impact.
- G. The Parties recognize the benefits of regional coordination and collaboration, particularly as it relates to the recreation economy and recreation assets of the Eastern Sierra region.
- H. On or about September 15, 2018, the Parties entered into an agreement similar to this one with Mammoth Lakes Recreation ("MLR") establishing the Coordinator position as a full time position within the employment structure of MLR (the "Original Agreement"). The Original Agreement provided, among other things, the scope of work for the Coordinator position as well as the roles and

responsibilities of the County, the Town, and MLR with respect to providing administration and compensation for the Coordinator position.

- I. Since the Previous Agreement was executed, the global coronavirus pandemic beginning in March 2020 and statewide wildfire emergencies beginning in August 2020 have adversely impacted the County's, the Town's, and MLR's organizational administrations and revenues, and thus on or about October 6, 2020, the Parties and MLR entered into an agreement to terminate the Original Agreement.
- J. The Parties now wish to enter into this Agreement to, among other things, ensure the continuation of the Coordinator position and the benefits that it provides to the Eastern Sierra region and again define the County's and the Town's roles and responsibilities with respect to the administration of and compensation for Coordinator position.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, with respect to the above Recitals, and intending to be legally bound hereby, the Parties agree as follows:

1. <u>Establishment Within the County's Employment Structure</u>. As of the Effective Date, the Coordinator position will be a position within the County's employment structure. The Parties may, but need not, initiate a new recruitment for the Coordinator position.

2. Scope of Work and Division of Duties.

- A. The Coordinator shall perform those duties set forth in the job description, attached hereto as Exhibit A (Job Description) and incorporated by this reference, or as the same may be amended from time to time by mutual agreement of the Parties. The work of the Coordinator shall be devoted to the County's goals and objectives two-fifths (2/5) of the time and the Town's goals and objectives three-fifths (3/5) of the time. The Parties may have a mutual interest in certain goals and objectives, and it is understood that the Coordinator's work on those mutual goals and objectives is considered part of the work devoted to each Party. Prior to the beginning of any work, services, or projects related to any mutual goal or objective of the Parties, the Parties shall designate either the County or the Town as the primary stakeholder and beneficiary of the Coordinator's work and efforts and agree that Coordinator's time and costs shall be considered work and services towards that Party's goals and objectives. The County shall be responsible for ensuring the Coordinator's time is allocated appropriately and in accordance with this paragraph and for ensuring the Coordinator's work reflects the goals and objectives of each Party.
- B. The Coordinator shall develop and annually revise a "List of Recreation Goals and Objectives" specific to each Party. Each Party's List of Recreation Goals and Objectives will be developed through a process identified by that Party. At least once per year, during the performance evaluation process set forth in Paragraph 6, each Party's representatives will meet to review the individual lists and establish overall goals and objectives that include achievable projects of mutual interest to the Parties as well as those that may be specific to one Party. The Parties will review the allocation of time regularly, but not less than twice per year.
- 3. <u>Term.</u> The term of this Agreement shall be from October 1, 2020 through June 30, 2023, unless sooner terminated as provided in this Agreement.

4. <u>Coordinator Compensation and Benefits</u>. Subject to Paragraph 5, all compensation and benefits for the Coordinator position including, but not limited to, salary, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, travel, mileage or per diem costs, paid holidays or other paid leaves of absence of any type shall be the responsibility of the County. The salary range for the Coordinator position shall be \$68,000 - \$83,300 annually; salary increases and/or other changes to the Coordinator's compensation and benefits shall be subject to Paragraph 6. Benefits shall be those otherwise provided to employees of the County. The position shall be at-will and structured by the County as exempt from the payment of overtime pursuant to the federal Fair Labor Standards Act, 29 USC 201 et al., as well as all California Labor Code provisions enacted under the authority thereof, as well as any applicable regulations implemented and wage orders issued under both of them.

5. Reimbursement by the Town.

- A. As consideration for the services and work to be provided by the County to the Town pursuant to this Agreement, the Town shall reimburse the County for three-fifths (3/5) of its total costs and expenses to employ the Coordinator as set forth in Paragraph 4, including the costs and expenses of all compensation and benefits provided to the Coordinator consistent with the County's compensation and benefits policies, but excluding travel, mileage, and per diem payments for work performed and/or projects completed by the Coordinator at the request of and solely on behalf of the County.
- B. The cost of any necessary software, tools, or other goods shall be determined by the Party requiring the use of such software, tools, or other goods and shall be considered part of the total cost for the Coordinator position. The costs of associated legal review, or the cost of extra labor or equipment use are above and beyond the scope of this agreement and shall be considered separately by the Parties.
- C. For the 2020-2021 fiscal year, the County has budgetary authority to commit \$50,000.00, and the Town has budgetary authority to commit \$20,000.00 out of its General Fund and an additional \$75,000.00 out of Measure U funds for the purposes of funding the Coordinator position

6. Evaluation and Salary Increases.

- A. Once per year that this Agreement is in effect, representatives of the Parties shall conduct an annual performance evaluation to review the costs associated with the Coordinator position and to evaluate the performance of the individual filling the position. As a part of this evaluation, the Parties shall evaluate the establishment of and the progress in achieving each Party's List of Recreation Goals and Objectives and determine whether those benefits are commensurate with the reimbursement provisions of this Agreement. If it is determined that the benefits are not commensurate with those provisions, then the Parties shall either modify the allocation of time/services of the Coordinator or amend this Agreement to modify the reimbursement provisions provided in Paragraph 5.
- B. The Parties may mutually agree to adjust the salary or other benefits for the Coordinator based upon the results of the annual performance evaluation. Annual merit increases of up to five percent (5%) may be awarded and the annual salary is not to exceed the maximum amount established in the salary range set forth in Paragraph 4. Any salary or other increase shall be subject to

written approval by both Parties. The Coordinator shall <u>not</u> be entitled to increases as other County employees unless otherwise agreed to by the Parties.

7. <u>No Additional Consideration; Funding Limitation.</u>

- A. The ability of the Parties to enter into this Agreement is based upon available funding from various sources. In the event that any such funding fails, is reduced, or is modified from one or more sources, either Party shall have the option to terminate, reduce, or modify this Agreement, or any of its terms, upon 15 calendar days of notifying the other Party of the termination, reduction, or modification of available funding. In the event available funding to only one Party fails, is reduced, or is modified, that Party may, upon 15 calendar days written notice to the other Party, withdraw from or otherwise terminate this Agreement.
- B. In the event the Parties, either individually or jointly, obtain additional funding (e.g., grants) for work projects related to this the Coordinator position's scope of work as provided in Exhibit A (Job Description), that Party or the Parties, as the case may be, shall be entitled to retain an administrative fee as eligible under the conditions of the funding program or source. Sources of additional funding shall be obtained with consideration for the joint objectives and priorities established for the position by the Parties. Any additional funding obtained by either Party shall be used to offset the cost committed by that Party.
- 8. <u>Billing and Payment</u>. On or about the close of each fiscal quarter (i.e., January 1, April 1, July 1, and October 1), the County shall prepare an invoice request for reimbursement and submit it to the Town. The Town shall reimburse the County within 30 calendar days of receipt of the invoice request.
- 9. <u>Work Schedule</u>. As set forth in this Agreement, the Coordinator will spend, on an annual average, two out of five workdays per week performing duties directly relating to the County's List of Recreation Goals and Objectives and three out of five workdays per week performing duties directly relating to the Town's List of Recreation Goals and Objectives. The assignment of workdays shall be mutually agreed upon by the designated representatives of each Party. For auditing purposes, the County shall keep a record of the work program and funding sources for specific projects and assignments.

10. Office Space, Supplies, Equipment, Vehicles, Etc.

- A. In general, each Party shall provide such office space, supplies, equipment reference materials, and support services, as are necessary for the successful delivery of the work and services directed by that Party pursuant to this Agreement.
- B. Notwithstanding the foregoing, the Parties agree that the Coordinator's default premise shall be the responsibility of the County, and the County shall be responsible for planning the work of the Coordinator so that office space, supplies, equipment, vehicles, and other tools are utilized in the most efficient manner. Notwithstanding the foregoing, the Town may also provide a workstation for use by the Coordinator.
- C. The Parties agree that information technology equipment and support, such as a laptop, software, cell phone and related necessary equipment shall be the responsibility of the County and shall be considered part of the total cost of the position for purposes of Paragraph 5.

- D. The Parties agree to each make available to the Coordinator a vehicle for the performance of work, services, and projects to be performed by the Coordinator subject to County policies and procedures for vehicle use. The Parties agree that the Coordinator should not use a personal vehicle when performing any work, service, or project pursuant to this Agreement.
- 11. Products of Coordinator Work and Services. Any work products generated (including but not limited to proprietary compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, agreements, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind), that are the result, product, or manifestation of work and services provided solely to the County under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. Similarly, any work products generated pursuant to this Agreement, including but not limited to those described above, that are the result, product, or manifestation of work and services provided solely to the Town under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the Town. To the extent work products are created as a result of work and services undertaken at the behest of, or for the benefit of, both the County and the Town, such work products are and shall remain the property of both the County and the Town and each Party may make such use of the work products as they desire.
- <u>Indemnification</u>. Each Party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts of the indemnifying party, its officers, agents, or employees. For purposes of the foregoing, the Parties agree (i) that the County will be the indemnifying party when the Coordinator is acting on behalf of the County or in furtherance of the County's List of Recreation Goals and Objectives; and (ii) that the Town will be the indemnifying party when the Coordinator is acting on behalf of the Town or in furtherance of the Town's List of Recreation Goals and Objectives. In the event that the Coordinator is acting on behalf of both Parties or in furtherance of the Parties' mutual goals and objectives, the Parties agree that any liability, loss, expense, including reasonable attorney's fees, or claim for injuries or damages will be the responsibility of the Party designated the primary stakeholder and beneficiary of the Coordinator's work and efforts pursuant to Paragraph 2.A. If no designation is made pursuant to Paragraph 2.A, then the Parties agree to cooperate in good faith to apportion liability amongst themselves based on the nature and benefit of the work, service, and/or project performed by the Coordinator at the time the liability arose.

13. <u>Insurance</u>.

- A. The Parties shall procure and maintain, during the entire term of this Agreement, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Coordinator position, the performance by the Coordinator of all work, services, and projects described in Attachment A (Job Description), and/or the results of the work and/or services performed by the Coordinator:
 - 1. <u>Workers Compensation</u>. The County shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million and NO/100 Dollars (\$1,000,000.00) per occurrence for the Coordinator engaged in work

or services under this Agreement. Notwithstanding the foregoing, the Parties agree that the Town will be liable for Workers' Compensation claims resulting for injuries or harms occurring while the Coordinator is performing duties on behalf of the Town or in furtherance of the Town's List of Goals and Objectives. In such an instance, the County will pursue a subrogation claim to recover the amount of the claim from the Town.

- General Liability. Each Party shall maintain a policy of Comprehensive General Liability Insurance, which covers all the work and services to be performed by the Coordinator 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 Five Million and NO/100 Dollars (\$5,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately, or the general aggregate limit shall be twice the required occurrence limit specified herein.
- Automobile Liability. Each Party shall be responsible for providing Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities and shall be in an amount of not less than Five Million and NO/100 Dollars (\$5,000,000.00) combined limit for each occurrence for work, services, and projects assigned by and carried out on behalf of that Party. In addition, the Parties agree (i) that the County will be liable and responsible for the costs of all auto, property, and bodily injuries, harms, and damages when the Coordinator is working on behalf of the County; (ii) that the Town will be liable and responsible for the costs of all auto, property, and bodily injuries, harms, and damages when the Coordinator is working on behalf of the Town; and (iii) in the event that the Coordinator is operating a county vehicle but working on behalf of the Town, that the County's insurance shall cover all auto, property, and bodily injuries, harms, damages, and liabilities but the Town shall reimburse the County for all costs for such injuries, harms, damages, and liabilities.
- B. <u>Coverage and Provide Requirements</u>. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Coordinator under this Agreement. The required policy(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, each Party shall provide the other Party the following: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County of Mono and the Town of Mammoth Lakes, its agents, officers, and employees made, as the case may be; 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 both Parties.
- C. <u>Deductible, Self-Insured Retentions, and Excess Coverage</u>. Any deductibles or self-insured retentions must be declared and approved by both Parties. Any insurance policy limit in excess of the specified minimum limits and coverage shall be made available to the indemnified party. For purposes of the foregoing, the Parties agree (i) that the County will be the indemnified party when the Coordinator is acting on behalf of the Town or in furtherance of the Town's List of Recreation Goals and

Objectives; and (ii) that the Town will be the indemnified party when the Coordinator is acting on behalf of the County or in furtherance of the County's List of Recreation Goals and Objectives.

- 14. Records and Audit. The Parties shall prepare and maintain all records required by the various provisions of this Agreement and as otherwise required by federal, state, county, municipal ordinances, regulations, and directions. The Parties shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. The Parties may fulfill their obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records. Any authorized representative of either Party shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Parties created or prepared in order to carry out this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by the Parties. Further, both Parties shall have the right, at reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this agreement.
- Nondiscrimination. During the performance of this Agreement, the Parties, their agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. The Parties and their 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. The Parties 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.
- 16. <u>Termination</u>. Either Party may terminate this Agreement, without cause, upon 30 calendar days written notice of such intent to terminate provided to the other Party. Upon any such termination, the Parties shall reimburse each other for any and all work and purchases made pursuant to this Agreement that have not yet been reimbursed, and shall refund to each other on a pro-rata basis any balance from payments made by one Party to the other.
- 17. <u>Assignment</u>. Neither this Agreement, nor any part of it, shall be assigned, transferred, or subcontracted without the express written consent of both Parties. Further, the Parties shall not assign any moneys due or to become due under this Agreement without the prior written consent of both Parties.
- 18. <u>Confidentiality</u>. The Parties to this Agreement agree to comply with various provisions of federal, state, and local laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by the Parties during the term of this Agreement shall be privileged, restricted, or confidential. The Parties agree to keep confidential all such privileged, restricted, or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by either Party only with the express written consent of the other Party unless disclosure is required by applicable law, including but not limited to, the California Public Records Act, as determined in the discretion of counsel representing the Party to which the record pertains.
- 19. <u>Severability</u>. 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 local statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

- 20. <u>Governing Law; Venue</u>. This Agreement shall be governed by the laws of the State of California, and venue for any action to interpret or enforce this Agreement shall be proper in a court of competent jurisdiction in the County of Mono, California.
- 21. <u>Notice</u>; <u>Party Representatives</u>. Any notice, communication, amendment, or modifications to this Agreement, including a change of address of either Party during the term of this Agreement, which the County or the Town shall be required or may desire to make, shall be in writing and may be personally served or sent by prepaid first-class mail to the respective Parties' representatives as follows:

If to the County:

If to the Town:

County of Mono
Attn: County Administrative Officer

RE: Eastern Sierra Recreational Coordinator

Position P.O. Box 696

Bridgeport, CA 93517

Town of Mammoth Lakes Attn: Town Manager

RE: Eastern Sierra Recreational Coordinator

Position P.O. Box 1609

Mammoth Lakes, CA 93546

- 22. <u>Amendment; Modification</u>. This Agreement may amended, modified, or otherwise changed only by the mutual consent of the Parties so long as such amendment, modification, 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 this Agreement to maintain continuity.
- 23. <u>Construction</u>; <u>Interpretation</u>. The Parties acknowledge and agree that they have been represented by legal counsel in the drafting of this Agreement, or have knowingly waived their right to such representation. Accordingly, the provisions of this Agreement shall not be construed for or against either Party by virtue of the identity of its drafter.
- 24. <u>Entire Agreement</u>. 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, including but not limited to the Original Agreement or any part or portion thereof, shall be of any force or effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE DATE.

COUNTY OF MONO

TOWN OF MAMMOTH LAKES

By:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:
APPROVED AS TO FORM	APPROVED AS TO FORM
Mono County Counsel's Office	Mammoth Lakes Town Attorney
APPROVED BY RISK MANAGEMENT	
Mono County Risk Manager	



REGULAR AGENDA REQUEST

Print

MEETING DATE October 6, 2020

Departments: Public Works

TIME REQUIRED 5 minutes **PERSONS** Tony Dublino, Director of Public **APPEARING** Works

SUBJECT Employment Agreement with Matthew

> Paruolo as Eastern Sierra Sustainable Recreation Coordinator

BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Matthew Paruolo as Eastern Sierra Sustainable Recreation Coordinator, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution R20-, approving a contract with Matthew Paruolo as Eastern Sierra Sustainable Recreation Coordinator, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

Total cost for the position for the remainder of fiscal year (2020-2021) will be \$90,045 of which \$51,012 is annual salary and \$39,033 is the cost of benefits. The cost for a full fiscal year would be \$120,060 of which \$68,016 is annual salary and \$52.044 is the cost of benefits.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5459 / tdublino@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

TYES V NO

ATTACHMENTS:

Click to download

- Staff Report
- Resolution
- Employment Agreement through June 2023
- Employment Agreement through June 2021

History

TimeWhoApproval10/2/2020 8:47 AMCounty Administrative OfficeYes10/1/2020 2:14 PMCounty CounselYes

 10/1/2020 2:14 PM
 County Counsel
 Yes

 10/1/2020 11:34 AM
 Finance
 Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: October 6th, 2020

To: Honorable Board of Supervisors

From: Tony Dublino, Director of Public Works

Subject: Employment Agreement between Mono County and Matthew Paruolo as Eastern

Sierra Sustainable Recreation Coordinator

Recommended Action: Announce Fiscal Impact. Approve Resolution #R20-____, approving a contract with Matthew Paruolo as Eastern Sierra Sustainable Recreation Coordinator, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Total cost for the position for the remainder of fiscal year (2020-2021) will be \$90,045 of which \$51,012 is annual salary and \$39,033 is the cost of benefits. The cost for a full fiscal year would be \$120,060 of which \$68,016 is annual salary and \$52,044 is the cost of benefits.

The funding for this position is shared between the Town and the County, with the Town contributing 3/5 (\$95,000) and the County contributing 2/5 (\$50,000) to cover the salary and related incidentals of the work.

Background: In May 2018, the Board became a founding member of the Eastern Sierra Sustainable Recreation Partnership. This Partnership led to the creation of the Eastern Sierra Sustainable Recreation Coordinator (ESSRC) position, which is jointly funded between the County and the Town of Mammoth Lakes.

The County, Town, and Mammoth Lakes Recreation duly recruited for the position and hired Matthew Paruolo as the region's first ESSRC. The position was created within Mammoth Lakes Recreation (MLR) organization, and the Town and County have contributed funding to MLR for the position. Mr. Paruolo has since been an MLR employee, working on recreation-related matters on behalf of the Town and County, reporting and coordinating County efforts with the Director of Public Works.

Reason for Change: In spring of 2020, the financial relationship between the Town and MLR changed significantly, and put the future stability of the position into question. Town representatives actively advocated for the position to become a County or Town position to allow for more direct work on projects that are considered 'public works.'

The County has seen the results of Mr. Paruolo's work, including the coordination of portable restrooms throughout the County, the 'Tangle-free Waters' program, the 'Adopt-a-Trail Program,' the Buckeye Hot Springs recreation and environmental enhancement grant, and many other planning and outreach efforts accomplished with 2/5 of Mr Paruolo's time.

In order to increase the long-term stability of the position and preserve the associated efforts and momentum, the Board directed staff (through the budget and allocation list adoption) to create an allocation for this new position within the County structure.

Term: There are two contracts included with this item. The chosen term should track with the Board's direction on the term of the MOU/Agreement for this joint position, which is a separate item on today's agenda. The Board would typically issue employment agreements in 3-year terms, but this agreement has been drafted to conclude at the end of the fiscal year, due to its dependence upon funding streams that are also tied to fiscal years.

The proposed employment agreement would fill the position that was recently allocated and funded by the Board.

If you have any questions regarding this request, please contact me at 760.932.5459 or at tdublino@mono.ca.gov.

Sincerely,

Tony Dublino

Director of Public Works



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RESOLUTION NO. R20-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH MATTHEW PARUOLO AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYMENT

WHEREAS, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees; NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Employment Agreement of Matthew Paruolo, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Mr. Paruolo. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County. **PASSED AND ADOPTED** this 6th day of October, 2020, by the following vote: **AYES: NOES: ABSTAIN: ABSENT:** ATTEST: Clerk of the Board Stacy Corless, Chair **Board of Supervisors** APPROVED AS TO FORM: COUNTY COUNSEL

EMPLOYMENT AGREEMENT WITH MATTHEW PARUOLO AS EASTERN SIERRA RECREATION COORDINATOR

This Agreement is entered into this 6TH day of October 2020, by and between Matthew Paruolo (Mr. Paruolo) and the County of Mono (County) for the purpose of setting forth the terms and conditions of Mr. Paruolo's employment with the County as Eastern Sierra Recreation Coordinator.

I. RECITALS

The County wishes to employ Mr. Paruolo as Eastern Sierra Sustainable Recreation Coordinator on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Paruolo wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

- 1. The term of this Agreement shall be October 6, 2020, until June 30, 2023, unless earlier terminated by either party in accordance with this Agreement or until such time as County implements new form agreements for its at-will employees, at which time such new agreement as to Mr. Paruolo will automatically supersede and replace this Agreement. The County shall notify Mr. Paruolo in writing no later than January 1, 2023, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Paruolo shall notify the County in writing of its breach of this provision of the Agreement within 30 days of January 1, 2023 and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Mr. Paruolo that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Paruolo as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years, commencing on the date of its expiration, on the same terms in effect at the time of renewal.
- 2. Mr. Paruolo shall be employed by Mono County as the Eastern Sierra Sustainable Recreation Coordinator, serving at the will and pleasure of the Director of Public Works, in accordance with the "Eastern Sierra Sustainable Recreation Coordinator" Job Description, attached to this Agreement and incorporated by this reference, and the terms and conditions of this Agreement. Mr. Paruolo accepts such employment. The Director of Public Works shall be deemed the "appointing authority" for all purposes with respect

to Mr. Paruolo's employment.

- 3. Mr. Paruolo's salary shall be \$5,668 per month. The Board may unilaterally increase Mr. Paruolo's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential renegotiation with respect to Mr. Paruolo's salary. During such negotiations, the County shall consider and discuss the issue of increased compensation in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.
- 4. Mr. Paruolo shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. The prorated portion of merit leave for the remainder of 2020 is 19 hours. Mr. Paruolo understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost.
- 5. To the extent deemed appropriate by the Director of Public Works, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Paruolo's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
- 6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Paruolo shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy, CalPERS medical insurance, County dental and vision coverage, and life insurance. Pursuant to the California Public Employees' Pension Reform Act of 2013, the CalPERS retirement formula applicable to Mr. Paruolo's County employment will be "2% at 62." Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.

- 7. Mr. Paruolo understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Paruolo cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Paruolo's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other parttime employees.
- 8. Consistent with the "at will" nature of Mr. Paruolo's employment, the Director of Public Works may terminate his employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Paruolo understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Director of Public Works may, in his or her discretion, take during Mr. Paruolo's employment.
- 9. In the event that such a termination occurs after October 6, 2021 (i.e., after one year continuous employment in this position), Mr. Paruolo shall receive as severance pay a lump sum equal to six months' salary or to the extent that fewer than six full calendar months before this Agreement would have expired, Mr. Paruolo shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. Paruolo shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Paruolo that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance

- pay. Note: for purposes of severance pay, "salary" refers only to base compensation.
- 10. Notwithstanding the foregoing, Mr. Paruolo shall not be entitled to any severance pay in the event that the Director of Public Works has grounds to discipline him on or about the time he or she gives the notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 520 of the Mono County Personnel Rules, or any successor provision, as the same may be amended from time to time. Mr. Paruolo shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
- 11. Mr. Paruolo may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Paruolo shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
- 12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Paruolo. No other agreement, whether oral or written, between the parties shall be of any force or effect.
- 13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Paruolo's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Paruolo's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243, Mr. Paruolo shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Paruolo is convicted of a crime involving abuse of office or position.
- 14. Mr. Paruolo acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Paruolo further acknowledges that he has participated in the negotiation and

preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement is executed by the parties this 6 th day of October, 2020.		
EMPLOYEE	THE COUNTY OF MONO	
Matthew Paruolo	By: Stacy Corless, Chair Board of Supervisors	
APPROVED AS TO FORM:		
COUNTY COUNSEL		

EMPLOYMENT AGREEMENT WITH MATTHEW PARUOLO AS EASTERN SIERRA RECREATION COORDINATOR

This Agreement is entered into this 6TH day of October 2020, by and between Matthew Paruolo (Mr. Paruolo) and the County of Mono (County) for the purpose of setting forth the terms and conditions of Mr. Paruolo's employment with the County as Eastern Sierra Recreation Coordinator.

I. RECITALS

The County wishes to employ Mr. Paruolo as Eastern Sierra Sustainable Recreation Coordinator on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Paruolo wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

- 1. The term of this Agreement shall be October 6, 2020, until June 30, 2021, unless earlier terminated by either party in accordance with this Agreement or until such time as County implements new form agreements for its at-will employees, at which time such new agreement as to Mr. Paruolo will automatically supersede and replace this Agreement.
- 2. Mr. Paruolo shall be employed by Mono County as the Eastern Sierra Sustainable Recreation Coordinator, serving at the will and pleasure of the Director of Public Works, in accordance with the "Eastern Sierra Sustainable Recreation Coordinator" Job Description, attached to this Agreement and incorporated by this reference, and the terms and conditions of this Agreement. Mr. Paruolo accepts such employment. The Director of Public Works shall be deemed the "appointing authority" for all purposes with respect to Mr. Paruolo's employment.
- 3. Mr. Paruolo's salary shall be \$5,668 per month. The Board may unilaterally increase Mr. Paruolo's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract may be reopened for discussion and potential renegotiation with respect to Mr. Paruolo's salary. During such negotiations, the County shall consider and discuss the issue of increased compensation in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

- 4. Mr. Paruolo shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. The prorated portion of merit leave for the remainder of 2020 is 19 hours and the prorated amount for the first half of 2021 is 40 hours. Mr. Paruolo understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost.
- 5. To the extent deemed appropriate by the Director of Public Works, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Paruolo's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
- 6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Paruolo shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy, CalPERS medical insurance, County dental and vision coverage, and life insurance. Pursuant to the California Public Employees' Pension Reform Act of 2013, the CalPERS retirement formula applicable to Mr. Paruolo's County employment will be "2% at 62." Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
- 7. Mr. Paruolo understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy including but not limited to salary, insurance coverage, and paid holidays or leaves is expressly contingent on his actual and regular rendering of personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Paruolo cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state

- or federal law. Furthermore, should Mr. Paruolo's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.
- 8. Consistent with the "at will" nature of Mr. Paruolo's employment, the Director of Public Works may terminate his employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Paruolo understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Director of Public Works may, in his or her discretion, take during Mr. Paruolo's employment.
- 9. Mr. Paruolo may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Paruolo shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
- 10. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Paruolo. No other agreement, whether oral or written, between the parties shall be of any force or effect.
- 11. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Paruolo's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Paruolo's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243, Mr. Paruolo shall reimburse the County for any paid leave pending an investigation, legal

- criminal defense, or cash settlement related to termination by the County if Mr. Paruolo is convicted of a crime involving abuse of office or position.
- 12. Mr. Paruolo acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Paruolo further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement is	executed by the	ne parties this	6 th day o	f October, 2020
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EMPLOYEE	THE COUNTY OF MONO
Matthew Paruolo	By: Stacy Corless, Chair Board of Supervisors
APPROVED AS TO FORM:	
COUNTY COUNSEL	_



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

EASTERN SIERRA SUSTAINABLE RECREATION COORDINATOR

Salary Range: (\$68,000 - \$83,300) Exempt, At-Will

INTRODUCTION

The position is an employee of Mono County (County) but will also provide services to the Town of Mammoth Lakes (Town), as described below. While much of the work provided by this position will provide benefit to the region generally, specific projects or tasks may be assigned solely by the County or the Town for the respective benefit of each. It is expected the position will spend an average of 2/5 of their time engaged in projects and work requested by the County and an average of 3/5 of their time engaged in projects requested by the Town. These ratios may also be satisfied through time spent on projects and work requested by all entities.

DEFINITION

To coordinate engagement efforts between the County, Town, and Federal Land Management Agencies (Inyo National Forest, Humboldt-Toiyabe National Forest, and Bureau of Land Management), and other agencies on short, medium, and long-term planning and implementation efforts involving public lands. To facilitate, expedite, and enable efficient and productive working relationships between federal, state, county, municipal, and other non-agency partners.

SUPERVISION RECEIVED AND EXERCISED

Position reports directly to and receives general supervision from the County Director of Public Works, or designee. Specific Mono-County work assignments are to be directed and coordinated by the Mono County Director of Public Works, or designee and specific Town of Mammoth Lakes work assignments to be directed and coordinated by the Town Manager, or designee. Satisfactory work performance will be based in part on feedback from the County and the Town regarding the position's work performance.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Duties include, but are not limited to:

General

- Work with Town, County, USFS, and BLM staff, and elected officials (as appropriate) to identify areas of need related to land management and recreation.
- Coordinate inter-agency land management and recreation programs and projects with consideration for multiple agencies and partner's needs; identify and process agreements necessary for the coordination of such projects and programs.

Town of Mammoth Lakes

• Facilitate the application, issuance, renewal, and updating of agreements, contracts, and special use permits including but not limited to, infrastructure permits; road permits; multi-use pathway permits; film and media permits; and other related infrastructure permits.

- Represent the County, Town, USFS, and other partners at various public events and meetings related to trails and recreation; facilitate public outreach efforts; make public presentations as necessary.
- Participate in detailed trail planning, design, and construction.
- Assist with the management of third party environmental analysis where appropriate.
- Identify and pursue funding opportunities on behalf of all partners.

Mono County

- Develop, coordinate, and facilitate the implementation of recreational priorities and long-term regional recreation strategies and initiatives for Mono County.
- Organize available labor resources such as volunteers and inmate workforces to assist with identified recreational priorities.
- Identify and pursue grant opportunities for related projects and programs.
- Compile existing work from Mono County's Community Development Department on wayfinding;
 coordinate and contribute to the regional wayfinding system.
- Coordinate available recreation resources, facility conditions, and projects with the marketing efforts of the Mono County Economic Development Department.
- Develop relevant interpretive materials and programs.

QUALIFICATIONS

Knowledge of:

- USFS special uses permitting processes and procedures.
- Working knowledge and experience with contemporary technology such as GIS, GPS, and various other related software applications.
- Processes and procedures involved in trail planning, design, and construction.
- Complex recreation programs including but not limited to developed recreation; campgrounds, dayuse sites; visitor information; dispersed recreation; OHV/OSV; trails; wilderness; ski areas; media and film permitting processes.
- Environmental review processes including NEPA and CEQA and other pertinent federal, state, and local laws, regulations, and policies.

- Principles of project management, planning, and implementation.
- Principles of grant writing and tracking.
- Occupational hazards and standard safety precautions.

Ability to:

- Understand and carry out oral and written directions in accordance with established timelines.
- Work independently in the absence of supervision.
- React with good judgment in emergency situations.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Travel between various work sites within the Eastern Sierra.
- Perform fieldwork requiring hiking over steep and rough terrain, OHV activities, and winter fieldwork including backcountry activities and OSV.

Experience and Training:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Three years of increasingly responsible experience in the facilitation and implementation of recreational infrastructure projects and programs is required. Experience working with federal agencies in the development and management of land-use permits is preferable.

Education:

A Bachelor's degree from and accredited college or university with major coursework in Planning, Geography, Land-Use Management, or a related field is required.

Licenses:

Must have (or receive within state required time frame) a valid State of California Class C Driver's License with an acceptable driving record and pass an appropriate background check prior to the hire date.

TOOLS AND EQUIPMENT USED

Use of standard office equipment including a personal computer, phone, copy and fax machine, and various graphic design tools. Use of a motor vehicle and a variety of hand tools used in trail construction and maintenance. Occasional use of power equipment and small pieces of motorized equipment may be used for related trail work.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to talk, hear, sit, stand, use hands to finger, handle, feel and operate objects, tools and controls, and reach with hands and arms. The employee must frequently lift and/or move up to 40 pounds and occasionally lift and/or move up to 75 pounds. Ability to spend extended periods of time hiking in various terrain is required. Hand-eye coordination is necessary to operate computers, various pieces of office equipment, and trail maintenance and construction tools. Specific

vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus. Ability to work at altitude in an outdoor setting is required.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed both within an office setting and outside in various weather conditions, which may include extreme cold, windy, wet, and wintery conditions. The employee is occasionally exposed to wet and/or humid conditions or airborne particles including dust and pollen and similar particulates. Employee will frequently be exposed to risks associated with rugged topography and adverse weather conditions. The noise level in the work environment is usually quiet in the office to loud in the field.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



REGULAR AGENDA REQUEST

■ Print

MEETING DATE October 6, 2020

Departments: Public Works

TIME REQUIRED 15 minutes

SUBJECT Prop 68 Per Capita Grant

Opportunities and Projects

PERSONS APPEARING

BOARD

BEFORE THE

Works

Tony Dublino, Director of Public

AGENDA DESCRIPTION:

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

Presentation and discussion of the Prop 68 Per Capita Grant opportunities, and how those opportunities can be applied to identified recreation enhancement projects within the County. A tentative project list, including cost estimates, is included in the staff report for consideration.

RECOMMENDED ACTION:

Receive presentation and provide direction to staff regarding future priorities for recreation enhancement projects to be paid for with Prop 68 funds.

FISCAL IMPACT:

There is no fiscal impact with this informational item. Board direction may create specific projects that would require future Board consideration and/or approval.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760-932-5459 / tdublino@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download	
□ Staff Report	

History

Time Who **Approval** 10/1/2020 10:49 AM County Administrative Office Yes

9/22/2020 2:58 PM 9/30/2020 4:31 PM County Counsel Finance

Yes

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: October 6th, 2020

To: Honorable Board of Supervisors

From: Tony Dublino, Director of Public Works

Subject: Proposition 68 Per Capita Grant – Application Package

Recommended Action: Receive presentation and provide any direction to staff on projects to become part of the County's application package.

Fiscal Impact: With \$400,000 available, the County's match of 20% for the Per-Capita Grants could not exceed \$80,000.

Background: This program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by voters on June 5, 2018. Funds for the program were appropriated via State Budget item 3790-101-6088(b). Prop 68 funds are divided among several programs, one of which is the Per Capita Grant program. Through this program, Counties are guaranteed a minimum allocation of \$400,000.

The County has taken initial steps to apply for these funds including the Board's Resolution 20-10, as well as attendance at preliminary workshops, and has been officially allocated the \$400,000.

Eligible Projects must be capital outlay for recreational purposes: either acquisition or development of existing recreation facilities.

The County has a significant list of recreation projects that have been deferred for years, pending available funding. This grant opportunity is a tremendous opportunity to complete several recreation enhancement projects with a nominal investment of General Fund dollars (i.e., only 20% of the actual project cost).

Tentative Project List: The application package to be submitted in December will list several projects the County intends to complete with the \$400,000 funds available. In preparation for that submittal, the County would like to present the concepts and priorities identified by staff, in prioritized order. Board direction or input on these priorities is welcome.

Note: County-Owned property is shown in GREEN, and would not require additional steps in order to fulfill the land tenure requirements. Non-County property is shown in RED, and will require additional steps in order to meet the land tenure requirements (which are not assured)

Projec	t Location and Improvement	Estimate
1.	Mono Lake Park ADA Playground	\$70,000
2.	Bridgeport Tennis Court – redevelop and repurpose	\$100,000
3.	Conway Ranch access improvements and trail development	\$45,000
4.	Crowley Lake Park Tennis Court – redevelop and repurpose	\$100,000
5.	Chalfant Park Tennis Court – redevelop and repurpose	\$100,000
6.	Walker Tennis Court – redevelop and repurpose	\$100,000
7.	June Lake Trails – trail connectivity	\$250,000
	Total:	\$675.000

In addition to the above, the **Town of Mammoth Lakes** has approached the County about partnering on a project at the Whitmore Sports Complex. The Town provided the following description of their concept for Whitmore:

Whitmore Recreation Area Enhancements

The long-term goal of the Town is to enhance and expand the Whitmore Recreation Area for Town/County residents and expanded sports tourism uses. The Town is proposing to partner with the County on the expansion of core or foundational park enhancements and amenities at the Whitmore Recreation Area utilizing the Town of Mammoth Lakes allocated Parks and Water Bond Act of 2018 (Proposition 68) Per Capita funds (\$177,952). Proposed partner facility enhancements include:

- Parking Lot Rehabilitation and Striping The existing parking was constructed from asphalt grinding and was never intended to be a permanent solution. The lot is showing signs of significant deterioration impacting on-going maintenance and user experience. In winter, the surface does allow for the use of loaders to clear and maintain the area for vehicular access that is becoming problematic. In addition, the parking lot can be enlarged enabling added parking areas for anticipated increases in recreational activities in the future. Estimated cost: \$150,000-\$200,000
- New Winterized Restroom To meet the anticipated increased demand for year-round recreation and to enhance the existing user experience, the Town is proposing to purchase and install a new winterized restroom building on the existing parking lot. The current bathroom is not winterized and is only open seasonally from May-September. The proposed prefabricated restroom building features two (2) flush toilets and two (2) sinks, accommodating up to 90 users per hour. The restroom will be ADA compliant with built-in vandal resistant components with the opportunity to install drinking fountains/bottle fillers on the front of the building. Estimated cost: \$125,000-\$150,000.

Currently the County has a cost-share arrangement with the Town of Mammoth Lakes for the maintenance and operations of the Whitmore Recreation Area and pool. The County reimburses the Town for 50%, less programming revenue of annual costs of the facility.

Should the Board support the idea of partnering on this project with the Town, the amount that could go toward the above list of County-operated facilities would be reduced. A project at Whitmore Sports Complex is of course within unincorporated Mono County, and provides recreation opportunities for all County residents, both within and outside TOML town limits.

Board of Supervisors

Prop 68 Per Capita Grant

Page 3 of 3

If you have any questions regarding this request, please contact me at 760.932.5459 or at tdublino@mono.ca.gov.

Sincerely,

Tony Dublino

Director of Public Works



REGULAR AGENDA REQUEST

<u></u> Print

MEETING DATE October 6, 2020

Departments: District Attorney

TIME REQUIRED 25 minutes PERSONS Tim Kendall, Dave Butters

SUBJECT District Attorney Salary Survey and

Compensation

APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Presentation and discussion of 2020 salary survey performed by the District Attorney's office for the positions of Assistant District Attorney and District Attorney.

RECOMMENDED ACTION:

Consider information provided by District Attorney regarding salaries. Provide any desired direction to staff.

FISCAL IMPACT:

If the results of the salary survey were to be implemented, the fiscal impact would be as follows:

Total increase for the District Attorney position for the remainder of fiscal year (2020-2021) will be \$18,827 of which \$13,255 is annual salary and \$5,573 is the cost of benefits. The cost for a full fiscal year would be \$266,363, of which \$170,004 is annual salary and \$96,359 is the cost of benefits. The proposed increase was not included in the FY 2020-2021 adopted budget.

Total increase for the Assistant District Attorney position for the remainder of fiscal year (2020-2021) will be \$17,667 of which \$12,438 is annual salary and \$5,229 is the cost of benefits. The cost for a full fiscal year would be \$232,251of which \$144,503 is annual salary and \$87,748 is the cost of benefits. The proposed increase was not included in the FY 2020-2021 adopted budget.

FY 2020-21 budget savings and proposed inclusion of overhead charges in the Victim/Witness grant, if approved, are available to absorb the current year's requested salary and benefit increases.

CONTACT NAME: Tim Kendall

PHONE/EMAIL: 760-932-5550 / tkendall@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES
☐ NO

ATTACHMENTS:

Click to download D Staff Report Attachments A and B

History

Time	Who	A pproval
10/1/2020 12:43 PM	County Administrative Office	Yes
10/1/2020 10:01 AM	County Counsel	Yes
10/1/2020 11:36 AM	Finance	Yes

County of Mono Office of the District Attorney

www.monocountydistrictattorney.org

Bridgeport Office:

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





Mammoth Office:

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

TO: Honorable Board of Supervisors

FROM: Tim Kendall, District Attorney

DATE: October 6, 2020

<u>Time Needed</u>: Regular Agenda – 10 minutes for presentation and 15 minutes for discussion.

Subject

Discussion about equity adjustments based both the 2018 Salary Survey as well as an August/September 2020 Survey conducted for the positions within the District Attorney's Office.

<u>Strategic Plan and Focus Area</u> - Employee and workplace wellness, salaries and retention are all categories of "Making Mono the Best Place to Work" and strong "Public Safety."

Recommendation

Possible approval to use survey data and Board direction.

Justification and Discussion

The Attorney positions within the District Attorney's Office have been stagnant for over a decade. After cuts were made back in 2012, these positions make less now than they did back then. They have also continued to fall far behind their counterparts and peers from other comparison counties. We were hoping that these positions would be address over 5 years ago when a salary survey was started but not finished and then again in 2018, but these positions were not included in that survey either. We are requesting a discussion with the Board to look at these positions now because they were omitted in the 2018 survey.

Realizing that there is never a perfect time for this discussion, it is now before the Board after much delay as other issues and priorities have taken precedent. This discussion was being prepared shortly after the 2018 salary survey that the county conducted and for which these positions were not included, but it was decided to postpone the discussion after more pressing county business arose in 2019 and now 2020. It was not brought up during the most recent budget process as it was my belief that it was prohibited due to the strict guidelines given for budget preparation and would need to be address separately. Furthermore, the contract negotiations for the Assistant position had not taken place prior to submitting our budget and therefore, any increases were unknown at that time. It is being brought forward at this time to

address the equity issue as these positions continue to fall far behind their counterparts and peers from their comparison counties. It is also my hope that this discussion will set the frame work for the future to address contracts as they seek renewals, as all these positions are based off of using the District Attorney position as the "benchmark."

This discussion is necessary as to not harm these positions any farther, the salary survey work that has been done and would have to be redone, and out of fairness and equity as explained below.

2018 County Salary Survey

While it is important to compensate employees per the market rate, I also understand the budget constraints to a fiscal and responsible budget. I also remain committed to working within the footprint of the budget that has been approved by the Board and to compensate these positions at the market rate without increasing the General Budget impact. *See Fiscal Impact section*.

Until now and in preparation for this discussion today, the positions within the District Attorney's Office have not been included in any salary survey since 2007, over 13 years, and as noted above, were not included in the most recent survey done in 2018 for which 14 of the 17 department managers received equity adjustments along with 4 assistant positions and other union represented employees. *Chart for these adjustments is included as Attachment A.* Since then more positions have been adjusted. Several positions have even received additional adjustments as well as one elected position, ie., Assessor. The 3 positions left out of the 2018 equity adjustments were the District Attorney, Sheriff, and Assessor. Assessor was addressed later, but the District Attorney and Sheriff have not. The Finance Director position which was included in the 2018 Survey but was not given an equity adjustment at that time.

The Mono County Assistant District Attorney position has been without an actual contract for over 3 years and has been serving the county pursuant to a rollover contract. That rollover contract expired on July 9, 2020 and in preparation for negotiating a new contract for this position, a similar salary survey to the 2018 Survey was conducted in August and September of 2020 to determine the market. Working with the HR director, the attempt was to mirror the same counties, categories and methodology used in the 2018 Survey. The exact same 15 counties were surveyed, and the data gather from it was discussed in detail with the HR director and through him shared with the CAO. Survey and data are included as Attachment B.

The District Attorney's position was also survey because it sets the "benchmark" for the District Attorney's Office as that has been the practice in previous surveys conducted by Mono County. The position of the District Attorney and Assistant District Attorney salaries have been identified as far below the comparison counties and reflects the stagnant history in these positions over the last decade. Once that benchmark position is established, historical separation has been used in the Office to prevent compaction. The Assistant position has been 15% below the benchmark with Deputy positions 10% below the Assistant. This is the same separation that is used in other counties including the surveyed counties.

It is also noted that the Assistant District Attorney Position has also not kept pace with other Assistant positions within Mono County even though it requires a post doctorate degree to

qualify for the position along with other minimum qualifications, not required by other assistant positions.

To keep the survey consistent with the 2018 Survey conducted by the county, the survey included base salary, longevity, social security paid by county, and required employee PERS contributions. The same cost of living rate was applied as was used in the 2018 Survey to give an appropriate average salary to be applied to Mono County. Medical coverage was left out of this survey due to our county's move to PERS Select, as insurance is no longer a financial benefit as it was before to the employee in comparison to what other counties offer. Although the request to the Board will be lower than the results, the following averages were determined:

District Attorney average with cost of living rate applied for Mono County is \$187,707. Assistant District Attorney average with cost of living applied for Mono County is \$154,238.

Recruiting and Retention

To further justify this request, the current overall salary structure does not support the ability to recruit and retain experienced prosecutors. We have lost attorneys due to the stagnant history of these positions and have had attorneys recruited by other District Attorney Offices throughout the State.

In our latest recruitment for an attorney we had two applicants after flying the positions for over 4 months, of which only one was qualified. I have conducted 4 recruitments for attorneys over the last 8 years and have watched interest in the office decline. Years ago, we would average 15 - 20 applicants for a vacant attorney position as pay was comparable, and people were interested in living in our county. Four years ago, we had 6 applicants interested and recently we had only 1 applicant after flying the position for over 4 months. It further shows that we are not competitive anymore.

<u>Structural Support</u> - By addressing these positions together, it will not only establish and maintain equity with other District Attorney Offices but also allows the historical separation between the positions that should exist and will help keep a structural separation between all the positions to prevent compaction. This departmental structure is a historical model that has been used in Mono County and continues to be used by counties throughout the state including those that were surveyed.

Strategic Plan

The request is also appropriate as it relates to the priorities of the current county's strategic plan and focus areas. Employee and workplace wellness, salaries and retention are all categories of "Making Mono the Best Place to Work." Experienced prosecutors relate to strong "Public Safety." This would create a stable organizational and departmental structure which makes sense and is good. It equally values these very experienced prosecutors, their positions, their years with the county, their work and dedication and establishes fairness.

These are valued leadership positions; quality professionals with advanced degrees and they have invested their careers in serving Mono County. It recognizes the investment that these employees have put into the county and allows the county to invest in these employees to retain them.

Request for today

- 1. The Board is being asked to recognize the stagnant history of the positions within the Office of the District Attorney as shown by a valid and accurate survey which was confirmed by Human Resources.
- 2. The Board is being asked to recognize that positions within the District Attorney's Office were omitted from the 2018 Salary survey conducted by the county.
- 2. The Board is also being asked to give direction on bringing back a proposal for the Board's consideration to address the equity issues as well as addressing the Employment Agreement with Dave Anderson for the position of Assistant District Attorney.

*There are two Deputy District Attorney positions that have 1 ½ years and 2 ½ years, respectively on their existing contracts. To minimize the impacts, if adjustments are needed for those positions, it will be requested at the time of their renewals in the 2022-2023 and 2023-2024 Budget cycle.

It is with much appreciation to have the opportunity to engage the Board in this discussion and I thank you in advance for your thoughtful input and direction.

Fiscal Impact – No General Fund Impact

Total increase for the District Attorney position for the remainder of fiscal year (2020-2021) will be \$18,827 of which \$13,255 is annual salary and \$5,573 is the cost of benefits. The cost for a full fiscal year would be \$266,363 of which \$170,004 is annual salary and \$96,359 is the cost of benefits.

Total increase for the Assistant District Attorney position for the remainder of fiscal year (2020-2021) will be \$17,667 of which \$12,438 is annual salary and \$5,229 is the cost of benefits. The cost for a full fiscal year would be \$232,251 of which \$144,503 is annual salary and \$87,748 is the cost of benefits.

These equity increases are not currently budgeted, but any increases from these equity adjustments can be covered with the reallocation of non-general fund monies. Adjustments can be made during the mid-year budget process and there will be no impact to the general fund.

Attachment A - Recommended Salaries Based on 2018 Salary Survey + Cost of Living Adjusment

		Fiscal	Impact	
Position	Recommended Salary	General Fund	Non-General Fund	
County Counsel	165,000	2,700		13,750
IT Director	150,000	35,820		12,500
Finance Director	145,656	0		12,138
Public Works Director	140,000	17,600		11,667
Behavioral Health Director	128,000		13,664	10,667
CDD - Community Development Director	128,000	8,000		10,667
Probation Chief	128,000	13,064		10,667
Public Health Director	128,000		13,556	10,667
Social Services Director	128,000		13,664	10,667
Admin Director Human Resources	125,000	10,556		10,417
Emergency Medical Services Chief	120,000	9,840		10,000
County Clerk/Recorder/Registrar	116,000	14,876		9,667
Economic Development Director	116,000	11,528		9,667
Finance - Treasurer/Tax Collector	100,000	6,364		8,333
Public Works Facility Superintendent	100,000	1,603		8,333
Admin Risk Manager	92,000	6,320		7,667
County Clerk/Recorder/Registrar Asst.	88,000	3,100		7,333
Economic Development Director Asst.	88,000	17,473		7,333

Total Fiscal Impact	158,844	40,884

Positions not included District Attorney, Sheriff and Assessor

2020

15 County Survey for District Attorney Benchmark and Assistant District Attorney

Chart and Data

2018

Cost Of Living Analysis

Category	Weight Factor	Mono	Amador	Calaveras	Colusa	Glenn	Inyo	Lake	Lassen	Mariposa	Nevada	Plumas	Siskiyou	Sutter	Tehama	Trinity	Tuolumne	California	USA
Total	1	124	119	120	109	107	112	103	101	115	129	112	100	111	103	115	119	164.59	100
Grocery	0.2	116.6	116.6	116.6	116.6	110,2	110,2	121.9	107.8	110.2	103.7	116.6	110.2	103.7	107.8	110.2	114.1		
Health Care	0.05	85	102	103	101	100	95	101	100	94	99	99	98	101		99	99	93	
Median Home Value Index	0.25	186,93	149.90	145.58	117.05	122,07	143.39	88.73	103.26	140.88	202.97	129.72	104.33			157.13			
Median Home Value		\$404,140	\$324,087	\$314,751	\$253,072	\$263,918	\$310,013	\$191,825	\$223,246	\$304,589		\$280,445							\$216,200
Utilities	0.15	111	108	110				111	104		109	113	97	109	111	109	111	102	
Transportation	0,15	87	106	114	92	91	76	101	88	110	97	92	83	113	94	84	100	147	
Miscellaneous	0.2	102	104	106	104	98	106	100	98	105	108	102	101	102	100	101	106	104	100

Mono - Total	124
Comparable Average - Total	112
Mono % Above Comparables	11.3%

Sources of Data-Groceries- Sperling Health Care- Sperling

Median Home-National Assoc of Realators

Utilities- Sperling Transportation- Sperling

Miscellaneous- Sperling (Clothing, entertainment, restaurants, education, personal care items)

DISTRICT ATTORNEY SALARY SURVEY CHART (9/2020)

County	Base	Longevity	Social Security	<u>Employee</u>	Total
	Salary/Range	40.00		Share of PERS	Compensation
Tuolumne	\$178,100.53	\$9,107.94 -	\$8,537.40	\$1,335.75 -	\$187,973.68 -
		\$28,745.26	<u> </u>	\$1,551.34	\$216,934.53
Amador	\$152,436.96	\$3,810.82 -	\$8,537.40	\$0	\$160,974.36 -
		\$11,721.06	<u> </u>		\$172,695.42
Colusa	\$130,812.00	\$0	\$8,110.34 -	\$0	\$138,922.34 -
			\$8,537.40		\$262,805.40
	\$254,268.00				
Inyo	\$153,168.00	\$3,063.36 -	\$8,537.40	\$10,721.76 -	\$172,427.16 -
		\$12,625.97		\$11,605.58	\$185,936.95
Nevada	\$203,331.84	\$0	\$8,537.40	\$0	\$211,869.24
Calaveras	\$163,526.46	\$4,088.16 -	\$0	\$0	\$163,526.46 -
		\$21,488.60			\$185,015.06
Mariposa	\$149,728.00	\$0	\$8,537.40	\$0	\$158,265.40 -
Sutter	\$155,893.92	\$0	\$8,537.40	\$0	\$164,431.32 -
					\$187,815.30
	\$179,277.90				
Lake	\$142,697.00	\$0	\$8,537.40	\$0	\$151,234.40
Trinity*	N/A*	N/A*	N/A*	N/A*	N/A*
Plumas	\$121,090.00	\$6,054.50 -	\$7,507.58 -	\$0	\$128,597.58 -
		\$33,454.94	\$8,537.40		\$163,082.34
Glenn	\$111,675.20	\$9,501.86	\$6,923.86 -	\$0	\$118,599.06 -
			\$8,537.40		\$153,780.06
	\$135,740.80				
Siskiyou	\$139,616.88	\$0	\$8,537.40	\$4,467.74	\$152,622.02
Tehama	\$143,855.00	\$0	\$8,537.40	\$0	\$152,392.40
Lassen**	\$137,926.00	\$0	\$8,537.40	\$0	\$146,463.40
Average Low and	190	#	=	· ·	\$157,735.63-
High Range					\$168,158.14
Average Survey	æ	•	4	-	\$162,946.38
Compensation					
Average					\$181,358.87
Compensation plus					
Mono County 2018					
Survey COL rate					
Mono	\$152,352.00	\$0	\$0	\$0	\$152,352.00

^{*}DA position in Trinity is currently vacant with no salary assigned to the position due to the sudden death of the Elected in August.

^{**}Marked as \$0 - could not verify Longevity or PERS coverage.

ASSISTANT DISTRICT ATTORNEY SALARY SURVEY (9/20)

County	Base	Longevity	Social Security	Employee	<u>Total</u>
	Salary/Range			Share of PERS	Compensation
Tuolumne	\$117,142.72 -	\$5,990.70 -	\$7,262.85 -	\$878.57 -	\$125,284.14 -
	\$143,007.23	\$23,081.32	\$8,537.40	\$1,245.66	\$175,871.61
Amador	\$145,178.80	\$3,629.34 -	\$8,537.40	\$0	\$153,716.20 -
		\$11,162.84			\$164,879.04
Colusa	\$95,808.00 -	\$0	\$5,940.10 -	\$0	\$101,748.10 -
	\$157,056.00		\$8,537.40		\$165,593.40
Inyo	\$118,896.00	\$2,377.92 -	\$7,371.55 -	\$8,322.72-	\$134,590.27 -
		\$9,800.86	\$7,979.01	\$9,008.78	\$145,684.65
Nevada	\$145,823.28 -	\$3,645.58 -	\$8,537.40	\$0	\$154,360.68 -
	\$178,020.12	\$4,450.50			\$191,008.02
Calaveras	\$118,620.12 -	\$2,965.50 -	\$0	\$0	\$118,620.12 -
	\$144,182.83	\$18,946.81			\$163,129.64
Mariposa	\$106,558.40 -	Up to	\$6,606.62 -	\$0	\$113,165.02 -
	\$129,521.60	\$1,500/mo	\$8,030.34		\$155,551.94
Sutter	\$110,154.3 -	\$0	\$6,829.57 -	\$0	\$116,983.87 -
	\$154,031.49		\$8,537.40		\$162,568.89
Lake	\$119,325.00	\$0	\$7,398.15	\$0	\$126,723.15
Trinity	N/A*	N/A*	N/A*	N/A*	N/A*
Plumas	\$93,012.00 -	\$4,650.60 -	\$5,766.74 -	\$0	\$103,429.34 -
	\$113,100.00	\$31,245.13	\$8,537.40		\$152,882.53
Glenn	\$93,787.20 -	\$10,260.43	\$5,814.81 -	\$0	\$99,602.01 -
	\$114,004.80		\$11,183.87		\$135,449.10
Siskiyou	\$95,447.82 -	\$0	\$5,917.76 -	\$3,340.67 -	\$104,706.25 -
	\$121,890.60		\$7,557.22	\$4,266.17	\$133,713.99
Tehama	N/A*	N/A*	N/A*	N/A*	N/A*
Lassen	N/A*	N/A*	N/A*	N/A*	N/A*
Average Range		> +	¥	: = :	\$121,070.76 -
					\$156,088.00
Average	: .	141		1=1	\$138,579.38
Compensation					
Average					\$154,238.80
Compensation plus					
Mono County 2018					
Survey COL rate					
Mono	\$127,920.00	\$0	\$0	\$0	\$127,920.00

^{*}Position or comparable position does not exist in Trinity County, Tehama County, or Lassen County.

TUOLUMNE

Tuolumne County Classification Listing

Query Name: JOB_CODE_LISTING
Print Date: 7/10/2020
Print Time: 10:24:45 AM

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Job Code	Classification	Union Code	Reg/ Temp	Range	Eff Date	STEP1	STEP2	STEP3	STEP4	STEP5
0010	Account Clerk I	GEN	R	295	6/21/2020	14.5766	15.3221	16.1057	16.9293	
0101	Account Clerk I Relief	GEN	Т	295	6/21/2020	14.5766	15.3221	16.1057	16.9293	17.7951
0110	Account Clerk II	GEN	R	315	6/21/2020	16.1057	16.9293	17.7951	18.7051	17.7951
0111	Account Clerk II Relief	GEN	Т	315	6/21/2020	16.1057	16.9293	17.7951	18.7051	19.6617
0120	Accountant I	PRO	R	383	6/21/2020	22.6085	23.7647	24.9800	26.2575	19.6617
0130	Accountant II	PRO	R	403	6/21/2020	24.9800	26.2575	27.6003	29.0118	27.6003 30.4954
0131	Accountant II Relief	PRO	Т	403	6/21/2020	24.9800	26.2575	27.6003	29.0118	30.4954
0155	Activity Coordinator Rec	PRO	R	361	6/21/2020	20.2590	21.2950	22.3841	23.5288	24.7321
0170	Administrative Analyst I	EXE	R	413	6/23/2019	26,2575	27.6003	29.0118	30.4954	32.0550
0180	Administrative Analyst II	EXE	R	433	6/23/2019	29.0118	30.4954	32.0550	33.6943	35.4174
5005	Administrative Assistant	GEN	R	342	6/21/2020	18.4273	19.3697	20.3603	21.4015	22.4960
5004	Administrative Assistant Rel	GEN	Т	342	6/21/2020	18.4273	19.3697	20.3603	21.4015	
5024	Administrative Technician	GEN	R	362	6/21/2020	20.3603	21.4015	22.4960	23.6464	22.4960
5022	Agency Fiscal Officer	MGT	R	463	6/23/2019	33.6943	35.4174	37.2286	39.1325	24.8557 41.1338
0250	Agricultural Biologist I	PRO	R	361	6/21/2020	20.2590	21.2950	22.3841	23.5288	
0260	Agricultural Biologist II	PRO	R	381	6/21/2020	22.3841	23.5288	24.7321	25.9969	24.7321
0220	Agricultural Commissioner	EXE	R	547	6/23/2019	51.2277	53.8475	56.6013	59.4959	27.3263 62.5385
0225	Agriculture Field Assistant	GEN	R	324	6/21/2020	16.8451	17.7066	18.6121	19.5639	
0265	Air Pollution Control Spec I	PRO	R	395	6/21/2020	24.0029	25.2304	26.5207	27.8770	20.5644
0266	Air Pollution Control Spec II	PRO	R	415	6/21/2020	26.5207	27.8770	29.3026	30.8011	32.3763
0280	Airport Manager	MGT	R	486	6/23/2019	37.7899	39.7225	41.7539	43.8892	46.1337
0270	Airport Technician	STM	R	352	6/21/2020	19.3697	20,3603	21.4015	22.4960	23.6464
1003	Ambulance Billing Tech II	GEN	R	352	6/21/2020	19.3697	20.3603	21.4015	22.4960	23.6464
1002	Ambulance Billing Technician I	GEN	R	332	6/21/2020	17.5308	18.4273	19.3697	20.3603	21.4015
0290	Animal Control Manager	MGT	R	435	6/23/2019	29.3026	30.8011	32.3763	34.0321	35.7725
0305	Animal Control Officer I	GEN	R	308	6/21/2020	15.5531	16.3485	17.1845	18.0634	18.9871
0302	Animal Control Officer I Rel	GEN	Т	308	6/21/2020	15.5531	16.3485	17.1845	18.0634	18.9871
0300	Animal Control Officer II	GEN	R	328	6/21/2020	17.1845	18.0634	18.9871	19.9581	20.9788
0301	Animal Control Officer II Rel	GEN	Т	328	6/21/2020	17.1845	18.0634	18.9871	19.9581	20.9788
0320	Animal Shelter Attendant	GEN	R	287	6/21/2020	14.0065	14.7228	15.4757	16.2671	17.0990
0321	Animal Shelter Attendant Rel	GEN	Т	287	6/21/2020	14.0065	14.7228	15.4757	16.2671	17.0990
0340	Appraiser I	PRO	R	369	6/21/2020	21.0837	22.1619	23.2953	24.4866	25.7388
0350	Appraiser II	PRO	R	389	6/21/2020	23.2953	24.4866	25.7388	27.0551	28.4387
0390	Assessment Technician I	GEN	R	304	6/21/2020	15.2459	16.0255	16.8451	17.7066	18.6121
0400	Assessment Technician II	GEN	R	324	6/21/2020	16.8451	17.7066	18.6121	19.5639	20,5644
0410	Assessor - Recorder	ELE	R	E1	6/23/2019	69.7913	0.0000	0.0000	0.0000	0.0000
0420	Assistant Assessor	EXE	R	519	6/23/2019	44.5508	46.8291	49.2240	51,7413	54.3874
5285	Assistant Assessor Recorder	EXE	R	529	6/2/2020	46.8291	49.2240	51.7413	54.3874	57.1687
0430	Assistant Auditor Controller	EXE	R	544	6/23/2019	50.4669	53.0478	55.7607	58.6123	61.6098
0440	Assistant Chief Probation Ofcr	EXE	R	527	6/23/2019	46.3643	48.7354	51.2277	53.8475	56.6013
0460	Assistant County Administrator	EXE	R	597	6/23/2019	65.7368	69.0986	72.6323	76.3467	80.2511
0470	Assistant County Clerk	EXE	R	502	6/23/2019	40.9291	43.0222	45.2224	47.5351	49.9660
)495	Assistant District Attorney	EXE	R	566	6/23/2019	56.3197	59.1999	62.2274	65,4097	68.7548
016	Assistant Engineer	PRO	R	485	6/21/2020	37.6019	39.5248	41.5461	43.6708	45.9041
)510	Assistant Facility/Pools Coord	REC	Т	278	1/1/2020	13.3917	14.0765	14.7964	15.5531	16.3485
185	Assistant Human Services Dir	EXE	R	547	6/23/2019	51.2277	53.8475	56.6013	59.4959	62.5385

Print Date: 7/10/2020 Print Time: 10:24:45 AM

Job Code	Classification	Union Code	Reg/	Range	Eff Date	STEP1	STEP2	STEP3	Print Time:	STEP5
4600	Community Services Officer I	DSA	R	334	12/23/2018					!
4602	Community Services Officer II	DSA	R	354	12/23/2018		18.6121	19.5639	20.5644	21.6161
4604	Community Services Officer IIR	DSA	T	354	12/23/2018			21.6161	22.7215	23.8835
5215	Community and Housing Prog Mgr	MGT	R	507	9/29/2019		20.5644	21.6161	22.7215	23.8835
5078	Compliance & Information Mgr	MGT	R	464		41.9626	44.1086	46.3643	48.7354	51.2277
1010	Confidential Clerk	EXE	R	345	6/23/2019	33.8627	35.5945	37.4148	39.3282	41.3394
1910	Construction Support Sycs Tech	RDS	R	382	6/23/2019	18.7051	19.6617	20.6672	21.7241	22.8351
8888	Contract Employee	KDS	T	362	6/21/2020	22.4960	23.6464	24.8557	26,1268	27.4630
1040	County Administrator	EVE	_	(27	8/25/2006	0.0000	0.0000	0.0000	0.0000	0.0000
5130	County Clerk - Elections Tech	EXE	R	637	6/23/2019	80,2511	84.3551	88.6690	93.2036	97,9700
1050	County Counsel	GEN	R	345	6/21/2020	18.7051	19.6617	20.6672	21.7241	22.8351
2710	County Supervisor	EXE	R	603	6/23/2019	67.7337	71.1976	74.8386	78.6659	82.6889
1210	County Surveyor	ELE	R	E4	6/23/2019	24.9800	0.0000	0.0000	0.0000	0.0000
5260	Custody Support Technician	MGT	R	520	6/23/2019	44.7736	47.0633	49.4701	52.0000	54.6593
4294	DSS Helpdesk Technician I	DSA	R	341	3/29/2020	18.3357	19.2733	20,2590	21.2950	22.3841
4295	DSS Helpdesk Technician II	GEN	R	368	6/21/2020	20.9788	22.0516	23.1794	24.3648	25.6108
1140		GEN	R	388	6/21/2020	23.1794	24.3648	25.6108	26.9205	28.2972
5140	Deputy Air Pollution Cont Ofer	MGT	R	488	6/23/2019	38.1687	40.1207	42.1724	44.3292	46.5962
1213	Deputy Auditor-Controller	EXE	R	502	6/23/2019	40.9291	43.0222	45,2224	47.5351	49.9660
1150	Deputy CRA Director - Roads	MGT	R	561	6/23/2019	54.9326	57.7419	60.6948	63.7987	67.0614
1180	Deputy County Administrator	EXE	R	550	6/23/2019	52.0000	54.6593	57.4546	60.3928	63.4813
1190	Deputy County Counsel I	EXE	R	469	6/23/2019	34.7178	36.4933	38.3596	40.3213	42.3833
1200	Deputy County Counsel II	EXE	R	489	6/23/2019	38.3596	40.3213	42.3833	44.5508	46.8291
1205	Deputy County Counsel III	EXE	R	513	6/23/2019	43.2374	45.4485	47.7728	50.2159	52.7839
5034	Deputy County Counsel IV	EXE	R	535	6/23/2019	48.2517	50.7193	53.3131	56.0395	58.9054
1220	Deputy Director Social Srves	MGT	R	483	6/23/2019	37.2286	39.1325	41.1338	43.2374	45.4485
1230	Deputy District Attorney I	DDA	R	451	6/23/2019	31.7368	33.3598	35.0659	36.8591	38.7441
1240	Deputy District Attorney II	DDA	R	479	6/23/2019	36.4933	38.3596	40.3213	42.3833	44.5508
	Deputy District Attorney III	DDA	R	503	6/23/2019	41.1338	43.2374	45.4485	47.7728	50.2159
241	Deputy District Attorney IV	DDA	R	525	6/23/2019	45.9041	48.2517	50.7193	53.3131	56.0395
260	Deputy Probation Officer I	DSA	R	384	12/23/2018	22.7215	23.8835	25.1049	26.3888	27.7383
270	Deputy Probation Officer II	DSA	R	404	12/23/2018	25.1049	26.3888	27.7383	29.1568	30,6479
271	Deputy Probation Officer II R	DSA	T	404	12/23/2018	25.1049	26.3888	27.7383	29.1568	30.6479
280	Deputy Public Defender I	DDA	R	451	6/23/2019	31.7368	33.3598	35.0659	36.8591	38.7441
290	Deputy Public Defender II	DDA	R	479	6/23/2019	36.4933	38.3596	40.3213	42.3833	44.5508
300	Deputy Public Defender III	DDA	R	503	6/23/2019	41.1338	43.2374	45.4485	47.7728	50.2159
301	Deputy Public Defender IV	DDA	R	525	6/23/2019	45.9041	48.2517	50.7193	53.3131	56.0395
310	Deputy Sheriff	DSA	R	415	12/23/2018	26.5207	27.8770	29.3026	30.8011	32.3763
315	Deputy Sheriff Corporal	DSA	R	427	12/23/2018	28.1564	29.5964	31.1099	32.7009	34.3732
320	Deputy Sheriff Recruit	DSA	R	395	12/23/2018	24.0029	25.2304	26.5207	27.8770	29.3026
001	Deputy Sheriff- Detective +10	DSA	R	425	12/23/2018	27.8770	29.3026	30.8011	32.3763	34.0321
002	Deputy Sheriff- Detective +20	DSA	R	435	12/23/2018	29.3026	30.8011	32.3763	34.0321	35.7725
505	Dir Innovation & Business Asst	EXE	R	537	1/7/2020	48.7354	51.2277	53.8475	56.6013	59,4959
455	Director Of Behavioral Health	MGT	R	592	6/23/2019	64.1177	67.3967	70.8434	74.4663	78.2745
430	Director Of Environmental HIth	MGT	R	520	6/23/2019	44.7736	47.0633	49.4701	52.0000	54.6593
275	Director of Public Health	MGT	R		6/21/2020	43.4535	45.6758	48.0116	50.4669	53.0478
500	District Attorney	ELE	R		6/23/2019	85.6269	0.0000	0.0000	0.0000	0.0000
491	District Attornev Inv - Relief	DSA	T		12/23/2018	32.7009	34.3732	36.1311	37.9788	39.9211
490	District Attorney Investigator	DSA	R		12/23/2018	32.7009	34.3732	36.1311	37.9788	39.9211
520	Election Worker	GEN	Т	274	1/1/2020	13.1271	13.7985	14.5041	15.2459	16.0255
505	Elections Supervisor	MGT	R		6/23/2019	30.9552	32.5382	34.2022	35.9513	37.7899

County of Tuolumne



2017 - 2020 Executive/Confidential Unit Compensation Plan

2017-2020 COMPENSATION PLAN COUNTY OF TUOLUMNE EXECUTIVE AND CONFIDENTIAL UNIT

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Included among the Confidential employees are: Assistant to the County Counsel, Human Resources Technician I/II/Senior, Executive Assistant, and Payroll Technician I/II/Senior. Confidential clerical employees shall receive overtime compensation as described below:

B. Overtime

- (a) Policy. It is the policy of the County of Tuolumne to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of the department head to arrange for the accomplishment of workload under their jurisdiction within the normal tour of duty of employees. Each department shall keep complete and accurate records of all overtime earned in every pay period. The County has the right to require overtime to be worked as necessary. Prior to requiring overtime, the department head or designee shall solicit qualified volunteers from within the department. To the extent possible, overtime will be distributed equitably amongst qualified employees within the department.
- **(b) Definition.** Overtime is defined as hours actually worked in excess of forty (40) hours in a workweek. Overtime shall be reported in increments of full fifteen (15) minutes & is non-accumulative and non-payable in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals.
- (c) Overtime Compensation. Any employee authorized by the department head or authorized representative to work overtime shall be compensated at premium rates, i.e. one and one-half (1-1/2) times the employee's regular hourly rate of pay. Upon an employee's request, overtime may be compensated as compensatory time off (CTO). CTO shall be credited at time and one-half. No more than fifty-six (56) hours shall be accrued. When the employee reaches the fifty-six (56) hour maximum additional overtime worked shall be compensated in cash. If an employee draws down his or her CTO balance, additional hours may be accrued until the fifty-six (56) hour maximum is reached. Compensating time off may be taken at the request of the employee and with the approval of the department head or designee. Compensating time off will be taken in straight time hours. Prior to the transfer and/or promotion of an employee, all compensating time off shall be taken or paid at the employee's then current base hourly rate.
- (d) Workweek. The workweek for purposes of overtime is 12:01 a.m. Sunday to 12:00 p.m. (midnight) the following Saturday. Department heads and individual employees may agree to modify the workweek in order to facilitate flexible work hours.

Section 3. Flexible Work Schedule

Flexible work hours during the employee's standard tour of duty will be allowed only through the use of the CONTRACT TO WORK FLEXIBLE WORK SCHEDULE. A sample copy of the CONTRACT TO WORK FLEXIBLE WORK SCHEDULE is attached hereto as Attachment A. Department heads have the exclusive authority to set Departmental policy regarding the starting and stopping of work hours for employees working a flexible work schedule. **This Section shall not apply to Elected Officers.**

Section 4. Retention Incentive Pay

Employees who have completed ten (10) years of County employment shall be granted a ten (10) range salary increase. For each subsequent year worked an employee shall receive an

additional one (1) range increase for every year worked in excess of ten (10) years (i.e. eleven (11) years eleven (11) ranges, twelve (12) years twelve (12) ranges etc.), to a maximum of thirty-five (35) years. Effective July 1, 2018, the annual range increase shall be eliminated and shall be as follows.

Employees who have completed ten (10) continuous years of County employment shall be granted a ten (10) ranges salary increase, employees having completed fifteen (15) continuous years of County employment shall be granted an additional five (5) ranges salary increase, employees who have completed twenty (20) continuous years of County employment shall be granted an additional five (5) ranges salary increase, employees who have completed twenty-five (25) continuous years of County employment shall be granted an additional five (5) ranges salary increase, and employees who have completed thirty (30) continuous years of County employment shall be granted an additional five (5) ranges salary increase in their base salary range upon approval. Employees shall be frozen at the current range said employee is receiving on July 1, 2018 and shall remain at this range until eligible for the next increase (e.g. if an employee is receiving thirteen (13) ranges on July 1, 2018, employee shall remain at that range until eligible for fifteen (15) ranges).

Relief employment shall not be applicable to the years of service requirements stated above. Employees who meet the employment criteria above shall make application by letter for the incentive pay through their department head. The Department Head, where applicable, shall either reject the request or make recommendation for the incentive, based upon the employee's overall performance, and forward the request to the County Administrator. The CAO shall overrule, approve, or reject the request and forward it appropriately. If rejected a new request may be made in one year from the employee's anniversary date. The incentive automatically renews annually unless overall performance "does not meet expectations" as determined by an annual evaluation. If approved, the retention incentive pay shall become effective the first of the pay period following the employee's anniversary date.

Elected and Appointed Officers shall be entitled to retention incentive pay based upon the total number of years of full time employment with the County of Tuolumne. The number of years of full time employment shall include the number of years as an Elected or Appointed Officer plus the number of years spent as an employee of the County of Tuolumne. "Appointed Officers" are defined as the County Administrator and the County Counsel. Years of service do not have to be continuous.

Section 5. Uniforms

The Sheriff and Undersheriff shall be allowed a uniform allowance in the amount of one thousand dollars (\$1,000) annually and will be paid in equal amounts each pay period. In addition, the County agrees to pay one thousand dollars (\$1,000) to such newly hired personnel at their date of employment provided that if the employee leaves before the end of one full year he/she shall have a prorated amount for that portion of the year he/she did not work deducted from his/her last paycheck. After a newly hired employee completes his/her first year of employment, said employee shall begin to receive the uniform allowance in equal amounts each pay period. In the event that the Deputy Sheriffs' Association receives a higher uniform allowance, the Sheriff's and Undersheriff's uniform allowance will increase to the same level as the Deputy Sheriffs' Association members.

Section 6. Educational Reimbursement

A. Educational Reimbursement

Employees that are entitled, under IRS rules, to make "catch up" deferred compensation contributions may convert accrued leave to compensation, during the last four years of employment. There will be no limit as to the amount of leave that may be converted to compensation. Per IRS rules, no catch up contributions are permitted the final 12 months of employment prior to retirement.

If an employee feels that they have been unfairly rated, they can appeal that rating to the County Administrator, who can either uphold or overturn the rating and whose determination is final. Members of this unit cannot participate in this Deferred Compensation Matching Program until after completing initial probation.

Section 12. Retirement Contribution

Effective May 4, 2015 for all Safety Members and October 19, 2014 for Miscellaneous Members, Tier One and Tier Two employees shall contribute 6.25% of the employer's share of cost.

- (1) Tier One: Employees hired on or before March 12, 2011. The County shall provide the 2% at 55 retirement program through the Public Employees' Retirement System (PERS) for "miscellaneous" (non-public safety) employees. The County shall provide the 3% at 50 retirement program through the Public Employees' Retirement System (PERS) for "public safety" employees. In light of the new contribution toward employer cost, the County will continue to pay the employee contribution of 7% for miscellaneous and 9% for safety employees and report the value of the employer paid member contributions (EPMC) to PERS as compensation
- (2) Tier Two: Employees hired on March 13, 2011 through December 31, 2012 shall be covered by the following PERS retirement plans:

Miscellaneous formula shall be 2% at 60 Safety formula shall be 2% at 50

Retirement shall be based on the highest 36 months of employment.

In light of the new contribution toward employer costs, the County will pay the employee contribution of 7% for miscellaneous and 9% for safety employees, however, the full pay and reporting value is not available for Tier 2 employees.

(3) Tier Three: Employees hired on or after January 1, 2013 shall be covered by the following PERS retirement plans:

Miscellaneous formula shall be 2% at 62 Safety formula shall be 2.7% at 57

Retirement shall be based on the highest 36 months of employment.

Miscellaneous and safety employees shall pay the percentage of normal cost as determined by CalPERS.

(4) Elected and Appointed Officers: Elected and Appointed Officers have the option of not

participating in PERS. If the Officer so elects not to participate in PERS, Officers enrolled in either Tier One or Tier Two may elect to have their salary increased by 7%.

Section 13. Leave Provisions

Except as otherwise provided herein or by law, employees in the Executive and Confidential Unit shall receive the same leave benefits as are provided to employees in the Management and Supervisory Unit (which is reprinted, with editing, as follows). This Section shall not apply to Elected Officers.

Subsection A: Holidays

1. **Fixed Holidays**. All employees in permanent positions shall be entitled to the following fixed holidays:

New Year's Day

Martin Luther King, Jr. Day

Presidents' Day

Memorial Day Labor Day

Independence Day Veterans' Day

Thanksgiving Day

Day after Thanksgiving Day

Day before Christmas

Christmas Day

- 2. If a fixed holiday falls on a Saturday, the preceding Friday will be observed as the fixed holiday. If a fixed holiday falls on a Sunday, the succeeding Monday will be observed as the fixed holiday.
- 3. Whenever a permanent employee is required to work three (3) hours or less on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour-for-hour basis, floating holiday time. In the event that a permanent employee is required to work more than three (3) hours, the permanent employee shall accrue eight (8) hours of floating holiday time.
- **4.** Employees must be in a full paid status for a full shift the last scheduled work day before and the first scheduled work day after a fixed holiday to receive holiday pay.

Subsection B: Personal Leave

The following personal leave accrual rates shall be established for permanent employees:

ANNUAL

PERSONAL LEAVE ACCRUAL RATE YEARS OF SERVICE

240 Hours

0-3 years

280 Hours

4-9 years

320 Hours

10 and above years

Employees may not accrue personal leave time in excess of:

with less than 10 continuous years of County employment =

four (4) times

with more than 10 but less than 15 continuous years

= five (5) times





All pay is effective 09/22/2019 (amended as of 7/22/2020)
All pay is hourly unless preceeded by \$ sign, then it is salaried based on a bi-weekly pay schedule

Bargaining Unit Title	Bargaining Unit Code				
SEIU Local 1021	01				
Sheriff's Office Association	02				
CAO	03				
Management	04				
Elected	05				
SEIU Local 1021-Professsional	011				
Deputy District Attorney	012				
Deputy Sheriff's Association	021				
Sheriff's Mid Management	022				
Probation	025				
Confidential	041				
Mid Management	042				

Range	Unit	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
1783	01	4-H Program Coordinator	22.41	23.53	24.71	25.94	27.24	C
2111	01	Accountant I	25.69	26.97	28.32	29.74	31.23	C
2239	041	Accountant I*	26,97	28.32	29.73	31.22	32.78	C
2367	01	Accountant II	28.25	29.66	31.15	32.70	34.34	C
1235	041	Administrative Assistant II	16.93	17.78	18,67	19.60	20.58	C
1010	01	Administrative Asst I	14.68	15.41	16.18	16.99	17.84	C
1155	01	Administrative Asst II	16.13	16.94	17.78	18.67	19.61	C
1316	01	Administrative Asst II-Translator	17.74	18.63	19.56	20.54	21.56	C
1316	01	Administrative Asst, Sr	17.74	18.63	19.56	20.54	21.56	C
1977	01	Administrative Legal Secretary	24.35	25.57	26.85	28.19	29.60	c
2099	041	Administrative Legal Secretary	25.57	26.85	28.19	29.60	31.08	C
1652	01	Administrative Secretary	21,10	22,16	23.26	24,43	25.65	C
1782	01	Administrative Supervisor	22.40	23.52	24.70	25.93	27,23	C
1894	041	Administrative Supervisor (SO)	23.52	24.70	25.93	27.23	28.59	C
1863	01	Administrative Technician	23.21	24.37	25.59	26.87	28.21	C
N/A	04	Agricultural Commissioner	\$4,107.46	24.01	20,00	20.01	20,21	E
N/A	04	Agricultural Commissioner/Air Pollution Control Officer*	\$4,564.11					E
1677	01	Agriculture & Standards Insp I	21.35	22,42	23.54	24.72	25.95	C
1970	01	Agriculture & Standards Insp II	24.28	25.49	26.77	28.11	29.51	C
2336	01	Agriculture & Standards Insp III	27.94	29.34	30.80	32.34	33.96	C
1098	01	Agriculture Technician	15.56	16.34	17.15	18.01	18.91	C
1255	01	Agriculture Technician/GIS Asst	17.13	17.99	18.89	19.83	20.82	C
2092	01	Air Pollution Inspector I	25.50	26.78	28.11	29.52	31.00	C
2477	01	Air Pollution Inspector II	29.35	30.82	32.36	33.98	35.68	C
1980	01	Air Pollutiion Technician	24.38					
1010	01	Airport Assistant		25.60	26.88	28.22	29.63	С
3040	01	Airport Manager	14.68	15.41	16,18	16.99	17.84	С
1159	01	Animal Care Technician I	34.98	36.73	38.57	40.49	42.52	E
1448	01	Animal Care Technician II	16.17	16.98	17.83	18.72	19.65	С
N/A	042	Animal Control Director	19.06	20.01	21.01	22.06	23,17	С
1273	01	Animal Control Office Coord	\$3,476,16	40.40	40.00			E
1273	01	Animal Control Officer I	17.31	18.18	19.08	20,04	21.04	С
1448	01	Animal Control Officer II	17,31	18.18	19.08	20.04	21.04	С
1734	01	Animal Control Officer III	19.06	20.01	21.01	22.06	23.17	С
1911	01	Appraiser I	21.92	23.02	24.17	25.38	26.64	С
2397	01	Appraise II	23.69	24.87	26,12	27.42	28,80	C
1010	01	Archives Assistant	28.55	29.98	31.48	33.05	34.70	С
1570	01	Archivist	14.68	15.41	16,18	16.99	17.84	С
N/A	05	Assessor	20.28	21.29	22.36	23.48	24.65	С
N/A	042		\$4,250.57					E
N/A	042	Assistant Assessor	\$3,461.09					E
N/A	042	Assistant Auditor-Controller	\$3,919.16					E
2507	01	Assistant County Counsel	\$5,278,27					Е
2804		Assistant in Civil Engineering I	29.65	31.13	32.69	34.32	36.04	С
	01	Assistant in Civil Engineering II	32.62	34.25	35.96	37.76	39.65	C
3294	01	Associate Civil Engineer	37.52	39.40	41.37	43_43	45.61	E
N/A	05	Auditor	\$4,465.71					E
1887	01	Auditor-Appraiser I	23.45	24.62	25.85	27.15	28.50	С
2397	01	Auditor-Appraiser II	28.55	29.98	31.48	33.05	34.70	С
1608	01	Behavioral Health Aide	20.66	21.69	22.78	23.92	25.11	C
2558	011	Behavioral Health Care Clinician I	30.16	31.67	33.25	34.91	36.66	**
2861	011	Behavioral Health Care Clinician II	33.19	34.85	36.59	38.42	40.34	**
3193	011	Behavioral Health Care Clinician III	36.51	38.34	40.25	42.26	44.38	**
1818	01	Behavioral Health Care Counselor I	22.76	23,90	25,09	26.35	27.66	С
2044	01	Behavioral Health Care Counselor II	25.02	26.27	27.58	28.96	30.41	С
2558	011	Behavioral Health Care Nurse I	30.16	31,67	33.25	34.91	36,66	••
2861	011	Behavioral Health Care Nurse II	33.19	34.85	36.59	38.42	40.34	••
3191	011	Behavioral Health Care Nurse III	36,49	38.31	40.23	42.24	44.35	**
2170	01	Behavioral Health Care Supv (A/D)	26,28	27.59	28.97	30.42	31,94	E
N/A	042	Behavioral Health Director	\$4,980.27					Е

2481	021	Deputy Sheriff (Basic)	29,39	30,86	32,40	34.02	35.72	С
2626	021	Deputy Sheriff (Intermediate)	30.84	32.38	34.00	35.70	37.49	C
2187	021	Deputy Sheriff-Trainee	26,45	27,77	29.16	30.62	32,15	C
2804	01	Deputy Surveyor/ Deputy Registrar of Voters	32,62	34.25	35,96	37.76	39.65	С
N/A	042	Director of Environmental Health	\$3,996.83					Ε
N/A	042	Director of Solid Waste /County Safety Officer	\$4,361.67					E
N/A	04	Director of Transportation and Public Works	\$5,037.70					E
2651	01	Director of Victim Witness Assistance Bureau	31.09	32.64	34.28	35.99	37.79	E
1684	02	Dispatcher (Training)	21.42	22.49				
1993	02	Dispatcher-Corporal			23.62	24.80	26.04	С
874	02	Dispatcher-EMD	24,51	25.74	27.02	28.37	29.79	С
2243	02	Dispatcher-Supervising	23.32	24.49	25.71	27,00	28.35	С
N/A	05	District Attorney	27.01	28,36	29,78	31,27	32,83	С
N/A	03		\$5,862.96					E
475	01	District Attorney, Chief Assistant	\$5,583.80					E
		Elections Supervisor	29.33	30.80	32.34	33,95	35.65	С
010	01	Elections Support Worker	14.68	15.41	16.18	16.99	17.84	С
1468	01	Elections Technician	19.26	20.22	21.23	22.30	23.41	С
2137	01	Eligibility Supervisor	25.95	27.25	28.61	30.04	31.54	С
1225	01	Eligibility Worker I	16.83	17.67	18.56	19.48	20.46	C
1392	01	Eligibility Worker II	18.50	19,43	20,40	21.42	22,49	С
1582	01	Eligibility Worker III	20.40	21,42	22,49	23,62	24,80	С
1578	01	Eligibility Worker II-Translator	20.36	21.38	22.45	23.57	24.75	C
2338	01	Employment & Training Supervisor	27.96	29.36	30,83	32.37	33,99	C
620	01	Employment & Training Worker I	20.78	21.82	22.91	24.06	25.26	C
828	01	Employment & Training Worker II	22.86	24.00	25.20	26.46	27.79	C
055	01	Employment & Training Worker III	25.13	26.39	27.71	29.09	30.55	C
075	01	Engineering Technician						
097	01	Environmental Health Specialist I	25.33	26.60	27.93	29.32	30.79	C
482	01	Environmental Health Specialist II	25,55	26.83	28,17	29.58	31,06	С
779	01		29,40	30.87	32.41	34.03	35.74	С
531		Environmental Health Specialist III	32.37	33.99	35,69	37.47	39.35	С
- Charles	01	Environmental Health Technician !	19.88	20.87	21.92	23.01	24.16	С
730	01	Environmental Health Technician II	21,88	22.97	24.12	25.33	26.60	C
2221	01	Executive Assistant	26.79	28,13	29.54	31.01	32.56	С
2354	041	Executive Assistant	28,12	29.53	31.00	32.55	34.18	С
2707	041	Executive Legal Assistant***	31.65	33,23	34.89	36.64	38.47	С
3279	01	Facilities & Projects Manager	37,37	39.24	41.20	43.26	45.42	E
958	01	Facilities & Projects Specialist	24,16	25,37	26.64	27.97	29.37	С
2342	- 01	Finance & Admin Supervisor	28.00	29.40	30.87	32.41	34.03	C
152	01	Finance Asst I	16.10	16.90	17.75	18.64	19.57	С
1312	01	Finance Asst II	17.70	18.59	19.51	20.49	21,51	C
1489	01	Finance Asst Sr	19.47	20.44	21.47	22.54	23.67	C
1685	01	Finance Technician	21.43	22.50	23.63	24.81	26.05	C
1792	041	Finance Technician (DA)	22.50	23.63	24.81	26.05	27.35	C
2650	.01	Fiscal Officer	31.08	32.63	34.27	35.98	37.78	C
N/A	04	General Services Administration Director***	\$5,982.53	32,03	34.21	30.90	37.70	
1010	01	General Services Aide		15.41	40.40	40.00	47.04	E C
3279	01	Geographic Inform Sys Coor	14.68	15.41	16.18	16.99	17.84	
1764	01	Geographic Inform Sys Cool	37.37	39.24	41.20	43.26	45.42	С
2009	01	Geographic Inform Sys Tech II	22.22	23.33	24,50	25.72	27.01	С
1599	01	CE Administrative Appl II Townstate	24.67	25.90	27.20	28.56	29.99	С
N/A		GF-Administrative Asst II-Translator	20,57	21.60	22.68	23.81	25.00	С
	042	GSA County Government Support Services Director	\$4,057.09					E
N/A	04	Health and Human Services Director	\$5,803.65					E
651	011	Health Educator I	31.09	32.64	34.28	35.99	37.79	Ε
2806	011	Health Educator II	32.64	34.27	35.99	37.78	39.67	Е
N/A	04	Health Officer (Part-time position)	\$3,264.79					E
2060	01	Heavy Equipment Mechanic	25,18	26.44	27.76	29.15	30.61	C
2381	041	Human Resource Specialist	28.39	29.81	31.30	32.86	34.51	С
967	041	Human Resource Technician	24.25	25.46	26.74	28.07	29.48	С
V/A	04	Human Resources Director	\$4,491.61					E
707	041	Human Resources/Risk Administrator	31.65	33.23	34.89	36.64	38.47	E
778	01	Information Systems Analyst	32.36	33.98	35.68	37.46	39.33	C
234	01	Information Systems Specialist	26.92	28.27	29,68	31.16	32.72	C
743	01	Information Systems Tech I	22.01	23.11	24.27	25.48	26.75	C
990	01	Information Systems Tech II	24.48	25.70	26.99	28.34	29.76	C
V/A	04	Information Technology Director	\$4,646.02	20.70	20.00	20.04	20.10	E
	01	Learning Center Coordinator	25.06	26.31	27.63	29.01	30.46	C
048	01	Legal Assistant	26.80	28.14	29,55	31.02	32.58	C
		Legal Office Supervisor						
222			28.00	29.40 21.15	30.87	32.41	34.03	C
222 342	01		20.44		22,20	23.31	24.48	C
222 342 556	01 01	Legal Secretary I	20.14			25.00	00.04	C
222 342 556 756	01 01 01	Legal Secretary I Legal Secretary II	22,14	23.25	24,41	25,63	26.91	
222 342 556 756 977	01 01 01 01	Legal Secretary I Legal Secretary II Legal Secretary, Sr	22,14 24.35	23.25 25.57	24.41 26.85	28.19	29.60	С
222 342 556 756 977 189	01 01 01 01 01	Legal Secretary I Legal Secretary II Legal Secretary, Sr Library Assistant	22,14 24.35 16.47	23.25 25.57 17.29	24.41 26.85 18.16	28.19 19.07	29.60 20.02	C
222 342 556 756 977 189	01 01 01 01 01 01	Legal Secretary I Legal Secretary II Legal Secretary, Sr Library Assistant Library Literacy Program Assistant	22,14 24.35 16.47 16.47	23.25 25.57 17.29 17.29	24.41 26.85 18.16 18.16	28.19 19.07 19.07	29.60 20.02 20.02	C C
222 342 556 756 977 189 189 437	01 01 01 01 01 01 01	Legal Secretary I Legal Secretary II Legal Secretary, Sr Library Assistant Library Literacy Program Assistant Library Literacy Program Coord	22,14 24.35 16.47 16.47 18.95	23.25 25.57 17.29 17.29 19.90	24.41 26.85 18.16	28.19 19.07	29.60 20.02 20.02 23.03	C C C
222 342 556 756 977 189 189 437 353	01 01 01 01 01 01 01 01	Legal Secretary I Legal Secretary II Legal Secretary, Sr Library Assistant Library Literacy Program Assistant Library Technician	22,14 24.35 16.47 16.47	23.25 25.57 17.29 17.29	24.41 26.85 18.16 18.16	28.19 19.07 19.07	29.60 20.02 20.02	C
222 342 556 756 977 189 189 437 353	01 01 01 01 01 01 01 01 01	Legal Secretary I Legal Secretary II Legal Secretary, Sr Library Assistant Library Literacy Program Assistant Library Literacy Program Coord Library Technician Licensed Vocational Nurse	22,14 24.35 16.47 16.47 18.95	23.25 25.57 17.29 17.29 19.90	24.41 26.85 18.16 18.16 20.89	28.19 19.07 19.07 21.94	29.60 20.02 20.02 23.03	C C C
222 342 556 756 977 189 189 437 353 558	01 01 01 01 01 01 01 01 01 01 01	Legal Secretary I Legal Secretary II Legal Secretary, Sr Library Assistant Library Literacy Program Assistant Library Literacy Program Coord Library Technician Licensed Vocational Nurse Lieutenant	22,14 24.35 16.47 16.47 18.95 18.11 30.16	23.25 25.57 17.29 17.29 19.90 19.02 31.67	24.41 26.85 18.16 18.16 20.89 19.97	28.19 19.07 19.07 21.94 20.96	29.60 20.02 20.02 23.03 22.01 36.66	C C C C
048 222 342 556 756 977 189 189 437 353 558 800 084	01 01 01 01 01 01 01 01 01	Legal Secretary I Legal Secretary II Legal Secretary, Sr Library Assistant Library Literacy Program Assistant Library Literacy Program Coord Library Technician Licensed Vocational Nurse	22,14 24.35 16.47 16.47 18.95 18.11 30.16 52.58	23.25 25.57 17.29 17.29 19.90 19.02 31.67 55.21	24,41 26.85 18.16 18.16 20.89 19.97 33.25 57.97	28.19 19.07 19.07 21.94 20.96 34.91 60.87	29.60 20.02 20.02 23.03 22.01 36.66 63.91	C C C C
222 342 556 756 977 189 189 437 353 558	01 01 01 01 01 01 01 01 01 01 01	Legal Secretary I Legal Secretary II Legal Secretary, Sr Library Assistant Library Literacy Program Assistant Library Literacy Program Coord Library Technician Licensed Vocational Nurse Lieutenant	22.14 24.35 16.47 16.47 18.95 18.11 30.16 62.58 15.42	23.25 25.57 17.29 17.29 19.90 19.02 31.67 55.21 16.19	24,41 26.85 18.16 18.16 20.89 19.97 33.25 57.97 17.00	28.19 19.07 19.07 21.94 20.96 34.91 60.87 17.85	29.60 20.02 20.02 23.03 22.01 36.66 63.91 18.74	C C C C C E
222 342 556 756 977 189 189 437 353 558 800	01 01 01 01 01 01 01 01 01 01 01 01 01	Legal Secretary I Legal Secretary II Legal Secretary, Sr Library Assistant Library Literacy Program Assistant Library Literacy Program Coord Library Technician Licensed Vocational Nurse Lieutenant Mail and Warehouse Specialist	22,14 24.35 16.47 16.47 18.95 18.11 30.16 52.58	23.25 25.57 17.29 17.29 19.90 19.02 31.67 55.21	24,41 26.85 18.16 18.16 20.89 19.97 33.25 57.97	28.19 19.07 19.07 21.94 20.96 34.91 60.87	29.60 20.02 20.02 23.03 22.01 36.66 63.91	C C C C

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF AMADOR, STATE OF CALIFORNIA

IN THE MATTER OF:		
RESOLUTION RELATIVE TO SALARIES AND FRINGE BENEFITS FOR MANAGEMENT EMPLOYEES)	RESOLUTION NO. 20-047

BE IT RESOLVED that this resolution is being adopted to reflect the following change:

 Adding a Full time Health Officer to the wage plan to reflect the temporary full time status due to the current Public Health Emergency

TERMS AND CONDITIONS

- 1. Employees herein serve at the pleasure of the Board of Supervisors with the exception of the Chief Assistant District Attorney, who serves at the pleasure of the District Attorney; Chief Probation Officer, who is appointed and removed by the presiding judge; the County Counsel, who is appointed by the Board of Supervisors to a four-year term; and the Undersheriff, whose tenure is discussed in paragraph 3.B below. These employees shall adhere to all policies and procedures applicable to other County management employees.
- Personnel covered by this resolution are required to devote the appropriate amount of time at their place of work, either in the office or at other sites, necessary to complete the responsibilities and duties of their positions.
- 3. The following terms and conditions apply only to the position of Undersheriff:
 - A. The salary shall be equal to or above the salary established for the position of Captain.
 - B. The Undersheriff shall be eligible to receive all education, POST, and longevity incentives that are afforded to the Sheriff's Office Mid-Management Unit as well as all uniform allowances that are afforded to the Sheriff's Office Mid-Management Unit.
 - C. The Undersheriff's employment shall begin upon his/her effective date of appointment and shall terminate upon the appointing Sheriff's leaving office for any reason and a new Sheriff taking office. The Undersheriff's position shall automatically terminate without notice or hearing upon the appointing Sheriff's leaving office and his/her successor taking office. Any Undersheriff whose employment terminates as a result of the appointing Sheriff's leaving office shall have bumping rights to any position in the Sheriff's Office, including the highest position which was previously held before becoming the Undersheriff at the appropriate step based upon the duration of the Undersheriff's length of County employment in all positions within the Sheriff's Office.
 - D. The Undersheriff shall be required at the time of his/her appointment to have all of the professional qualifications of the Sheriff.
 - E. The Undersheriff shall act as the Chief Deputy of the Sheriff and as the Executive Officer of the Sheriff's Office working under the direction and control of the Sheriff.
 - F. The Undersheriff shall be an at-will employee serving at the pleasure of the Sheriff. He/She shall adhere to all policies and procedures applicable to other County management employees and if, in the opinion of the Board of Supervisors, the Undersheriff violates any said policy and/or procedure creating the probability of substantial County liability and the Sheriff fails to impose appropriate discipline on the Undersheriff, the Board of Supervisors may discipline the Undersheriff up to, and including, termination of the Undersheriff without notice or hearing. The Board of Supervisors shall not have the right to discipline

the Undersheriff for any other reason.

G. Effective retroactive to October 1, 2017, longevity pay will be granted to all members of this unit for 10, 15 and 20 years in 2.5% increments under the same terms and conditions as the County's General Unit bargaining Group

09/22/2019 Classification and Wage Plan and listed as Appendix A

BENEFIT PACKAGE

- 4. Voluntary Reduced Work Schedule: Employees have the option to continue their voluntary reduced work schedule of 36 hours per week or 72 hours bi-weekly, request a voluntary reduced work schedule of 36 hours per week or 72 hours bi-weekly or rescind their previous request for a voluntary reduced work schedule. Employee's seniority, benefits and leave accruals will not be affected. Employees do not need to submit a request each year to continue their reduced work schedule. If an employee elects to take the reduced workweek, they shall remain on the reduced workweek until the beginning of the following fiscal year. The County reserves the right to rescind the reduced workweek at any time.
- 5. Retirement Program: Employees herein shall receive the same Public Employees' Retirement System program offered through the County (Local Safety Members for Undersheriff and Chief Probation Officer, Local Prosecutors for Chief Assistant District Attorney, and Local Miscellaneous Members for all other unit members), as such programs may be amended from time to time. The Employer Paid Member Contribution (EPMC) shall be as follows:
 - A. Effective October 1, 2011, the EPMC shall be 1% for all employees except for the Undersheriff, the Chief Probation Officer, and the Chief Assistant District Attorney. For those employees, the EPMC shall be 3%.
 - B. Effective July 1, 2014, the EPMC for members of the Board of Supervisors shall be 4% (Board Members will be paying 3% of their CalPERS Member Contributions) and effective July 1, 2015 EPMC shall be 1% (Board Members will be paying an additional 3% of their CalPERS Member Contributions, for a total CalPERS Member Contribution by Board Members of 6%).
 - C. Effective January 1, 2013 all employees hired as new employees according to PERS regulations shall pay one-half of the normal cost as determined by CalPERS.
 - D. Effective July 1, 2016 all Classic employees shall pay seven percent (7%) of the EPMC. This means all Classic employees will be paying their full 7% of their EPMC except for the Undersheriff, the Chief Probation Officer, and the Chief Assistant District Attorney. These employees will be paying 7% of their EPMC and the County will be paying 2% of their EPMC.
 - E. The reduction in EPMC listed above shall not apply to other employees whose benefits are the equivalent to those provided to Management members, such as the County Administrative Officer, or to elected officials, unless specifically adopted by contract or resolution dated after the effective date of this Resolution.
- 6. <u>Health Insurance</u>: Employees herein shall be eligible for the same group health insurance programs provided to the County's General Unit bargaining group except for the Undersheriff and the Chief Probation Officer, who shall be eligible for the same group health insurance programs provided to the County's law enforcement bargaining units.
 - A. Effective January 1, 2017, all employees will contribute 2.5% of the total cost of the insurance premiums towards their insurance premiums and the County will be contributing 97.5 % of their insurance premiums

- B. A cash payment of \$233.92 per pay period shall be paid to all Management employees in lieu of major medical insurance benefits after proof of other major medical insurance has been obtained. During the bi-weekly payroll transition period starting September 1, 2019 through December 31, 2019, Management employees will be receiving a cash payment of \$253.41 per pay period in lieu of major medical insurance other than the County's, after proof of other major medical insurance has been obtained.
- C. Management employees retiring from County service shall be granted the right to continue participation in the group health insurance programs provided for active Management employees, to the extent said insurance programs allow, at the retired employee's expense.
- 7. <u>Sick Leave</u>: Employees herein shall accrue paid leave of absence for illness or injury to the employee or the employee's minor children.
 - A. Employees shall earn and accrue paid sick leave in regular increments of 3.6923 hours each pay period for every eighty (80) hours worked up to a maximum of 96 hours per year.
 - B. Employees on a voluntary reduced work schedule shall earn and accrue paid sick leave in regular increments of 3.6923 hours paid sick leave each pay period for every seventy-two (72) hours worked up to a maximum of 96 hours per year.
 - A. Unused sick leave shall accrue from year to year.
 - B. Upon retirement only, an employee who has accrued a minimum of 500 sick leave hours may, upon request of the employee, be paid in cash for one-half of the number of accrued sick leave hours up to a maximum payoff of 500 hours, with the balance of unused sick leave going toward PERS service credit.
- 8. <u>Vacation Leave</u>: Employees herein shall earn and accrue paid vacation leave in accordance with the following provisions (all other terms and conditions shall be the same as the County's General bargaining group):
 - A. Vacation leave shall be earned and accrued at a rate of 7.3846 hours in regular increments each pay period for every eighty (80) hours worked up to a maximum of 192 hours per year. Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued at the rate of 7.3846 hours in regular increments each pay period for every seventy-two (72) hours worked up to a maximum of 192 hours
 - B. Employees will only be allowed to carry over a two (2) year vacation accrual maximum. Accrual of vacation leave shall cease when the maximum amount of vacation leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's vacation leave is below the maximum allowed accrual.
 - C. An employee may elect to be paid off in cash (up to 40 hours only); provided, however, that the criteria outlined in the Amador County Policies and Procedures Manual (#2-230) has been met.
- 9. Holiday Leave: Management employees will receive the same paid holiday leave as the County's General Unit bargaining group with the exception of the Undersheriff, Chief Probation Officer and Chief Assistant District Attorney. For employees taking the voluntary reduced work schedule of 36 hours per week or 72 hours bi-weekly, they will be paid eight (8) hours of holiday pay. Any difference in the number of hours used on that holiday can be taken from vacation leave. If vacation leave is not available, employees will be docked the difference in pay
- 10. Management/Administrative Leave: Management employees shall earn and accrue Management/Administrative Leave in regular increments of 1.5384 hours each pay period for every eighty (80) hours worked up to a maximum of forty (40) hours per year. For employees on a voluntary reduced work schedule they shall earn and accrue paid Management/Administrative Leave

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in regular increments of 1.5384 hours paid sick leave each pay period for every seventy-two (72) hours worked up to a maximum of forty (40) hours per year subject to the following conditions:

- A. An employee may accrue Management/Administrative leave up to a maximum amount equal to twice their current annual Management/Administrative accrual rate.
- B. Part-time Management/Administrative employees shall receive five (5) pro-rated days of leave each year based on the number of hours they work.
- C. An employee shall not be eligible to utilize his/her Management/Administrative leave until after completion of six (6) continuous months of employment with the County.
- 11. Deferred Compensation Annuity Program: Every regular employee may enroll in a Deferred Compensation Annuity Program offered by a carrier through the County, in accordance with the enrollment provisions established by the carrier. For contributions to such a program, the employee shall utilize monthly payroll deductions, which shall be authorized, in writing, by the employee at least thirty (30) days prior to the first deduction. At its sole discretion, the County may change Deferred Compensation Plans. The County will contribute \$23.08 per pay period (based on 26 pay periods per year) up to \$600.00 annually to the section 457 deferred compensation account of each employee who contributes at least \$23.08 dollars per pay period (based on 26 pay periods per year) to their deferred compensation. In the years where there is an additional pay period (27 pay periods), the County will contribute \$22.22 per pay period up to \$600 annually to the section 457 deferred compensation account of each employee who contributes at least \$22.22 per pay period up to \$600 annually. However, if the employee ceases such contributions, the county match will no longer apply.
- 12. Employee Wellness Program: The County agrees to provide up to \$100.00 per calendar year cost reimbursement to <u>non-smoking</u> Management employees who participate in an organized fitness program or organized weight-reduction program.

EFFECTIVE DATE

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 24th day of March, 2020 by the following vote:

AYES:

Patrick Crew, Frank Axe, Richard Forster, Jeff Brown

NOES:

None

ABSENT:

Brian Oneto

Patrick Crew, Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the

Board of Supervisors, Amador County, California

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Deputy

MANAGEMENT UNIT CLASSIFICATION AND WAGE PLAN

2% Increase Effective 9/22/19 (Amended on 3/24/2020)

Classifications	Bi-weekly Salaries	10 yr	15 yr	20 yr
Agricultural Commissioner	\$4,107.46	\$4,210.14	\$4,315.40	\$4,423.28
Agricultural Commissioner/Air Pollution Control Officer	\$4,564.11	\$4,678.22	\$4,795.17	\$4,915.05
Community Development Director/Air Pollution Control Officer	\$5,554.05	\$5,692.90	\$5,835.22	\$5,981.10
County Counsel	\$5,869.55	\$6,016.29	\$6,166.70	\$6,320.86
County Surveyor/Chief Deputy Registrar of Voters	\$4,032.14	\$4,132.95	\$4,236.27	\$4,342.18
Director of Transportation and Public Works	\$5,037.70	\$5,163.64	\$5,292.73	\$5,425.05
Director of Solid Waste/ County Safety Officer	\$4,361.67	\$4,470.71	\$4,582.48	\$4,697.04
District Attorney, Chief Assistant	\$5,583.80	\$5,723.39	\$5,866.48	\$6,013.14
General Services Administration Director	\$5,982.53	\$6,132.10	\$6,285.40	\$6,442.54
Health and Human Services Director	\$5,803.65	\$5,948.74	\$6,097.46	\$6,249.89
Health Officer (Part-time position)	\$3,264.79	\$3,346.41	\$3,430.07	\$3,515.82
Health Officer	\$5,441.31	\$5,577.34	\$5,716.78	\$5,859.70
Human Resources Director	\$4,491.61	\$4,603.90	\$4,719.00	\$4,836.97
Information Technology Director	\$4,646.02	\$4,762.17	\$4,881.22	\$5,003.25
Probation Officer, Chief	\$5,803.65	\$5,948.74	\$6,097.46	\$6,249.89
Public Services Director	\$3,567.96	\$3,657.16	\$3,748.59	\$3,842.30
Undersheriff	\$5,803.65	\$5,948.74	\$6,097.46	\$6,249.89
Veterans Services Officer	\$2,920.18	\$2,993.18	\$3,068.01	\$3,144.71

ORDINANCE NO. 1788

Chapter 2.68

SALARIES OF ELECTED OFFICIALS

The Board of Supervisors of the County of Amador ordains as follows:

Section 1. Chapter 2.68 of the Amador County Code is hereby amended to read as follows:

Chapter 2.68 SALARIES OF ELECTED OFFICIALS

Sections:

2.68.020 Salaries.

2.68.025 Benefits.

2.68.030 Payable when.

2.68.020 Salaries.

The Elected Officials of the County shall receive as compensation for services required of him/her by law or virtue of his/her office salaries in accordance with the table set forth below for each month during which the elected official holds the office. Such salaries shall be prorated for the first and last pay period of his/her term.

Salaries (Bi-weekly) 2% Increase							
Effective Date	9/22/2019	10 yr	15 yr	20 yr			
		2.5%	2.5%	2.5%			
Assessor	\$4,250.57	\$ 4,356.83	\$ 4,465.76	\$ 4,577.40			
Auditor	\$ 4,465.71	\$ 4,577.35	\$ 4,691.79	\$ 4,809.08			
Clerk-Recorder	\$ 3,970.94	\$ 4,070.21	\$ 4,171.97	\$ 4,276.27			
District Attorney	\$5,862.96	\$6,009.53	\$6,159.77	\$6,313.77			
Sheriff-Coroner	\$6,093.63	\$6,245.97	\$6,402.12	\$6,562.17			
Treasurer-Tax Collector	\$ 4,155.95	\$ 4,259.85	\$ 4,366.34	\$ 4,475.50			



2.68.025 Benefits.

A. Except as set forth in this Chapter 2.68, each elected official shall accrue benefits as set forth in the most current resolution adopted for management unit employees (as if they are employees), with the exception of vacation, sick leave, unemployment, SDI benefits, and Paid Family Leave (PFL); provided, however, that each elected official shall receive six days of sick leave credit for each year of continuous service for which they were elected, which credit may be used only toward PERS retirement credit. Pension benefits for each elected official shall be as set forth in Section 2.68.025.D.

B. The Sheriff-Coroner shall be eligible for the same Retirement Plan to which the members of the Deputy Sheriff's Association, Sheriff's Office Association, and Sheriff's Office Mid-Management Association are entitled. The District Attorney shall be eligible for the same Retirement Plan for local prosecutors to which the members of the Amador County Deputy District Attorney Association are entitled. If an elected official elects not to participate in PERS, the total amount that the County would contribute to PERS on that official's behalf shall be paid to that official in cash and that official shall not be entitled to the sick leave credit described above.

C. The Sheriff-Coroner shall be eligible to receive all education, longevity, and POST incentives that are afforded to the Sheriff's Office Mid-Management Association, as well as all uniform allowances, if applicable. The District Attorney shall receive a vehicle allowance of \$267.93 per bi-weekly pay period.

- D. The Employer Paid Member Contribution (EPMC) for each elected officer shall be as follows:
 - 1. For the current Sheriff-Coroner and the District Attorney, the EPMC shall be seven percent (7%); and
 - 2. For the current Treasurer-Tax Collector, the Clerk-Recorder and the Assessor, the EPMC shall be five percent; and
 - All elected officials elected as new employees according to PERS regulations shall pay one half of normal cost as determined by CalPERS.

2.68.030 Payable when.

All salaries provided for under this chapter shall be paid under the same terms and conditions as salaries of other employees working for the county of Amador.

Section II. Prior to the expiration of fifteen (15) days from the passage of this Ordinance, or a summary thereof, with the names of the members of the Board of Supervisors voting for and against shall be published in the Amador Ledger-Dispatch, a newspaper of general circulation, published and circulated in the County of Amador. This Ordinance shall take effect thirty (30) days after the date of its adoption, and thenceforth and thereafter the same shall be in full force and effect.

The foregoing Ordinance was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 27^{th} day of August 2019, by the following vote:

AYES:

Brian Oneto, Richard M. Forster, Frank Axe, Patrick Crew, and Jeff Brown.

NOES:

None

Brian Oneto, Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the

Board of Supervisors, Amador County, California

Deputy



Effective: 01/01/20 Board Revision Date: 09/01/20

	ASSESSOR/ DIRECT ASMT OFF	COUNTY CLERK/RECORDE R	AUDITOR/ CONTROLLER	DISTRICT ATTORNEY	SHERIFF/CORONE R	TREAS/TAX COLL-PUB GUARD		
Sch/Range	ELE14	ELE12	ELE17	ELE20	ELE19	ELE05		
Step 1	8,114	7,721	8,740	10,901	10,508	6,504		
Step 2	8,526	8,114	9,183	11,447	11,034	6,830		
Step 3	8,959	8,526	9,649	12,020	11,586	7,172		
Step 4	9,413	8,959	10,139	12,621	12,167	7,531		
Step 5	9,891	9,413	10,653	13,253	12,776	7,915		
Step 6	10,393	9,891	11,193	13,916	13,415	8,317		
Step 7	10,653	10,139	11,473	14,265	13,751	8,526		
Step 8	10,920	10,393	11,760	14,622	14,095	8,740		
Step 9	11,193	10,653	12,054	14,988	14,448	8,959		
Step 10	11,473	10,920	12,356	15,364	14,810	9,183		
Step 11	11,760	11,193	12,665	15,749	15,181	9,413		
Step 12	12,054	11,473	12,982	16,143	15,561	9,649		
Step 13	12,356	11,760	13,308	16,547	15,951	9,891		
Step 14	12,665	12,054	13,641	16,961	16,350	10,139		
Step 15	12,982	12,356	13,983	17,386	16,759	10,393		
Step 16	13,308	12,665	14,333	17,821	17,178	10,653		
Step 17	13,641	12,982	14,692	18,267	17,608	10,920		
Step 18	13,983	13,308	15,060	18,725	18,049	11,193		
Step 19	14,333	13,641	15,437	19,194	18,501	11,473		
Step 20	14,692	13,983	15,823	19,674	18,964	11,760		
Step 21	15,060	14,333	16,219	20,167	19,438	12,054		
Step 22	15,437	14,692	16,625	20,672	19,925	12,356		
Step 23	15,823	15,060	17,041	21,189	20,423	12,665		
Hours/month	162.50	162.50	162.50	162.50	173.33	162.50		

TABLE UPDATES

01/01/20 COLA 2.6%

01/01/20 Range ELE19, 2% equity adjustment

10/01/18 2%COLA All Schedules

10/01/17 2%COLA All Schedules

10/01/16 2%COLA All Schedules

07/01/16 ELE19 5% increase (POST incentive eliminated)

07/01/15 3%COLA All Schedules

01/01/14 Replaced 9 step table with new table and increased 1%

BOARD OF SUPERVISORS

Colusa County Board of Supervisors salary is set by Ordinance.

Currently \$5,880/monthly, plus \$500/month for Chairman and \$300/month for Vice Chairman.

Commencing January 1, 2016 the salary shall be adjusted to equate to 33% of the salary for the Colusa County Superior Court Judge as reported by the National Center for State Courts in effect on January 1st of the then current even numbered year.

Prior rate set by Ordinance \$4,917 monthly effective 01/01/2014.

County of Colusa Monthly Job Class/Salary Schedule

Effective: 01/01/20

Board Revision Date: 09/01/20

ASST DIRECTOR PUBLIC WRKS MGT32 7.413 7.789 8,185 8.600 9,036 9,494 9,731 9.974 10.224 10,480 10.742 11,011 11,286 11.568 12,153 173.33 ASST TREAS-TAX COLLECTOR MGT15 4.862 5.109 5,371 5.644 5.932 6,233 6.389 6.549 6.714 6.882 7,054 7,232 7.413 7,599 7,984 162.50 ASST VETERANS SERV OFF MSC19 3.000 3,153 3.314 3.483 3,660 3,846 3.943 4.043 4.145 4,249 4.356 4.465 4,577 4.692 4,931 162.50 AUDITOR/APPRAISER II PF 32 4,184 4.397 4,620 4.855 5,102 5.361 5,495 5,633 5,774 5.919 6.067 6,219 6.375 6.535 6.867 162.50 AUDITOR/APPRAISER I PF 28 3,788 3,981 4.184 4.397 4.620 4.855 4,977 5.102 5,230 5.361 5.633 5,495 5.774 5,919 6.219 162.50 BILING PUBLIC HEALTH ASST MSC16 2,784 2.926 3,075 3.232 3,398 3,570 3.660 3,752 3,846 3.943 4.043 4.145 4,249 4.356 4.577 162.50 BILINGUAL ACCT CLERK I MSC08 2.284 2.399 2,520 2,649 2.784 2.926 3.000 3.075 3.153 3.232 3,314 3,398 3.483 3,570 3,752 162.50 BILINGUAL ACCT CLERK II MSC12 2.520 2,649 2.784 2.926 3,075 3,232 3,314 3.398 3.483 3.570 3,660 3.752 3.846 3,943 4.145 162.50 BILINGUAL ACCT CLERK II MSC16 2.784 2,926 3.075 3,232 3,398 3.570 3,660 3.752 3,846 3.943 4.043 4.145 4,249 4.356 4.577 162.50 BILINGUAL LEGAL SECRETARY MSC18 2,926 3,075 3,232 3,398 3.570 3.752 3,846 3,943 4.043 4,145 4.249 4,356 4.465 4,577 4,810 162.50 BILINGUAL OFFICE ASST I MSC02 1.971 2.071 2,175 2,284 2,399 2,520 2.584 2,649 2,716 2.784 2.854 2.926 3.000 3,075 3.232 162.50 BILINGUAL OFFICE ASST II MSC06 2.175 2.284 2.399 2,520 2.649 2,784 2,854 2,926 3,000 3,075 3,153 3.232 3,314 3.398 3,570 162.50 BILINGUAL OFFICE ASST III MSC10 2.399 2.520 2.649 2.784 2,926 3,075 3,153 3,232 3.314 3,398 3,483 3,570 3.660 3.752 3.943 162.50 BILINGUAL VOC ASSISTANT MSC08 2.284 2.399 2,520 2,649 2.784 2.926 3.000 3,075 3,153 3,232 3.314 3,398 3,483 3,570 3.752 162.50 BILNG VIC WIT PRG COR/AD PF 34 4,397 4.620 4.855 5,102 5.361 5.633 5,774 5.919 6,067 6.219 6,375 6.535 6,699 6,867 7,215 162.50 BLDG & GRD MAINT LEADWRKR MSC25 3.483 3.660 3.846 4.043 4,249 4.465 4.577 4.692 4.810 4.931 5.055 5.182 5.312 5.445 5,721 162,50 BLDG & GRD MAINT SERV SUP MGT10 4,297 4,513 4,742 4.984 5.238 5,506 5.644 5,786 5.932 6.081 6.233 6,389 6.549 6.714 7.054 162.50 BLDG & GRD MAINT WORKER I MSC17 2,854 3,000 3.153 3.314 3.483 3,660 3,752 3.846 3.943 4.043 4.145 4.249 4,356 4.465 4,692 162.50 BLDG & GRD MAINT WORKR II MSC21 3,153 3,314 3.483 3,660 3,846 4.043 4.145 4.249 4,356 4.465 4.577 4.692 4,810 4.931 5.182 162.50 **BOOKING CLERK** DSA₁₅ 2.983 3,135 3.295 3.463 3,640 3.825 3,921 4.019 4,120 4.223 4,329 4,438 4.549 4.663 4 900 173.33 BUILDING INSPECTOR MSC30 3.943 4.145 4,356 4.577 4,810 5.055 5.182 5,312 5,445 5,581 5.721 5.864 6.011 6.161 6,473 162.50 CAO-BUDGET MGMT ANALYST MGT18 5.238 5.506 5,786 6.081 6.389 6,714 6.882 7,054 7,232 7.413 7,599 7.789 7,984 8.185 8.600 162.50 CASE MANAGER MSC24 3,398 3.570 3.752 3.943 4.145 4,356 4,465 4.577 4.692 4.810 4,931 5,055 5.182 5,312 5.581 162.50 CHIEF ANIMAL CONT OFFICER DSA17 3:135 3.295 3,463 3,640 3,825 4.019 4,120 4.223 4,329 4,438 4.549 4.663 4,780 4,900 5,149 173.33 CHIEF APPRAISER MGT16 4.984 5,238 5.506 5.786 6,081 6.389 6.549 6,714 6.882 7.054 7,232 7.413 7,599 7.789 8.185 162.50 CHIEF DEP CLK-BRD OF SUPS CNF32 4.145 4,356 4,577 4.810 5,055 5,312 5.445 5.581 5,721 5.864 6,011 6.161 6.315 6,473 6.801 162.50 CHIEF DEP CO CLRK-REC-REG MSC22 3.232 3.398 3.570 3.752 3.943 4.145 4,249 4.356 4,465 4.577 4.692 4,810 4.931 5,055 5,312 162.50 CHIEF DEPUTY DA MGT35 7.984 8.390 8.816 9,262 9,731 10.224 10.480 10,742 11.011 11,286 11.568 12,153 11,857 12,457 13,088 162.50 CHIEF DPTY PROBATION OFFR MGS06 5.892 6.187 6.497 6.822 7,169 7.534 7.723 7.917 8,116 8.319 8.527 8,740 8.959 9.183 9.648 162.50 CHIEF PROBATION OFFICER DH 51 9.147 9,605 10,086 10.592 11.122 11,679 11,972 12.272 12,579 12.894 13.217 13,548 13,887 14.235 14.947 162.50 CHILD SUPPORT SERV DIR **DH 38** 8.565 8.999 9.455 9,934 10,438 10.966 11,240 11.521 11,810 12,106 12,409 12,720 13,038 13.364 14,041 162.50 CHILD SUPPORT SUPERVISOR MSC32 4,145 4.356 4.577 4.810 5.055 5.312 5,445 5.581 5.721 5.864 6.011 6,161 6,315 6.473 6.801 162.50 CHILD SUPT ASSISTANT I MSC10 2.399 2,520 2.649 2.784 2,926 3.075 3.153 3,232 3,314 3.398 3,483 3,570 3.660 3,752 3.943 162.50 CHILD SUPT ASSISTANT II MSC14 2.649 2,784 2,926 3.075 3,232 3,398 3.483 3.570 3,660 3,752 3.846 3.943 4.043 4.145 4,356 162.50 CHILD SUPT SPECIALIST I MSC19 3.000 3.314 3,153 3.483 3,660 3,846 3.943 4.043 4.145 4,249 4,356 4,465 4,577 4.692 4.931 162.50 CHILD SUPT SPECIALIST II MSC23 3.314 3,483 3,660 3.846 4.043 4.249 4,465 4,577 4.356 4,692 4.810 4.931 5,055 5,182 5.445 162.50 CHILD SUPT SPECIALIST III MSC27 3.660 3,846 4.043 4,249 4,465 4,692 4,810 4.931 5.055 5,182 5.312 5,445 5,581 5.721 6.011 162.50 CLERICAL/EXTRA HELP FLAT 13.00/hour 162.50 CLINICAL PROGRAM MGR MGT19 5.371 5,644 5,932 6.233 6,882 6.549 7.054 7.232 7.413 7,599 7.789 7.984 8,185 8,390 8.816 162.50 CODE COMPLIANCE OFFICER PF 33 4.289 4,507 4,736 4,977 5.230 5.495 5,633 5,774 5.919 6,067 6,219 6.375 6.535 6,699 7.039 162.50 CONFIDENTIAL LEGAL SECY CNF18 2.926 3.075 3.232 3,398 3,570 3.752 3.846 3,943 4.043 4,145 4,249 4.356 4,465 4,577 4.810 162.50 CONFIDENTIAL SR LEGAL SEC CNF22 3,232 3.398 3.570 3.752 3,943 4.145 4.249 4,356 4.465 4,577 4,692 4.810 4.931 5.055 5.312 162.50

INYO

County of Inyo Salary Schedule - July 9, 2020

The base salaries of all employment positions at the County of Inyo as of July 9, 2020 are listed in the table below. The values in the table do not include additional compensation and benefits.

			Мо	nthly Base Sa	lary		Annua	al Total
Position	Range	Step A	Step B	Step C	Step D	Step E	Step A	Step E
ADDICTION COUNSELOR 01	057	\$3,499	\$3,677	\$3,859	\$4,050	\$4,251	\$41,988	\$51,012
ADDICTION COUNSELOR 02	060	\$3,758	\$3,941	\$4,139	\$4,350	\$4,564	\$45,096	\$54,768
ADDICTION COUNSELOR 03	064	\$4,124	\$4,327	\$4,539	\$4,779	\$5,011	\$49,488	\$60,132
ADDICTION SUPERVISOR	070	\$4,753	\$4,994	\$5,240	\$5,506	\$5,781	\$57,036	\$69,372
ADDICTION SUPERVISOR LICENSED	082	\$6,322	\$6,630	\$6,966	\$7,314	\$7,677	\$75,864	\$92,124
ADMINISTRATIVE ANALYST 01	068	\$4,533	\$4,761	\$4,997	\$5,241	\$5,508	\$54,396	\$66,096
ADMINISTRATIVE ANALYST 02	070	\$4,753	\$4,994	\$5,240	\$5,506	\$5,781	\$57,036	\$69,372
ADMINISTRATIVE ANALYST 03	072	\$4,981	\$5,235	\$5,490	\$5,760	\$6,050	\$59,772	\$72,600
AG BIOL W/M INSPECTOR SENIOR	070	\$4,753	\$4,994	\$5,240	\$5,506	\$5,781	\$57,036	\$69,372
AG BIOL WGHTS & MSRS INSPECTOR 01	060	\$3,758	\$3,941	\$4,139	\$4,350	\$4,564	\$45,096	\$54,768
AG BIOL WGHTS & MSRS INSPECTOR 02	065	\$4,216	\$4,433	\$4,655	\$4,889	\$5,129	\$50,592	\$61,548
AG CANNABIS INSPECTOR 01	060	\$3,758	\$3,941	\$4,139	\$4,350	\$4,564	\$45,096	\$54,768
AG CANNABIS INSPECTOR 02	065	\$4,216	\$4,433	\$4,655	\$4,889	\$5,129	\$50,592	\$61,548
AG CANNABIS INSPECTOR 03	070	\$4,753	\$4,994	\$5,240	\$5,506	\$5,781	\$57,036	\$69,372
AGRICULTURAL BIOLOGIST SUPV	078	\$5,741	\$6,022	\$6,328	\$6,644	\$6,976	\$68,892	\$83,712
AGRICULTURAL COMMISSIONER	APPT	\$0	\$0	\$0	\$0	\$12,557	\$0	\$150,684
AIRPORT SUPERVISOR OPERATIONS	063	\$4,023	\$4,227	\$4,444	\$4,663	\$4,895	\$48,276	\$58,740
AIRPORT TECHNICIAN 01	050	\$2,975	\$3,128	\$3,282	\$3,442	\$3,619	\$35,700	\$43,428
AIRPORT TECHNICIAN 02	054	\$3,262	\$3,433	\$3,596	\$3,774	\$3,968	\$39,144	\$47,616
ANIMAL CONTROL OFFICER 01	056	\$3,425	\$3,588	\$3,766	\$3,956	\$4,155	\$41,100	\$49,860

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DEPUTY	067SE	\$5,203	\$5,465	\$5,729	\$6,031	\$6,329	\$62,436	\$75,948
DEPUTY	067SF	\$5,318	\$5,587	\$5,856	\$6,164	\$6,470	\$63,816	\$77,640
DISTRICT ATTORNEY	ELEC	\$0	\$0	\$0	\$0	\$12,764	\$0	\$153,168
DISTRICT ATTORNEY ASSISTANT	xxxx	\$0	\$0	\$0	\$0	\$9,908	\$0	\$118,896
DISTRICT ATTORNEY DEPUTY 01	081	\$6,161	\$6,477	\$6,797	\$7,140	\$7,492	\$73,932	\$89,904
DISTRICT ATTORNEY DEPUTY 02	083	\$6,477	\$6,797	\$7,140	\$7,486	\$7,869	\$77,724	\$94,428
DISTRICT ATTORNEY DEPUTY 03	086	\$6,967	\$7,314	\$7,677	\$8,066	\$8,468	\$83,604	\$101,616
DISTRICT ATTORNEY DEPUTY 04	089	\$7,502	\$7,869	\$8,266	\$8,673	\$9,112	\$90,024	\$109,344
ELECTIONS POLL WORKER	DAILY	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EMERGENCY SERVICES MANAGER	078	\$5,741	\$6,022	\$6,328	\$6,644	\$6,976	\$68,892	\$83,712
ENGINEER ASSISTANT CIVIL	073	\$5,098	\$5,356	\$5,626	\$5,906	\$6,201	\$61,176	\$74,412
ENGINEER ASSOCIATE	078	\$5,741	\$6,022	\$6,328	\$6,644	\$6,976	\$68,892	\$83,712
ENGINEER ASSOCIATE CIVIL	082	\$6,322	\$6,630	\$6,966	\$7,314	\$7,677	\$75,864	\$92,124
ENGINEER SENIOR CIVIL	085	\$6,799	\$7,140	\$7,486	\$7,869	\$8,266	\$81,588	\$99,192
ENGINEERING ASSISTANT 01	071	\$4,863	\$5,107	\$5,364	\$5,629	\$5,913	\$58,356	\$70,956
ENGINEERING ASSISTANT 02	075	\$5,349	\$5,619	\$5,890	\$6,189	\$6,501	\$64,188	\$78,012
ENVIRONMENTAL HEALTH DEPY DIR	088	\$7,318	\$7,677	\$8,066	\$8,468	\$8,892	\$87,816	\$106,704
ENVIRONMENTAL HEALTH DIRECTOR	APPT	\$0	\$0	\$0	\$0	\$9,111	\$0	\$109,332
ENVIRONMENTAL HEALTH REHS 01	071	\$4,863	\$5,107	\$5,364	\$5,629	\$5,913	\$58,356	\$70,956
ENVIRONMENTAL HEALTH REHS 02	075	\$5,349	\$5,619	\$5,890	\$6,189	\$6,501	\$64,188	\$78,012
ENVIRONMENTAL HEALTH REHS 03	079	\$5,875	\$6,172	\$6,478	\$6,801	\$7,145	\$70,500	\$85,740
ENVIRONMENTAL HEALTH TECH	060	\$3,758	\$3,941	\$4,139	\$4,350	\$4,564	\$45,096	\$54,768
ENVIRONMENTAL HEALTH TRAINEE	067	\$4,425	\$4,646	\$4,879	\$5,127	\$5,371	\$53,100	\$64,452
ENVIRONMENTAL HEALTH WATER MGR	088	\$7,318	\$7,677	\$8,066	\$8,468	\$8,892	\$87,816	\$106,704

INYO COUNTY BENEFITS AND COSTS 2020 NON-REPRESENTED, MANAGEMENT, DEPTARTMENT HEADS, & ELECTED OFFICIALS

HEALTH INSURANCE - MEDICAL

PERS SELECT (PPO 80/20 Plan)

Employee Only

Monthly Premium\$451.54/mo.County portion (80%)\$361.23/mo.Employee portion (20%)\$41.68/payroll

Employee + One Dependent

Monthly Premium\$903.08/mo.County portion (80%)\$722.46/mo.Employee portion (20%)\$83.36/payroll

Employee + Family Coverage

Monthly Premium\$1174.00/mo.County portion (80%)\$939.20/mo.Employee portion (20%)\$108.37/payroll

PERS CHOICE (PPO 80/20 Plan)

Employee Only

Monthly Premium\$736.28/mo.County portion (80%)\$589.02/mo.Employee portion (20%)\$67.96/payroll

Employee + One Dependent

 Monthly Premium
 \$1472.56/mo.

 County portion (80%)
 \$1178.05/mo.

 Employee portion (20%)
 \$135.93/payroll

Employee + Family Coverage

 Monthly Premium
 \$1914.33/mo.

 County portion (80%)
 \$1531.46/mo.

 Employee portion (20%)
 \$176.71/payroll

INYO COUNTY BENEFITS AND COSTS 2020 NON-REPRESENTED, MANAGEMENT, DEPTARTMENT HEADS, & ELECTED OFFICIALS

PERS CARE (PPO 90/10 Plan)

Empl	ovee	On	w
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Monthly Premium	\$986.66/mo.
County portion (up to 80% of Choice Rate)	\$589.02/mo.
Employee portion (20% + balance)	\$183.52/payroll

Employee + One Dependent

Monthly Premium	\$1973.32/mo.
County portion (up to 80% of Choice Rate)	\$1178.05/mo.
Employee portion (20% + balance)	\$367.05/payroll

Employee + Family Coverage

Monthly Premium	\$2565.32/mo.
County portion (up to 80% of Choice Rate)	\$1531.46/mo.
Employee portion (20% + balance)	\$477.16/payroll

County reimburses 50% of each deductible met for employee and dependent coverage enrolled in PPO plans.

County will pay \$92.31-employee only, \$184.62-employee + one or \$276.93-family per payroll to each employee who has other medical coverage and has opted out of the County's medical plan.

LIFE INSURANCE \$4.16/mo.

County pays for \$20,000 of term life insurance on employee only.

DENTAL INSURANCE- Delta Dental

\$50.00/mo.

County pays 100% for employee and dependents.

VISION INSURANCE - Vision Service Plan

\$8.00/mo.

County pays 100% for employee and dependents.

SHORT-TERM DISABILITY (Excludes Elected Officials)

County pays for employee (to a maximum of the current State of CA rate).

INYO COUNTY BENEFITS AND COSTS 2020 NON-REPRESENTED, MANAGEMENT, DEPTARTMENT HEADS, & ELECTED OFFICIALS

PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

Classic Employees (existing CalPers member) 2% at 55 – Inyo County pays the employee contribution rate of 7% of base salary toward retirement.

PEPRA Employees (new CalPers members hired after January 1, 2013) 2% at 62. Employees will be required to pay 6.5% of base salary toward retirement.

VACATION

10 days after 1 year of continuous service; 15 days after 3 years of continuous service; additional 1 day per year after 10 years, to a maximum of 25 days per year. May accrue up to a maximum of 35 days.

SICK LEAVE

15 days per year (accrues) – No max limit (exclude elected officials)

FLEX DAYS

5 days per fiscal year (does not accrue) (exclude elected officials)

LONGEVITY PAY

2% after 10 years of service Additional 2% (=4%) after 15 years of service Additional 2% (=6%) after 20 years of service Additional 2% (=8%) after 25 years of service

HOLIDAYS

11 days per year

SAFETY SHOES

Designated positions - \$150/yr.

OPTIONAL PLANS

Deferred Compensation Plans Credit Unions Additional Life Insurance Flex Benefit 125 Program



Nevada County

AUTHORIZED PERSONNEL SALARY RANGE TABLE FISCAL YEAR 2020/2021

(Effective July 12, 2020)

20-204

PAYROLL UNIT	<u>RANGE</u>	CATEGORY	CLASSIFICATION TITLE	MONTHLY SALARY
E	409	Exempt	Assessor	13,537.91
Е	422	Exempt	Auditor-Controller	14,444.76
E		Exempt	Chairperson, Board of Supervisors	4,930.67
E	409	Exempt	Clerk-Recorder/Registrar of Voters	13,537.91
E	454	Exempt	District Attorney	16,944.32
E		Exempt	Member, Board of Supervisors	4,695.83
E	454	Exempt	Sheriff/Coroner/Public Administrator	16,944.32
E	409	Exempt	Treasurer-Tax Collector	13,537.91

The hereinabove elective County Officials shall receive the salary designated herein, and shall not be subject to the requirements and limitations nor entitled to the benefits provided in the other provisions of this resolution unless expressly made applicable to those officers.

PAYROLL UNIT	RANGE	CATEGORY	CLASSIFICATION TITLE		MONTHLY S		
				STEP A	STEP E		
PROF	233		Accountant	4,791.98	5,850.02		
С	229		Accountant Auditor I	4,806.16	5,867.33		
PROF	234		Accountant Auditor I	4,815.94	5,879.27		
С	249	Exempt	Accountant Auditor II	5,310.31	6,482.79		
PROF	254	Exempt	Accountant Auditor II	5,321.11	6,495.97		
С	144		Accounting Assistant I	3,145.45	3,839.95		
GENL	148		Accounting Assistant I	3,136.17	3,828.62		
С	164		Accounting Assistant II	3,475.40	4,242.74		
GENL	168		Accounting Assistant II	3,465.14	4,230.22		
С	196		Accounting Technician	4,076.79	4,976.92		
GENL	200		Accounting Technician	4,064.76	4,962.23		
С	248	Exempt	Administrative Analyst I	5,283.89	6,450.54		
PROF	252	Exempt	Administrative Analyst I	5,268.29	6,431.50		
С	268	Exempt	Administrative Analyst II	5,838.14	7,127.17		
PROF	272	Exempt	Administrative Analyst II	5,820.91	7,106.13		
С	191		Administrative Assistant I	3,976.38	4,854.34		
GENL	196		Administrative Assistant I	3,984.47	4,864.21		
С	211		Administrative Assistant II	4,393.49	5,363.54		
GENL	216		Administrative Assistant II	4,402.42	5,374.45		
С	231		Administrative Services Assistant	4,854.34	5,926.15		
GENL	236		Administrative Services Assistant	4,864.21	5,938.21		
MGMT	248	Exempt	Administrative Services Associate	5,498.47	6,712.50		
С	256	Exempt	Administrative Services Associate	5,498.98	6,713.12		
MGMT	307	Exempt	Administrative Services Officer	7,379.71	9,009.11		
PROF	213		Agricultural Biologist I	4,337.04	5,294.63		
PROF	233		Agricultural Biologist II	4,791.98	5,850.02		
PROF	253		Agricultural Biologist III	5,294.63	6,463.66		
DH	379	Exempt	Agricultural Commissioner	9,548.32	11,656.54		
U/TEMP	119		Agricultural Technician	2,713.84	3,313.03		
GENL	193		Airport Lead Worker	3,925.29	4,791.98		
MGMT	317	Exempt	Airport Manager	7,757.11	9,469.83		

CENI	450				
GENL	153		Airport Service Worker I	3,215.36	3,925.29
GENL	173		Airport Service Worker II	3,552.64	4,337.04
GENL	164		Animal Control Officer I	3,396.69	4,146.66
GENL	184		Animal Control Officer II	3,752.99	4,581.63
GENL	207		Appraisal Technician I	4,209.17	5,138.54
GENL	227		Appraisal Technician II	4,650.70	5,677.55
GENL	222		Appraiser I	4,536.16	5,537.71
GENL	242		Appraiser II	5,011.98	6,118.59
GENL	262		Appraiser III	5,537.71	6,760.41
GENL	149		Assessment Assistant I	3,151.85	3,847.76
GENL	169		Assessment Assistant II	3,482.46	4,251.37
MGMT	362	Exempt	Assistant Assessor	9,708.96	11,852.64
C	362	Exempt	Assistant Auditor-Controller	9,330.06	11,390.08
MGMT	340	Exempt	Assistant County Clerk-Recorder	8,700.00	10,620.91
С	415	Exempt	Assistant County Counsel	12,153.06	14,836.39
DH/C	450	Exempt	Assistant County Executive Officer	13,605.59	16,609.63
MGMT	407	Exempt	Assistant District Attorney	12,151.94	14,835.01
PROF	301	Exempt	Assistant Engineer	6,726.77	8,212.01
GENL	257		Assistant Planner	5,401.32	6,593.90
MGMT	371	Exempt	Assistant Public Defender	10,154.70	12,396.80
MGMT	345	Exempt	Assistant Treasurer-Tax Collector	8,919.69	10,889.10
PROF	321	Exempt	Associate Civil Engineer	7,432.38	9,073.41
GENL	277		Associate Planner	5,967.90	7,285.57
С	335	Exempt	Attorney I - Civil	8,154.57	9,955.05
DDA/PD	321	Exempt	Attorney I - Criminal	7,866.50	9,603.37
С	355	Exempt	Attorney II - Civil	9,009.94	10,999.29
DDA/PD	341	Exempt	Attorney II - Criminal	8,691.66	10,610.72
С	375	Exempt	Attorney III - Civil	9,955.05	12,153.06
DDA/PD	361	Exempt	Attorney III - Criminal	9,603.37	11,723.74
GENL	222		Auditor-Appraiser I	4,536.16	5,537.71
GENL	242		Auditor-Appraiser II	5,011.98	6,118.59
MGMT	270	Exempt	Behavioral Health Clinical Supervisor I	6,136.14	7,490.96
MGMT	290	Exempt	Behavioral Health Clinical Supervisor II	6,779.79	8,276.73
MGMT	493	Exempt	Behavioral Health Medical Director	18,660.65	22,780.81
PROF	271	Exempt	Behavioral Health Nurse I	5,791.95	7,070.78
PROF	291	Exempt	Behavioral Health Nurse II	6,399.50	7,812.47
MGMT	307	Exempt	Behavioral Health Quality Assurance Mgr	7,379.71	9,009.11
PROF	236	Exempt	Behavioral Health Therapist I	4,864.21	5,938.21
PROF	236	Exempt	Behavioral Health Therapist I, Bilingual	4,864.21	5,938.21
PROF	256	Exempt	Behavioral Health Therapist II	5,374.45	6,561.10
PROF	256	Exempt	Behavioral Health Therapist II, Bilingual	5,374.45	6,561.10
PROF	276	Exempt	Behavioral Health Therapist-Licensed	5,938.21	7,249.33
PROF	276	Exempt	Behavioral Health Therapist-Licensed, Bilingual	5,938.21	7,249.33
GENL	176		Behavioral Health Worker I	3,606.19	4,402.42
GENL	196		Behavioral Health Worker II	3,984.47	4,864.21
GENL	216		Behavioral Health Worker III	4,402.42	5,374.45
С	190		Board Clerk I	3,956.60	4,830.19
С	210		Board Clerk II	4,371.63	5,336.86
GENL	171		Building and Grounds Worker I	3,517.38	4,293.99
GENL	191		Building and Grounds Worker II	3,886.33	4,744.41
GENL	237		Building Inspector I	4,888.54	5,967.90
GENL	257		Building Inspector II	5,401.32	6,593.90
U/TEMP	217		Building Inspector Trainee	4,424.43	5,401.32
GENL	211		Building Maintenance Specialist	4,293.99	5,242.08
GENL	191		Building Maintenance Worker	3,886.33	4,744.41
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MEMORANDUM OF UNDERSTANDING



COUNTY OF NEVADA AND MANAGEMENT EMPLOYEES' UNIT REPRESENTED BY THE NEVADA COUNTY MANAGEMENT EMPLOYEES' ASSOCIATION

FOR THE PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2022

ARTICLE 3 SPECIAL ALLOWANCES

A. TRUCKEE DIFFERENTIAL

In addition to the compensation enumerated in this Agreement, there shall be paid a differential of ten (10) percent of base salary payable to each regular employee who is regularly assigned to and working a minimum of 40 hours per pay period in the Truckee-Donner area of Nevada County.

B. BILINGUAL PAY DIFFERENTIAL

- For those employees identified by the Director of Human Resources who have assigned duties involving regular use of bilingual skills, a differential of 5% of base salary shall be provided. Regular use shall be defined as using the skill a minimum twenty percent (20%) or more in the course of the employee's assigned duties. Exceptions to this requirement shall be reviewed by the Human Resources Director on a case by case basis and that determination shall be final.
- 2. Bilingual pay differential shall cease when the position is determined by the Human Resources Director to no longer require the bilingual skill or when the employee is assigned, transferred, promoted or demoted to a position not requiring the bilingual skill.
- Requests to have positions considered for bilingual differential shall be submitted by the Department Head to the Human Resources Director, whose determination shall be final, and shall include:
 - a. Position proposed for designation;
 - b. Description of the bilingual duties being performed by each employee in sufficient detail to indicate the second language to be utilized, purpose, nature and frequency of use;
 - c. Location of work assignment.
- 4. Upon approval of the proposed designation, the Human Resources Department shall schedule the designated employee and/or applicants for bilingual examination.

C. LONGEVITY PAY DIFFERENTIAL

Each regular employee of the Management Employees' Bargaining Unit with ten (10) or more years of regular Nevada County Service shall receive a 2 1/2% pay differential. The said differential shall begin to accrue on the employee's salary anniversary date immediately following the close of the tenth-year reporting period. Notwithstanding

anything to the contrary, upon promotion or transfer of an employee who is receiving the differential to another classification within the same bargaining unit, the differential shall remain in effect.

- 2. Effective July 1, 2017, this differential shall be effective on the first day of the pay period following the tenth-year anniversary date the employee commenced working for the County.
- 3. Human Resources shall notify the Department Head when an employee becomes eligible for longevity pay differential and shall ensure the increase is processed.

D. ACTING TEMPORARY PAY

- 1. If a regular employee is temporarily assigned to an acting position in a class with a higher salary range, the employee will be eligible to receive an increase of at least 7.5% of the employee's base pay from the first date worked in the assignment. In certain circumstances the County Executive Officer can approve a higher differential to meet the needs of the organization. The acting assignment will not cause a change to the employee's regular employee unit or benefits. Acting assignments will be no longer than nine months in duration, unless approved by the CEO. Upon termination of the acting assignment, the employee shall be restored to his/her regular position and salary including any merit increase earned. Acting assignments shall not affect any employee's salary anniversary date. If an acting position is offered to an employee from a different department, both department heads must approve the assignment.
- 2. This section does not apply to regular employees whose positions are designated to act in the absence of the department, division or section head for time periods not to exceed fifteen (15) working days or one-hundred-twenty (120) hours, which ever comes first, of time such as a vacation or off site in an official capacity or for those employees participating in training or quality teams.

E. SPECIAL PROJECT PAY

An employee assigned a special project or set of duties and responsibilities substantially in excess of the normal or typical duties of the job, may be eligible for additional compensation as authorized by the County Executive Officer (CEO) for a period not to exceed one year. In the event that an extension of time is needed the County shall notify MEA and shall meet and discuss this extension at MEA's request. Granting this additional pay shall be within the sole discretion of the CEO. The CEO may authorize paying an employee up to ten percent (10%) of the employee's base pay for the duration of the special project assignment or set of duties and responsibilities in excess of the employee's normal or typical duties. Such pay will not be reportable for PERS retirement calculation purposes.





CALAVERAS COUNTY SALARY GRADE

6/24/2020

Unit#	Unit		Unit Name	
1	BOARD	Elected District S	Supervisors	
2	Elected	Elected Officials		
3	Appointed	Appointed Depa	rtment Heads (unrepresente	d)
4	Mid Mgmt	Mid Managers &	Professionals (unrepresente	d)
5	Super/Conf	Supervisory & Co	onfidential (unrepresented)	
6	Other	Other, Commissi	oners, Boards (unrepresente	d)
7	SEIU	Service Employe	es International Union	
8	SMU	Sheriff's Manage	ment Unit	
9	DSA	Deputy Sheriff's	Association	
10	CCPSEA	Calaveras County	Public Safety Employees Ass	soc.

0/11/2020					CCFSEA	Calav	eras cour	ILY PL	iblic saled	y E111	ployees A	SUC.	
CLASSIFICATIONS	FLSA	Unit	Dept.	Range	A-Step	B-St	ер	C-:	Step	D-9	Step	E-	Step
BOARD OF SUPERVISORS CHAIR	Elected	BOS		100	\$ 36.58	\$	- н	\$		\$		\$	*
BOARD OF SUPERVISORS MEMBER	Elected	BOS		102	\$ 29.12	\$	-	\$	2	\$	127	\$	- V
ASSESSOR	Exempt	Elected	Assessor	202	\$ 54.87	Ś	1=:	\$		\$		\$	
AUDITOR/CONTROLLER	Exempt	Elected	Auditor	200	\$ 54.87	_	Xe:	\$		\$	*	\$	-
CLERK/RECORDER	Exempt	Elected	Clerk Recorder	204	\$ 54.87	\$	3 = 3	\$	÷	\$		\$	¥
CORONER	Exempt	Elected	Coroner	206	\$ 30.62	\$	145	\$	Ē	\$	¥	\$	5
DISTRICT ATTORNEY	Exempt	Elected	D.A.	208	\$ 78.62	\$	928	\$	¥	\$		\$	
SHERIFF	Exempt	Elected	Sheriff	210	\$ 71.78	\$	375	\$		\$	-	\$	-
TREASURER/TAX COLLECTOR	Exempt	Elected	Treasurer	212	\$ 54.87	\$	œ	\$		\$	Ħ	\$	
CHIEF BUILDING OFFICIAL	Exempt	Appointed	Building	309	\$ 59.42	\$		\$	2	\$		\$	
CHIEF PROBATION OFFICER	Exempt	Appointed	Probation	302	\$ 58.89	\$	*	\$	ž.	\$		\$	3
COUNTY ADMINISTRATIVE OFFICER	Exempt	Appointed	Admin	300	\$ 91.42	\$		\$	-	\$		\$	*
COUNTY COUNSEL	Exempt	Appointed	County Counsi	304	\$ 75.89	\$		\$	-	\$		\$	ж
COUNTY LIBRARIAN	Exempt	Appointed	Library	310	\$ 41.31	\$		\$	-	\$	¥	\$	12
DIRECTOR OF HEALTH & HUMAN SERVICES AGENCY	Exempt	Appointed	HHSA	315	\$ 75.89	\$		\$	E .	\$	<u> </u>	\$	72
DIRECTOR OF PLANNING	Exempt	Appointed	Planning	311	\$ 59.42	\$		\$	=	\$	75	\$	
DIRECTOR OF PUBLIC WORKS & TRANSPORTATION	Exempt	Appointed	Public Works	312	\$ 75.89	\$		\$		\$		\$	78
ENVIRONMENTAL MGT ADMIN/AIR POLL CNTRL OFCR	Exempt	Appointed	Env. Health	324	\$ 62.41	\$		\$	8€	\$	*	\$	
ACCOUNTANT AUDITOR I	Exempt	Mid-Mgt/Pro	Auditor	408	\$ 25.20	\$	26.49	\$	27.78	\$	29.19	\$	30.65
ACCOUNTANT AUDITOR II	Exempt	Mid-Mgt/Pro	Auditor	432	\$ 30.90	\$	32.45	\$	34.04	\$	35.76	\$	37.55
ACCOUNTING TECHNICIAN I	Non-Exmpt	SEIU	Multi	7070		\$	15.89	\$	16.68	\$	17.57	\$	18.41
ACCOUNTING TECHNICIAN II	Non-Exmpt	SEIU	Multi	7190	\$ 17.66	\$	18.55	\$	19.47	\$	20.41	\$	21.44
ACCOUNTING TECHNICIAN III	Non-Exmpt	SEIU	Multi	7275	\$ 19.41	\$	20.39	\$	21.40	\$	22.51	\$	23.63
ACCOUNTING TECHNICIAN IV	Non-Exmpt	SEIU	Multi	7390	\$ 22.04	\$	23.15	\$	24.30	\$	25.50	\$	26.76



CALAVERAS COUNTY

CALAVERAS COUNTY				8	SMU	She	riff's Manag	geme	nt Unit				
SALARY GRADE				9	DSA	Dep	uty Sheriff	s Asso	ociation				
6/24/2020				10	CCPSEA	-	veras Coun	_		Emi	olovees As	SOC.	
CLASSIFICATIONS	FLSA	Unit	Dept.	Range	A-Step		tep	_	Step		Step	_	Step
ANIMAL SHELTER ASSISTANT	Non-Exmpt	CCPSEA	Env. Health	10200	\$ 15.54	\$	16.35	\$	17.16	\$	18.01	\$	18.91
APPRAISER I	Non-Exmpt	SEIU	Assessor	7375	\$ 21.75	\$	22.86	\$	23.97	\$	25.16	\$	26.44
APPRAISER II	Non-Exmpt	SEIU	Assessor	7455	\$ 23.55	\$	24.76	\$	25.97	\$	27.26	\$	28.65
APPRAISER III	Non-Exmpt	SEIU	Assessor	7550	\$ 25.85	\$	27.10	\$	28.48	\$	29.88	\$	31.39
APPRAISER, SENIOR	Non-Exmpt	Supervisory	Assessor	523	\$ 28.95	\$	30.40	\$	31.92	\$	33.52	\$	35.19
APRAISER ANALYST	Non-Exmpt	Supervisory	Assessor	521	\$ 25.50	\$	26.78	\$	28.13	\$	29.54	\$	31.01
ASSESSMENT TECHNICIAN I	Non-Exmpt	SEIU	Assessor	7810	\$ 16.74	\$	17.60	\$	18.44	\$	19.35	\$	20.33
ASSESSMENT TECHNICIAN II	Non-Exmpt	SEIU	Assessor	7811	\$ 17.66	\$	18.55	\$	19.47	\$	20.41	\$	21.42
ASSESSMENT TECHNICIAN III	Non-Exmpt	SEIU	Assessor	7812	\$ 20.40	\$	21.42	\$	22.51	\$	23.63	\$	24.81
ASSESSMENT TECHNICIAN IV	Non-Exmpt	SEIU	Assessor	7813	\$ 22.05	\$	23.16	\$	24.31	\$	25.51	\$	26.78
ASSISTANT ASSESSOR	Exempt	Mid-Mgt/Pro	Assessor	460	\$ 38.89	\$	40.84	\$	42.86	\$	45.04	\$	47.25
ASSISTANT AUDITOR CONTROLLER	Exempt	Mid-Mgt/Pro	Auditor	452	\$ 39.89	\$	41.94	\$	44.02	\$	46.21	\$	48.50
ASSISTANT CHIEF PROBATION OFFICER	Exempt	Mid-Mgt/Pro	Probation	458	\$ 40.75	\$	42.79	\$	44.92	\$	47.12	\$	49.49
ASSISTANT CLERK/RECORDER	Exempt	Mid-Mgt/Pro	Clerk Recorder	426	\$ 33.84	\$	35.53	\$	37.30	\$	39.17	\$	41.14
ASSISTANT DISTRICT ATTORNEY	Exempt	Mid-Mgt/Pro	D.A.	474	\$ 57.03	\$	59.88	\$	62.88	\$	66.01	\$	69.32
BEHAVIORAL HEALTH ADMIN SVCS MANAGER	Exempt	Mid-Mgt/Pro	HHSA	420	\$ 27.55	\$	28.96	\$	30.39	\$	31.93	\$	33.51
BUILDING INSPECTOR I	Non-Exmpt	SEIU	Building	7310	\$ 21.39	\$	22.43	\$	23.57	\$	24.76	\$	26.00
BUILDING INSPECTOR II	Non-Exmpt	SEIU	Building	7435	\$ 23.97	\$	25.15	\$	26.42	\$	27.72	\$	29.15
BUILDING INSPECTOR III	Non-Exmpt	SEIU	Building	7505	\$ 26.01	\$	27.34	\$	28.68	\$	30.11	\$	31.62
BUILDING INSPECTOR, SUPERVISING	Exempt	Mid-Mgt/Pro	Building	435	\$ 31.26	\$	32.82	\$	34.46	\$	36.20	\$	38.01
BUSINESS ADMINISTRATOR	Exempt	Mid-Mgt/Pro	Multi	486	\$ 35.82	\$	37.59	\$	39.47	\$	41.46	\$	43.55
BUSINESS ANALYST I	Non-Exmpt	SEIU	Admin - I.T.	7793	\$ 25.83	\$	27.09	\$	28.46	\$	29.87	\$	31.38
BUSINESS ANALYST II	Non-Exmpt	SEIU	Admin - I.T.	7794	\$ 29.01	\$	30.44	\$	31.97	\$	33.58	\$	35.25
BUSINESS ANALYST III	Exempt	Mid-Mgt/Pro	Admin - I.T.	469	\$ 36.52	\$	38.35	\$	40.28	\$	42.29	\$	44.41
CADASTRAL GIS TECHNICIAN I	Non-Exmpt	SEIU	Assessor	7210	\$ 18.02	\$	18.91	\$	19.84	\$	20.88	\$	21.88
CADASTRAL GIS TECHNICIAN II	Non-Exmpt	SEIU	Assessor	7738	\$ 23.02	\$	24.17	\$	25.39	\$	26.66	\$	28.00
CADASTRAL GIS TECHNICIAN III	Non-Exmpt	SEIU	Assessor	7704	\$ 26.89	\$	28.23	\$	29.64	\$	31.12	\$	32.68

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Unit#

1

2

3

4

5

6

7

Unit

BOARD

Elected

Appointed

Mid Mgmt

Super/Conf

Other

SEIU

Unit Name

Appointed Department Heads (unrepresented)

Mid Managers & Professionals (unrepresented)

Other, Commissioners, Boards (unrepresented)

Supervisory & Confidential (unrepresented)

Service Employees International Union

Elected District Supervisors

Elected Officials

HUMAN RESOURCES JOB DESCRIPTIONS EMPLOYMENT EMPLOYEE RESOURCES VOLUNTEER

multiplied by your years of service. Employees contribute 50% of the normal cost as determined by CaIPERS.

PEPRA Safety: Qualifying retirees are eligible to receive a lifetime pension which at 57 would be equal to 2.7% of your highest 3-year compensation wage average (see compensation cap above) multiplied by your years of service. Employees contribute 50% of the normal cost as determined by CaIPERS.

Other Benefits

DSA Specific Allowances

Affordable Care Act (ACA)

Miscellaneous Benefits

Paid Leave

Merit and Longevity

Merit Increases: After successful completion of your probationary period, a 5% ment increase may be granted. Ment increases may be granted annually thereafter to the top step.

Entry-Level Deputy Sheriff Merit Increases: After successful completion of 13 pay periods, a 5% ment increase may be granted.

Longevity Incentives: A 2.5% incentive will be earned at 6, 10, 15, 20, and 25 years of service.

DSA & Sheriff's Management Longevity Incentives: 2.5% at 5.5 and 15 years of service

Probation Period: New employees remain in a probationary status for one (1) year = 26 pay periods

Special Allowances

Employee Assistance Plan (EAP)



EXECUTIVE SALARY SCHEDULE

APPOINTED OFFICIALS,

- Agricultural Commissioner/Sealer of Weights and Measures \$110,463
- Building Department Director \$124,640
- Chief Probation Officer \$128,549
- Child Support Services Director \$90,442
- Clerk of the Board \$80,998
- County Administrative Officer \$180,933
- County Counsel \$166,835
- County Health Officer \$212,921
- County Librarian \$95,076
- Director of Public Works and Transportation \$144,176
- Human Resources Director \$118,857
- Human Services Director \$153,618
- Planning Director \$134,435

ELECTED OFFICIALS

- Assessor/Recorder \$113,799
- Auditor \$130,656
- Board of Supervisors \$51,856
- District Attorney \$149,728
- Sheriff/Coroner \$155,748
- Treasurer/Tax Collector/County Clerk \$109,060

OTHER EXECUTIVE POSITIONS

Assistant County Administrative Officer \$136,910

Government Websites by CivicPlus®

08/07/20 08:49:28		POSA COUNTY BY GRADE AND	STEP	PAGE 5
POSITION	GRADE STEP	HOURLY	MONTHLY	ANNUAL
TITLE		RANGE	RANGE	RANGE
ASSOCIATE PLANNER	210 1	29.7240	5,152.06	61,825.92
	210 2	31.2100	5,409.63	64,916.80
	210 3	32.7730	5,680.54	68,167.84
	210 4	34.4090	5,964.11	71,570.72
	210 5	36.1290	6,262.24	75,148.32
ASST ASSESSOR/RECORDER	411 1	35.3070	6,119.76	73,438.56
	411 2	37.0730	6,425.86	77,111.84
	411 3	38.9240	6,746.70	80,961.92
	411 4	40.8690	7,083.82	85,007.52
	411 5	42.9140	7,438.28	89,261.12
ASST AUDITOR	312 1	38.9260	6,747.04	80,966.08
	312 2	40.8710	7,084.17	85,011.68
	312 3	42.9140	7,438.28	89,261.12
	312 4	45.0600	7,810.25	93,724.80
	312 5	47.3140	8,200.94	98,413.12
ASST CHIEF PROBATION OFCR	557 1	42.7110	7,403.10	88,838.88
	557 2	44.8470	7,773.33	93,281.76
	557 3	47.0920	8,162.46	97,951.36
	557 4	49.4450	8,570.30	102,845.60
	557 5	51.9160	8,998.60	107,985.28
ASST COUNTY COUNSEL	319 1	54.2290	9,399.51	112,796.32
	319 2	56.9400	9,869.41	118,435.20
	319 3	59.7870	10,362.88	124,356.96
	319 4	62.7770	10,881.14	130,576.16
	319 5	65.9160	11,425.22	137,105.28
ASST DISTRICT ATTORNEY	465 1	51.2300	8,879.70	106,558.40
	465 2	53.7910	9,323.59	111,885.28
	465 3	56.4810	9,789.85	117,480.48
	465 4	59.3050	10,279.34	123,354.40
	465 5	62.2700	10,793.26	129,521.60
ASST PLANNER	182 1	24.7080	4,282.64	51,392.64
	182 2	25.9460	4,497.22	53,967.68
	182 3	27.2420	4,721.86	56,663.36
	182 4	28.6040	4,957.93	59,496.32
	182 5	30.0350	5,205.97	62,472.80
ASST TREAS/TAX COLLECTOR	412 1	35.6200	6,174.01	74,089.60
	412 2	37.4000	6,482.54	77,792.00
	412 3	39.2670	6,806.15	81,675.36
	412 4	41.2340	7,147.09	85,766.72
	412 5	43.2940	7,504.15	90,051.52

PRGRADEC

MARIPOSA COUNTY



LOCAL 2703

AFSCME LOCAL 2703 AFL/CIO

Mariposa County Managerial and Confidential Organization (MCMCO)

MEMORANDUM OF UNDERSTANDING

November 1, 2019 - October 31, 2023

1, 2015, all employees will contribute an additional 3% toward the member contribution, thereby reducing the County's EPMC to 2% for members in subsection (a) and 1% for members in subsection (b); effective November 1, 2016, employees in subsection (a) will contribute an additional 2% toward the member contribution and employees in subsection (b) an additional 1% toward the member contribution, thereby fully eliminating the County's EPMC by the end of the term of this MOU. All "new members", as defined by CalPERS statutes and regulations, will remain subject to the contribution requirements established by the PEPRA.

c. New members

For all employees who CalPERS determines are "new members" within the meaning of the PEPRA, the County's retirement plan shall consist of the following provisions:

- i. Defined benefit formula of 2%@62 with a five (5) year vesting period.
- ii. Final compensation based on three (3) consecutive years.

Effective upon their date of hire, new members will pay 50% of the total normal cost of the member contribution, as determined by CalPERS.

6.4.4.1 • Two-tier retirement health benefit vesting requirement, with new-hires effective February 1, 2007, vesting is as follows, as specified by CalPERS: At (age 50 and) 10 years, 50% of the county contribution; at 15 years, 75%; at 20 years, 100%. Per CalPERS' specifications, the County's contribution must be the same as the State's contribution at the time an employee retires. Employees hired before the date the required resolution is adopted, who retire at or after age 50 with five years' service will continue to get the County contribution toward employee plus one, as provided in current County policy.

6.4.5 - Longevire Pa-

- 6.4.5.1 For all regular County employees covered by this Memorandum of Understanding hired prior to July 1, 1996, longevity shall be granted as follows:
 - 6.4.5.1.1 · For ten (10) years of continuous service, a three percent (3%) pay increase to be effective on the tenth anniversary date of the employee.
 - 6.4.5.1.2 For fifteen (15) years of continuous service, a three percent (3%) pay increase to be effective on the fifteenth anniversary date for the employee.
 - 6.4.5.1.3 Employees with a minimum of twenty (20) years of continuous service with the County as of July 1, 1986, shall receive, commencing July 1, 1986, a three percent (3%) pay increase. Employees who do not have a minimum of twenty (20) years of continuous service with the County as of July 1, 1986, shall receive a three percent (3%) pay increase to be effective on the twentieth anniversary date of the employee.

6.4.5.2 Effective January 1, 2020, for all regular employees hired on or after july 1, 1996, longevity shall be granted as follows:

6.4.5.2.1 For ten (10) years of continuous service, an additional annual Six Hundred Dollars (\$600.00) will be paid to the employee.

6.4.5.2.2 For fifteen (15) years of continuous service, an additional annual Eight Hundred and Fifty Dollars (\$850.00) will be paid to the employee.

6.4.5.2.3 For twenty (20) years of continuous services, an additional annual One Thousand One Hundred Dollars (\$1,100.00) will be paid to the employee.

6.4.5.2.4 For twenty-five (25) years of continuous services, an additional One Thousand Five Hundred Dollars (\$1,500.00) will be paid to the employee.

6.4.5.2.5 Effective January 1, 2020, the County shall pay longevity to employees on a monthly basis to be implemented on the anniversary date of employment after ratification of the MOU.

Longevity pay shall be granted despite any pending step increases or range changes.

Section 6.5 · Workers' Compensation/State Disability

6.5.1 - Eligibility.

Every employee shall be entitled to industrial injury leave when he/she is unable to perform services because of any injury as defined in the Workers' Compensation Act, or non-industrial injury leave when he/she is unable to perform services because of an injury sustained off the job. In the case of a non-industrial injury, leave is discretionary with the employee's department head.

6.5.2 - Compensation.

An employee who is disabled as a result of an injury shall be placed on leave, using as much of his/her accumulated compensatory time off, his/her accrued sick leave, and his/her vacation time as when added to any disability indemnity payable under the Workers' Compensation Act or the State Disability Insurance Program will result in a payment to him/her of not more than his/her full salary.

6.5.3 - Usage.

Leave time so utilized shall be prorated in relation to the difference between the disability indemnity pay and the employee's full salary and shall be charged to the employee from the employee's available sick leave, vacation, or comp time, at the employee's option.



COUNTY OF SUTTER

ALPHA CLASS STEP TABLE BY POSITION

EFFECTIVE 7/8/2020

Position Title	Pay Grade	Step	Haushi		Mandala	A	Exempt	Start Ste
	Oracle	отер	Hourly	Bi-Weekly	Monthly	Annual	Status	Uр То
ACCOUNT CLERK I	GCL29	1	15.4745	1,237.96	2,682.25	32,186.96	Non-Exempt	1
		2	16.3565	1,308.52	2,835.13	34,021.52	Non-Exempt	
		3	17.2382	1,379.06	2,987.95	35,855.46	Non-Exempt	
		4	18.1916	1,455.33	3,153.21	37,838.53	Non-Exempt	
		5	19.2172	1,537.38	3,330.98	39,971.78	Non-Exempt	
		6	20.3335	1,626.68	3,524.47	42,293.68	Non-Exempt	
		7	20.8420	1,667.36	3,612.61	43,351.36	Non-Exempt	
		8	21.3503	1,708.02	3,700.72	44,408.62	Non-Exempt	
		9	21.8585	1,748.68	3,788.81	45,465.68	Non-Exempt	
		10	22.3669	1,789.35	3,876.93	46,523.15	Non-Exempt	
ACCOUNT CLERK II	GCL30	1	16.3565	1,308.52	2,835.13	34,021.52	Non-Exempt	1
	00200	2	17.2382	1,379.06	2,987.95	35,855.46	Non-Exempt	
		3	18.1916	1,455.33	3,153.21	37,838.53	Non-Exempt	
		4	19.2172	1,537.38	3,330.98	39,971.78	Non-Exempt	
		5	20.3335	1,626.68	3,524.47	42,293.68	Non-Exempt	
		6	21.4672	1,717.38	3,720.98	44,651.78	Non-Exempt	
		7	22.0039	1,760.31	3,814.01	45,768.11	Non-Exempt	
		8	22.5406	1,803.25	3,907.04	46,884.45	Non-Exempt	
		9	23.0773	1,846.18	4,000.07	48,000.78	Non-Exempt	
		10	23.6140	1,889.12	4,093.09	49,117.12	Non-Exempt	
CCOUNT CLERK III	GCL31	1	17.2382	1,379.06	2,987.95	35,855.46	Non-Exempt	1
	00201	2	18.1916	1,455.33	3,153.21	37,838.53	•	
		3	19.2172	1,433.33	3,133.21	39,971.78	Non-Exempt	
			20.3335				Non-Exempt	
		4		1,626.68	3,524.47	42,293.68	Non-Exempt	
		5 6	21.4672	1,717.38	3,720.98	44,651.78	Non-Exempt	
		7	22.6727 23.2395	1,813.82	3,929.93	47,159.22	Non-Exempt	
			23.8063	1,859.16	4,028.18	48,338.16	Non-Exempt	
		8	23.6063	1,904.50 1,949.85	4,126.43	49,517.10	Non-Exempt	
		9 10	24.9399	1,995.19	4,224.67 4,322.92	50,696.05 51,874.99	Non-Exempt Non-Exempt	
CCOUNTANT I	PRO36	1	22.2889	1,783.11	3,863.41	46,360.91	Non-Exempt	9
	111000	2	23.5767	1,763.11		49,039.54	Non-Exempt	
		3	24.9008	1,992.06	4,086.63 4,316.14	51,793.66	Non-Exempt	
		4	26.2767	2,102.14	4,554.63		Non-Exempt	
		5	27.7047			54,655.54 57,635,79	•	
		5 6		2,216.38	4,802.15	57,625.78	Non-Exempt	
			29.1850	2,334.80	5,058.73	60,704.80	Non-Exempt	
		7	29.9146	2,393.17	5,185.20	62,222.37	Non-Exempt	
		8	30.6442	2,451.54	5,311.66	63,739.94	Non-Exempt	
		9 10	31.3738 32.1035	2,509.90 2,568.28	5,438.13 5,564.61	65,257.50 66,775.28	Non-Exempt Non-Exempt	
CCOUNTANT II	PRO38	1	24.9008	1,992.06	4,316.14	51,793.66	Exempt	1

Most units have 10 steps, however steps 6-10 require 10-30 years of service.

Law/Fire units have 11 steps, however steps 9-11 require 15-25 years of service.

See Sutter County Personnel Rules and Regulations, Section 13.1, then subsections by Unit for details.

Page:

COUNTY OF SUTTER

ALPHA CLASS STEP TABLE BY POSITION

EFFECTIVE 7/8/2020

	_		ELLECTIVE					
Position Title	Pay Grade	Step	Hourly	Bi-Weekly	Monthly	Annual	Exempt Status	Start Sto
		8	77.8689	6,229.51	13,497.28	161,967.31	Exempt	1
		9	79.7228	6,377.82	13,818.62	165,823.42	Exempt	1
		10	81.5769	6,526.15	14,140.00	169,679.95	Exempt	1
ASST DISTRICT ATTORNEY	MGT51	1	52.9588	4,236.70	9,179.53	110,154.30	Exempt	1
		2	55.6010	4,448.08	9,637.51	115,650.08	Exempt	i
		3	58.3739	4,669.91	10,118.14	121,417.71	Exempt	4
		4	61.3398	4,907.18	10,632.23	127,586.78	Exempt	4
		5	64.3929	5,151.43	11,161.44	133,937.23	Exempt	1
		6	67.3214	5,385.71	11,669.04	140,028.51	Exempt	1
		7	69.0045	5,520.36	11,960.78	143,529.36	Exempt	1
		8	70.6875	5,655.00	12,252.50	147,030.00	Exempt	
		9	72.3705	5,789.64	12,544.22	150,530.64	Exempt	1
		10	74.0536					1
		10	74,0556	5,924.29	12,835.96	154,031.49	Exempt	1
SST MUSEUM CURATOR	GEN32	1	17.6864	1,414.91	3,065.64	36,787.71	Non-Exempt	1
		2	18.6838	1,494.70	3,238.53	38,862.30	Non-Exempt	1
		3	19.7682	1,581.46	3,426.49	41,117.86	Non-Exempt	1
		4	20.8705	1,669.64	3,617.55	43,410.64	Non-Exempt	1
		5	22.0424	1,763.39	3,820.68	45,848.19	Non-Exempt	1
		6	23.3200	1,865.60	4,042.13	48,505.60	Non-Exempt	1
		7	23.9031	1,912.25	4,143.20	49,718.45	Non-Exempt	1
		8	24.4859	1,958.87	4,244.22	50,930.67	Non-Exempt	
		9	25.0690	2,005.52	4,345.29	52,143.52	Non-Exempt	
		10	25.6520	2,052.16	4,446.35	53,356.16	Non-Exempt	
SST REGISTRAR OF VOTERS	MGT43	1	35.4792	2,838.34	6,149.73	73,796.74	Exempt	1
		2	37.3646	2,989.17	6,476.53	77,718.37	Exempt	1
		3	39.0854	3,126.83	6,774.80	81,297.63	Exempt	1
		4	41.0947	3,287.58	7,123.08	85,476.98	Exempt	1
		5	43.4381	3,475.05	7,529.27	90,351.25	Exempt	1
		6	45.5877	3,647.02	7,901.87	94,822.42	Exempt	1
		7	46.7274	3,738.19	8,099.42	97,192.99	Exempt	1
		8	47.8671	3,829.37	8,296.96	99,563.57	Exempt	
		9	49.0067	3,920.54	8,494.49	101,933.94	Exempt	1
		10	50.1464	4,011.71	8,692.04	104,304.51	Exempt	1
SST TREASURER-TAX COLLECT	OR MGT//5	1	39.0854	3,126.83	6,774.80	81,297.63	Evenet	4
	OK 1910140	2	41.0947	3,120.63	7,123.08	85,476.98	Exempt	1
		3	43.4381				Exempt	1
		4	45.5877	3,475.05 3,647.02	7,529.27	90,351.25	Exempt	1
					7,901.87	94,822.42	Exempt	1
		5	47.9311	3,834.49	8,308.06	99,696.69	Exempt	1
		6	50.3447	4,027.58	8,726.41	104,716.98	Exempt	1
		7	51.6033	4,128.26	8,944.57	107,334.86	Exempt	1
		8	52.8618	4,228.94	9,162.71	109,952.54	Exempt	1
		9	54.1205	4,329.64	9,380.89	112,570.64	Exempt	1

Most units have 10 steps, however steps 6-10 require 10-30 years of service.

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Law/Fire units have 11 steps, however steps 9-11 require 15-25 years of service.

See Sutter County Personnel Rules and Regulations, Section 13.1, then subsections by Unit for details.

COUNTY OF SUTTER

ALPHA CLASS STEP TABLE BY POSITION

EFFECTIVE 7/8/2020

Dogition Title	Pay						Exempt	Start Ste
Position Title	Grade	Step	Hourly	Bi-Weekly	Monthly	Annual	Status	Up To
		10	61.0253	4,882.02	10,577.72	126,932.62	Exempt	3
DISTRICT ATTORNEY	EDADA	1	74.9490	5,995.92	12,991.16	155,893.92	Exempt	1
		10	78.6965	6,295.72	13,640.73	163,688.72	Exempt	1
		15	80.5702	6,445.62	13,965.50	167,586.02	Exempt	1
		20	82.4439	6,595.51	14,290.28	171,483.31	Exempt	1
		25	84.3176	6,745.41	14,615.05	175,380.61	Exempt	1
		30	86.1913	6,895.30	14,939.83	179,277.90	Exempt	1
DIVISION COMMANDER	MLA45	1	44 1409	2 524 00	7.054.07	04.040.00		
- TOO TO THE PARTY OF THE PARTY	IVILA40	1	44.1408	3,531.26	7,651.07	91,812.86	Exempt	1
		2	46.4046	3,712.37	8,043.46	96,521.57	Exempt	1
		3	49.0461	3,923.69	8,501.32	102,015.89	Exempt	1
		4	51.4987	4,119.90	8,926.44	107,117.30	Exempt	1
		5	54.0731	4,325.85	9,372.67	112,472.05	Exempt	1
		6	56.7770	4,542.16	9,841.35	118,096.16	Exempt	1
		7	59.6160	4,769.28	10,333.44	124,001.28	Exempt	1
		8	62.5967	5,007.74	10,850.09	130,201.14	Exempt	1
		9	63.8485	5,107.88	11,067.07	132,804.88	Exempt	1
		10	65.1257	5,210.06	11,288.45	135,461.46	Exempt	1
		11	66.4280	5,314.24	11,514.19	138,170.24	Exempt	1
LECTIONS CLERK I	GCL29	1	15.4745	1,237.96	2,682.25	32,186.96	Non-Exempt	1
		2	16.3565	1,308.52	2,835.13	34,021.52	Non-Exempt	- 1
		3	17.2382	1,379.06	2,987.95	35,855.46	Non-Exempt	1
		4	18.1916	1,455.33	3,153.21	37,838.53	Non-Exempt	1
		5	19.2172	1,537.38	3,330.98	39,971.78	Non-Exempt	1
		6	20.3335	1,626.68	3,524.47	42,293.68	Non-Exempt	1
		7	20.8420	1,667.36	3,612.61	43,351.36	Non-Exempt	1
		8	21.3503	1,708.02	3,700.72	44,408.62	Non-Exempt	
		9	21.8585	1,748.68	3,788.81	45,465.68	Non-Exempt	
		10	22.3669	1,789.35	3,876.93	46,523.15	Non-Exempt	1
LECTIONS CLERK II	GCL31	1	17.2382	1,379.06	2,987.95	35,855.46	Non-Exempt	1
		2	18.1916	1,455.33	3,153.21	37,838.53	Non-Exempt	
		3	19.2172	1,537.38	3,330.98	39,971.78	Non-Exempt	
		4	20.3335	1,626.68	3,524.47	42,293.68	Non-Exempt	
		5	21.4672	1,717.38	3,720.98	44,651.78	Non-Exempt	
		6	22.6727	1,813.82	3,929.93	47,159.22	Non-Exempt	
		7	23.2395	1,859.16	4,028.18	48,338.16	Non-Exempt	
		8	23.8063	1,904.50	4,126.43	49,517.10	Non-Exempt	
		9	24.3731	1,949.85	4,224.67	50,696.05	Non-Exempt	
		10	24.9399	1,995.19	4,322.92	51,874.99	Non-Exempt	
MERGENCY OPERATIONS MGR	MGT46	1	41.0947	3,287.58	7,123.08	85,476.98	Exempt	1
	. •	2	43.4381	3,475.05	7,529.27	90,351.25	Exempt	1

Most units have 10 steps, however steps 6-10 require 10-30 years of service.

Law/Fire units have 11 steps, however steps 9-11 require 15-25 years of service.

See Sutter County Personnel Rules and Regulations, Section 13.1, then subsections by Unit for details.

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LAKE

Betty T. Yee, California State Controller

Employee Detail

District Attorney

Employer: Lake County (https://publicpay.ca.gov/Reports/Counties/County.aspx?entityid=17&year=2019)

Department: District Attorney (https://publicpay.ca.gov/Reports/Department.aspx?

departmentid=588&year=2019)

Year: 2019

This employee served as an elected official.

Report: Summary

Regular Pay \$119,083 Overtime Pay \$0 Lump-Sum Pay \$13,184 Other Pay \$10,430 Total Wages \$142,697 \$120,599 - \$120,599

Regular Pay Range for Position

Defined Benefit Plan Contribution \$11,731

Employee's Retirement Cost Covered \$0

Deferred Compensation \$0

Health/Dental/Vision Contribution \$12,023

Total Retirement & Health Contribution \$23,754

2.0%@55

Applicable Defined Benefit Pension Formula

This county does not include payments toward the unfunded liability of the employer sponsored retirement plan.

For more information visit this employer's website (http://www.lakecountyca.gov)Last Updated: 6/30/2020

Betty T. Yee, California State Controller

Employee Detail

Chief Deputy District Attorney

Employer: Lake County (https://publicpay.ca.gov/Reports/Counties/County.aspx?entityid=17&year=2019)

Department: District Attorney (https://publicpay.ca.gov/Reports/Department.aspx?

departmentid=588&year=2019)

Year: 2019

Report: Summary

Regular Pay \$109,232
Overtime Pay \$0
Lump-Sum Pay \$5,293
Other Pay \$4,800
Total Wages \$119,325
\$86,216 - \$124,550
Regular Pay Range for Position
Defined Benefit Plan Contribution \$9,946
Employee's Retirement Cost Covered \$0
Deferred Compensation \$0
Health/Dental/Vision Contribution \$12
Total Retirement & Health Contribution \$9,958
2.0%@55

Applicable Defined Benefit Pension Formula

This county does not include payments toward the unfunded liability of the employer sponsored retirement plan.

For more information visit this employer's website (http://www.lakecountyca.gov)Last Updated: 6/30/2020



Betty T. Yee, California State Controller

Employee Detail

District Attorney

Employer: Plumas County (https://publicpay.ca.gov/Reports/Counties/County.aspx?entityid=32&year=2019)

Department: District Attorney (https://publicpay.ca.gov/Reports/Department.aspx?

departmentid=1233&year=2019)

Year: 2019

This employee served as an elected official.

Report: Summary

Regular Pay \$121,090

Overtime Pay \$0

Lump-Sum Pay \$0

Other Pay \$3,371

Total Wages \$124,461

\$0 - \$0

Regular Pay Range for Position

Defined Benefit Plan Contribution \$10,635

Employee's Retirement Cost Covered \$4,777

Deferred Compensation \$0

Health/Dental/Vision Contribution \$0

Total Retirement & Health Contribution \$15,412

2% @ 55

Applicable Defined Benefit Pension Formula

This county does not include payments toward the unfunded liability of the employer sponsored retirement plan.

For more information visit this employer's website (http://www.plumascounty.us/index.aspx?nid=85)

Last Updated: 8/14/2020

Satisfactory performance shall be evidenced by an appointing authority's completion of County's Personnel Action Form, based on performance evaluations conducted at least thirty (30) days prior to the employee's merit anniversary date.

The County shall maintain a standardized performance evaluation form and procedures for conducting employee performance evaluations.

When merit advancement is denied to an employee, the employee's performance shall be re-evaluated within ninety (90) days and, if the performance is satisfactory, the employee may be advanced to the next step effective the first pay period following the date of the re-evaluation report. If the employee's performance is not satisfactory in the re-evaluation the employee shall not be eligible for a merit increase until the next merit anniversary date.

2.03 LONGEVITY ADVANCEMENT

An employee's salary shall be increased five percent (5%) at the following times: upon completion of seven (7), ten (10), fourteen (14), eighteen (18) and twenty-one (21) years of full-time continuous and compensated service, or the equivalent, measured from the date of hire and satisfactory performance report.

Upon a satisfactory performance evaluation, at least thirty (30) days prior to the employee's hire anniversary date, the employee shall be granted a longevity step.

When longevity advancement is denied to an employee, the employee's performance shall be re-evaluated after ninety (90) days and within one hundred twenty (120) days and, if performance is satisfactory, the employee may be advanced to the next step effective the first pay period following the date of the re-evaluation report. If the employee's performance is not satisfactory in the re-evaluation, the employee shall not be eligible for a longevity increase until the next "hire" anniversary date.

During the term of this agreement, a Longevity Performance Labor Management Committee shall be formed to review the performance evaluation process for longevity pay.

The Union and the County shall each select four (4) members who will meet to make a recommendation to the County based upon the consensus of the Committee. The Union may select one Committee member from each of its three bargaining units in addition to its Union representative.

3.00 HOURS OF WORK

3.01 OVERTIME PAY

Overtime shall be paid on the following basis:

Unit employees, except FLSA-exempt employees, shall be paid one and one-half (1-1/2) times the number of hours worked in excess of their normal workday or workweek.

GLENN

COUNTY OF GLENN SCHEDULE OF PERSONNEL CLASSES, SALARY RANGES AND STEPS Effective 7-1-2019

					Hourly					Bi-Weekly				
Job Code	Job Title	IRLY/SLR	Unit	Range	Step A	Step B	Step C	Step D	Step E	STEP-A	STEP-B	STEP-C	STEP-D	STEP-E
4221000	CHILD SUPPORT SPECIALIST I	HRLY	G	283	\$15.49	\$16.27	\$17.09	\$17.94	\$18.84	\$1,239.20	\$1,301.60	\$1,367.20	\$1,435,20	\$1,507.20
4231001	CHILD SUPPORT SPECIALIST II	HRLY	G	303	\$17.13	\$17.98	\$18.88	\$19.83	\$20.82	\$1,370.40	\$1,438.40	\$1,510.40	\$1,586.40	\$1,665.60
4233001	CHILD SUPPORT SPECIALIST III	HRLY	G	327	\$19.30	\$20.27	\$21.28	\$22.34	\$23.46	\$1,544.00	\$1,621.60	\$1,702.40	\$1,787.20	\$1,876.80
4241000	CHILD SUPPORT SUPERVISOR	HRLY	M	344	\$21.02	\$22.07	\$23.17	\$24.34	\$25.55	\$1,681.60	\$1,765.60	\$1,853.60	\$1,947.20	\$2,044.00
2456015	CICC COORDINATOR	SLRY	M	392	\$26.71	\$28.05	\$29.46	\$30.93	\$32.48	\$2,136.80	\$2,244.00	\$2,356.80	\$2,474.40	\$2,598.40
4153810	CIVIL PROCESS TECHNICIAN	HRLY	Р	327	\$19.30	\$20.27	\$21.28	\$22.34	\$23.46	\$1,544.00	\$1,621.60	\$1,702.40	\$1,787.20	\$1,876.80
0881001	CLERK OTB/GEN SERV DIRECTOR	SLRY	N	487	\$42.90	\$45.04	\$47,30	\$49.66	S52.14	\$3,432.00	\$3,603.20	\$3,784.00	\$3,972.80	\$4,171.20
9351600	CLIENT TRANSPORTER	HRLY	G	343	\$20.92	\$21.97	\$23.07	\$24.23	\$25.44	\$1,673.60	\$1,757.60	\$1,845.60	\$1,938.40	\$2,035.20
3437230	CLINICAL NURSE	HRLY	G	393	\$26.85	\$28.19	\$29.60	\$31,08	\$32.63	\$2,148.00	\$2,255.20	\$2,368.00	\$2,486.40	\$2,610.40
3733101	CODE ENFORCEMENT OFFICER I	HRLY	G	368	\$23.68	\$24.87	\$26.11	\$27.42	\$28.78	\$1,894.40	\$1,989.60	\$2,088.80	\$2,193.60	\$2,302.40
3733102	CODE ENFORCEMENT OFFICER 1	HRLY	G	388	\$26.18	\$27.49	\$28.87	\$30.31	\$31.83	\$2,094.40	\$2,199.20	\$2,309.60	\$2,424.80	\$2,546.40
6446001	COMMUNITY ACTION MANAGER	SLRY	M	408	\$28.93	\$30.38	\$31.90	\$33.49	\$35.16	\$2,314.40	\$2,430.40	\$2,552.00	\$2,679.20	\$2,812.80
4432565	COMMUNITY ACTION PROGRAM SPECIALIST I	HRLY	G	315	\$18.20	\$19.10	\$20.06	\$21.06	\$22.11	\$1,456.00	\$1,528.00	51,604.80	\$1,684.80	\$1,768.80
4442565	COMMUNITY ACTION PROGRAM SPECIALIST IF	HRLY	G	335	\$20.10	\$21.11	\$22.17	\$23.29	\$24.45	\$1,608,00	\$1,688.80	\$1,773.60	\$1,863.20	\$1,956.00
4031433	COMMUNITY ACTION PROGRAM SPECIALIST III	HRLY	G	355	\$22.22	\$23,33	\$24.49	\$25.71	\$27.00	\$1,777.60	\$1,866.40	\$1,959.20	\$2,056,80	\$2,160.00
5446001	COMMUNITY DEVELOPMENT DIRECTOR	SLRY	M	441	\$34.10	\$35.80	\$37,60	\$39.47	\$41.45	\$2,728.00	\$2,864.00	\$3,008.00	\$3,157.60	\$3,316.00
3436000	COMMUNITY OUTREACH ADVOCATE	HRLY	G	352	\$21.88	\$22.97	\$24.12	\$25.33	\$26.59	\$1,750.40	\$1,837.60	\$1,929.60	52,026.40	\$2,127.20
3436101	COMMUNITY OUTREACH WORKER	HRLY	G	293	\$16.31	\$17.13	\$17.98	\$18.88	\$19.83	\$1,304.80	\$1,370.40	\$1,438.40	\$1,510.40	\$1,586,40
6456100	COMMUNITY SERVICES PROJ COORD	HRLY	M	349	\$21.54	\$22.62	\$23.75	\$24.94	S26_19	\$1,723.20	\$1,809.60	\$1,900.00	\$1,995.20	\$2,095.20
1646001	COMPLIANCE & QUALITY IMP COORD I	SLRY	M	398	\$27.51	\$28.89	\$30,33	\$31.85	\$33.45	\$2,200.80	\$2,311.20	\$2,426.40	\$2,548.00	\$2,676.00
1646002	COMPLIANCE & QUALITY IMP COORD II	SLRY	M	419	\$30.56	\$32.09	\$33.69	\$35.37	\$37.14	\$2,444.80	\$2,511.20	\$2,695.20	\$2,829.60	\$2,971.20
0678100	COMPLIANCE&QUALITY IMPROV MGR	SLRY	M	441	\$34.10	\$35.80	\$37.60	\$39.47	\$41.45	\$2,728.00	\$2,864.00	\$3,008.00	\$3,157.60	
0086000	COUNTY ADMINISTRATIVE OFFICER	SLRY	N	610	\$79.25	\$83.21	\$87.37	\$91.74	\$96,33	\$6,340.00	\$6,656.80	\$6,989.60	\$7,339.20	\$3,316.00 \$7,706.40
0289994	COUNTY COUNSEL	SLRY	N	576	\$66.88	\$70,23	\$73.74	\$77,42	S81.29	\$5,350.40	\$5,618.40	\$5,899.20	\$6,193.60	
8761001	COUNTY FACILITIES OPERATIONS MGR	HRLY	M	441	\$34.10	\$35.80	\$37.60	\$39.47	\$41.45	\$2,728.00	\$2,864,00	\$3,008.00		\$6,503.20
9720236	CUSTODIAN	HRLY	G	250	\$13.14	\$13,79	\$14.48	\$15.21	\$15,97	\$1,051.20	\$1,103.20	\$1,158.40	\$3,157.60	\$3,316.00
9740000	CUSTODIAN, LEAD	HRLY	G	280	\$15.26	\$16.02	\$16.83	\$17.68	\$18.56	\$1,220.80	\$1,281.60	\$1,155.40	\$1,215.80	\$1,277.60
0576907	DEPUTY AG COMMISSIONER	SLRY	М	457	\$36.93	\$38.78	\$40.72	\$42.76	\$44.90	\$2,954.40	\$3,102.40	\$3,257.60	\$1,414.40	\$1,484.80
0072000	DEPUTY CAO-ADMINISTRATION	SLRY	N	448	\$35.31	\$37.08	\$38.93	\$40.88	\$42.92	\$2,934.40	\$2,966.40	- chemical in the	\$3,420.80	\$3,592.00
0176880	DEPUTY CHIEF PROBATION OFFICER	SLRY	M	449	\$35.49	\$37.06	\$39.13	\$41.09	\$43.14	\$2,839.20		\$3,114.40	\$3,270.40	\$3,433.60
6631044	DEPUTY CLERK, BOS	HRLY	N	352	\$21.88	\$22.97	\$24.12	\$25.33	\$26.59	\$1,750.40	\$2,980.80	\$3,130.40	\$3,287.20	\$3,451.20
6631044	DEPUTY CLERK/LEGAL SECRETARY	HRLY	N	355	\$22.22	\$23.33	\$24.12	\$25.71	\$27.00	\$1,777.60	\$1,837.60	\$1,929.60	\$2,026.40	\$2,127.20
1289994	DEPUTY COUNTY COUNSEL	SLRY	N	464	\$38.24	\$40.15	\$42.16	\$44.27	\$46.48	\$3,059.20	\$1,866.40	\$1,959.20	\$2,056.80	\$2,160.00
0378002	DEPUTY DIR HEALTH & HUMAN SRV	SLRY	M	512	\$48.59	\$51.02	\$53,57	\$56.25	\$59.07	\$3,887.20		\$3,372.80	\$3,541.60	\$3,718.40
1376001	DEPUTY DIRECTOR QES	SLRY	M	448	\$35.31	\$37.08	\$38.93	\$40.88	\$42.92		\$4,081.60	\$4,285.60	\$4,500.00	\$4,725.60
0776001	DEPUTY DIRECTOR OF PW *	SLRY	N	487	\$42.90	\$45.04	\$47.30	\$49.66	S52.14	\$2,824.80	\$2,966.40	\$3,114.40	\$3,270.40	\$3,433.60
0169331	DEPUTY DISTRICT ATTORNEY I	SLRY	M	428	\$31.96	\$33.56	\$35.24	\$37.01			\$3,603.20	\$3,784.00	\$3,972.80	\$4,171.20
0169332	DEPUTY DISTRICT ATTORNEY II	SLRY	M	448					\$38.85	\$2,556.80	\$2,684.80	\$2,819.20	\$2,960.80	\$3,108.00
0169333	DEPUTY DISTRICT ATTORNEY III	SLRY	M	468	\$35.31 \$39.02	\$37,08 \$40.96	\$38.93 \$43.01	\$40.88 \$45.17	\$42.92	\$2,824.80	\$2,966.40	\$3,114.40	\$3,270.40	\$3,433.60
5123711	DEPUTY PROBATION OFFICER I	HRLY	P						\$47.42	\$3,121.60	\$3,276.80	\$3,440.80	\$3,613.60	\$3,793.60
5123711	DEPUTY PROBATION OFFICER II	HRLY	P	340 360	\$20,61	\$21.64	\$22.73	\$23,86	\$25.05	\$1,648.80	\$1,731.20	\$1,818.40	\$1,908.80	\$2,004.00
			P		\$22.78	\$23.92	\$25.11	\$26.37	\$27.68	\$1,822.40	\$1,913.60	\$2,008.80	\$2,109.60	\$2,214.40
5143700	DEPUTY PROBATION OFFICER III	HRLY		380	\$25.15	\$26.41	\$27.72	\$29.11	\$30.57	\$2,012.00	\$2,112.80	\$2,217.60	\$2,328.80	\$2,445.60
5153700	DÉPUTY PROBATION OFFICER IV	HRLY	P	407	\$28.78	\$30.22	\$31.73	\$33.32	\$34.99	\$2,302.40	\$2,417.60	\$2,538.40	\$2,665.60	\$2,799.20
5132805	DEPUTY SHERIFF	HRLY	D	397	\$27.38	\$28.74	\$30,18	\$31.69	\$33.27	\$2,190.40	\$2,299.20	\$2,414.40	\$2,535.20	\$2,661.60
5111001	DEPUTY SHERIFF TRAINEE	HRLY	Р	332	\$19.80	\$20.79	\$21.83	\$22.92	\$24.06	\$1,584.00	\$1,663.20	\$1,746.40	\$1,833.60	\$1,924.80
1576222	DEVELOPMENT MANAGER	SLRY	M	414	\$29.79	\$31.28	\$32.84	\$34.49	\$36.21	\$2,383.20	\$2,502.40	\$2,627.20	\$2,759.20	\$2,896.80
0776121	DIR PLAN & COM DEV SERV LIC	SLRY	N	512	\$48.59	\$51.02	\$53,57	\$56.25	\$59.07	\$3,887.20	\$4,081.60	\$4,285.60	\$4,500.00	\$4,725.60
0776211	DIR PLAN & COM DEV SERV NO LIC	SLRY	N	496	\$44.87	\$47.11	\$49,47	\$51.95	S54.55	\$3,589,60	\$3,768.80	\$3,957.60	\$4,156.00	\$4,364.00
0186000	DIRECTOR CHILD SUPPORT SERVICE	SLRY	N	493	\$44.20	\$46.41	\$48.74	\$51.17	\$53,73	\$3,536.00	\$3,712.80	\$3,899.20	\$4,093,60	\$4,298.40
0089996	DIRECTOR OF FINANCE	SLRY	N	526	\$52.10	\$54.70	\$57,44	\$60.31	\$63.33	\$4,168.00	\$4.376.00	\$4,595.20	\$4,824.80	\$5,066.40
0586000	DIRECTOR OF PUBLIC WORKS - LIC	SLRY	N	532	\$53.69	\$56.38	\$59.19	\$62,15	\$65.26	\$4,295.20	\$4,510.40	\$4,735.20	\$4,972.00	\$5,220.80
0586001	DIRECTOR OF PUBLIC WORKS - NO LIC	SLRY	_N	502	\$46.23	\$48,54	\$50,97	\$53.52	556.19	\$3,698.40	\$3,883,20	\$4,077.60	\$4,281.60	\$4,495.20
0180960	DISTRICT ATTORNEY	SLRY	Е	532	\$53.69	\$56.38	\$59.19	\$62.15	\$65.26	\$4,295.20	\$4,510.40	\$4,735.20	\$4,972.00	\$5,220.80
1576000	ECONOMIC DEVELOPMENT MANAGER	SLRY	M	414	\$29.79	\$31.28	\$32.84	\$34.49	\$36.21	\$2,383.20	\$2,502.40	\$2,627.20	\$2,759.20	\$2,896.80

COUNTY OF GLENN SCHEDULE OF PERSONNEL CLASSES, SALARY RANGES AND STEPS Effective 7-1-2019

DOTATION CACCOUNT CLERK HRIV G 255 511,84 511,87 511,56 512,564 517,76 51,173,00 51,113,00	Inh Code	NA TAK	American design	W-2796-1	144201111111	Hourly	2500 W 691	SHI 5 - 281			Bi-Weekly				
MINISTRATE MIN			100000000000000000000000000000000000000				_celow size.	Step C	Step D	Step E	STEP-A	STEP-B	STEP-C	STEP-D	STEP-E
Designation Minus G 286 \$15,74 \$45,52 \$17.35 \$15,52 \$15,13 \$15,55 \$15,5								\$14.15	\$14.85	\$15.60	\$1,025.40	\$1,077.60	\$1,132.00	\$1,188.00	\$1,248.00
Second ACCOUNT CLERK SUPERVISOR NAILY M 339 \$50.10 \$51.11 \$52.17 \$52.29 \$52.46 \$1.68.00 \$1.68.80 \$1.778.00 \$1.88.80 \$1.88.80 \$1.778.00 \$1.88.80 \$1.88.80 \$1.778.00 \$1.88.80 \$1.88.80 \$1.778.00 \$1.88.80 \$1.88.80 \$1.778.00 \$1.88.80 \$1.88.80 \$1.78.80 \$1.88.80								\$15.65	\$16.43	\$17.26	\$1,135.20	\$1,192.00	\$1,252.00	\$1,314.40	\$1,380.80
								\$17.35	\$18.22	\$19.13	\$1,259.20	\$1,321.60	\$1,388.00	\$1,457.60	\$1,530.40
1995 1995									\$23.29	\$24.45	\$1,608.00	\$1,688.80	\$1,773.60	\$1,863.20	\$1,956.00
1995 1995								\$22.17	\$23.29	\$24.45	\$1,608.00	\$1,688.80	\$1,773.60	\$1,863.20	\$1,956.00
Section ACCOUNTANT HRLY G 385 \$23.14 \$34.50 \$51.57 \$27.70 \$51.83 \$51.867.00 \$31.666.00 \$31.000.0								\$21.07	\$22.12	\$23.23	\$1,528.80	\$1,605.60	\$1,685.60	\$1,769.60	\$1,858.40
							\$22.19	\$23.30	\$24.46	\$25.68	\$1,689.60	\$1,775.20	\$1,864.00	\$1,956.80	\$2,054.40
MAINTERNALE SEN ANALYST HRIV G 300 \$16.88 \$51.713 \$18.82 \$10.95 \$1.95.00 \$1.350.00 \$1.350.00 \$1.48.80 \$1.350.00 \$1.48.80 \$1.350.00 \$1.48.80 \$1.350.00 \$1.48.80 \$1.350.00 \$1.48.80 \$1.350.00 \$1.48.80 \$1.350.00 \$1.48.80 \$1.350.00 \$1.48.80 \$1.350.00 \$1.48.80 \$1.350.0								\$25.72	\$27.01	\$28.36	\$1,867.20	\$1,960.00	\$2,057.60	\$2,160.80	\$2,268.80
MONTH MACT & GEN SERN SPECIALIST HRLY G 392 S15-81 S16-59 S16-59 S17-86 S117-85 S12-295 S13-85-20 S13-85-20 S13-85-20 S13-87-20 S10-101105 ACCT & GEN SERN SPECIALIST HRLY G 322 S18-84 S10-77 S18-81 S12-290 S13-87-20 S13-87-20 S15-87-20 S1						1			\$30.77	\$32.31	\$2,126.40	\$2,232.80	\$2,344.00	\$2,461.60	\$2,584.80
S01110 ACCT & GEN SERV SPECIALIST II								\$18.62	\$19.54	\$20.52	\$1,350.40	\$1,418.40	\$1,489.60	\$1,563.20	\$1,641.60
	-							\$16.99	\$17.84	\$18.73	\$1,232.80	\$1,295.20	\$1,359.20	\$1,427.20	\$1,498.40
1932 ADMINISTRATIVE SENSITION	-					\$17.04	\$17.90	\$18.80	\$19.74	\$20.73	\$1,363.20	\$1,432.00	\$1,504.00	\$1,579.20	\$1,658.40
ADMINISTRATIVE SERVICES OPERICR								\$20.77	\$21.81	\$22.90	\$1,507.20	\$1,582.40	\$1,661.60	51,744.80	\$1,832.00
								\$26.52	\$27.85	\$29.24	\$1,924.00	\$2,020.80	\$2,121.60	\$2,228.00	\$2,339.20
1839000 ADMINISTRATIVE SIRV ANALYST II						\$26.71	\$28.05	\$29.46	\$30.93	\$32.48	\$2,136.80	\$2,244.00	\$2,356.80	\$2,474.40	\$2,598.40
1848002 ADMINISTRATIVE SIN ANALYSTI II DEPUTY CLK HRLY N 392 \$22.57 \$22.67 \$22.67 \$22.65 \$27.79 \$2.93 \$2.26.65 \$27.79 \$2.93 \$2.26.65 \$2.77.99 \$2.93 \$2.26.65 \$2.77.99 \$2.93 \$2.26.70 \$2.28.80 \$2.24.00 \$2.28.26.80 \$2.24.26.26 \$2.24.26.26 \$2.24.26.26 \$2.24.26.26 \$2.24.26.26 \$2.24.26.26 \$2.24.26.26 \$2.24.26.26 \$2.24.26.26 \$2.24.26.26 \$2.24.26.26 \$2.24.26.26 \$2.24.26.26 \$2.24.26.26 \$2.24.26.26 \$2.24.26.26 \$2.24.26.26 \$2.24.26.26 \$2.24.26.26 \$2.24.2							\$23.44	\$24.61	\$25.85	\$27,14	\$1,786.40	\$1,875.20	\$1,968.80	\$2,068.00	\$2,171.20
1846000 ADMINISTRATIVE SIN ANALYST III				M	372	\$24.17	\$25.39	\$26,65	\$27.99	\$29.39	\$1,933.60	\$2,031.20	\$2,132.00	\$2,239.20	\$2,351.20
1839003 ADMINISTRATIVE SRY ANALYST II-CEPUTY CLK HRLY N 392 S25.71 \$28.05 \$29.46 \$30.93 \$32.46 \$21.88 \$2.246 \$2.258.05 \$2.247.40 \$2.258.05 \$2.247.40 \$2.258.05 \$2.247.40 \$2.258.05 \$2.247.40 \$2.258.05 \$2.248 \$2.258.05 \$2.248 \$2.258.05 \$2.248 \$2.258.05 \$2.248 \$2.258.05 \$2.247.40 \$2.258.05 \$2.248 \$2.258.05 \$2.258	-					\$24.17	\$25.39	\$26.65	\$27.99	\$29.39	\$1,933.60	\$2,031.20	\$2,132.00	\$2,239.20	\$2,351.20
\$2,000 \$						\$26.71	\$28.05	\$29,46	\$30.93	\$32.48	\$2,136.80	\$2,244.00	\$2,356.80	\$2,474.40	\$2,598.40
18395156 AG BIO/NTS MEAS INS II						\$26.71	\$28.05	\$29.46	\$30.93	\$32.48	\$2,136.80	\$2,244.00	\$2,356.80	\$2,474.40	\$2,598.40
SAMPLIAN AGE BIOANTS MEAS INS							\$20.69	\$21.72	\$22.80	\$23.94	\$1,576.00	\$1,655.20	\$1,737.60	\$1,824.00	\$1,915.20
S38001 AG BIO/MYS MEAS INST HRLY M 417 \$30.25 \$31.76 \$33.35 \$35.03 \$35.78 \$52.420.00 \$25.400.80 \$25.668.00 \$30.240.00 \$30.250.668.00 \$30.240.00 \$30.250.668.00 \$30.240.00 \$30.250.668.00 \$30.240.00 \$30.250.668.00 \$30.240.00 \$30.250.668.00 \$30.240.00 \$30.250.668.00 \$30.240.00 \$30.250.668.00 \$30.240.00 \$30.250.668.00 \$30.240.00 \$30.250.668.00 \$30.240.00 \$30.250.668.00 \$30.250.669 \$30.250.668.00 \$30.250.668.00 \$30.250.668.00 \$30.250.668.00 \$30.250.668.00 \$30.250.668.00 \$30.250.668.00 \$30.250.668.00 \$30.250.668.00 \$30.250.668.00 \$30.250.668.00 \$30.250.668.00 \$30.250.668.00 \$30.250.668.00 \$30.250.668.00 \$30.250.668.00 \$30.250.668.00 \$30.250.668.00 \$30.250.669.00 \$30.2										\$27.56	\$1,812.80	\$1,904.00	\$1,999.20	\$2,099.20	\$2,204.80
Despose AGRICULTURAL COMMISSIONER				G		\$26.18	\$27.49	\$28,87	\$30.31	S31.83	\$2,094.40	\$2,199.20	\$2.309.60	\$2,424.80	\$2,546.40
										\$36.78	\$2,420.00	\$2,540.80	\$2,668.00	\$2,802.40	\$2,942.40
S389002 AIR POLLUTION SPECIALIST HRLY M 376 \$24.66 \$25.90 \$27.19 \$28.55 \$29.98 \$1,972.80 \$2,072.00 \$2,752.00 \$2,285.00						\$46.23	\$48.54	\$50.97	\$53.52	\$56.19	\$3,698.40	\$3,883.20	\$4,077.60	\$4,281.60	\$4,495,20
ARRORT SITE WORKER										\$23.94	\$1,576.00	\$1,655.20	\$1,737.60	\$1,824.00	\$1,915.20
REF									\$28,55	\$29.98	\$1,972.80	\$2,072.00	\$2,175.20	\$2,284.00	\$2,398.40
ASSESSOR/CLERK/RECORDER											\$1,470.40	\$1,544.00	\$1,621.60	\$1,702.40	\$1,787.20
See										\$25.55	\$1,681.60	\$1,765.60	\$1,853.60	\$1,947.20	\$2,044.00
\$221970 ASSISTANT ANIMAL CONTRL OFFICR HRLY G 395 \$27.11 \$28.47 \$29.90 \$31.40 \$32.97 \$2,168.80 \$2,277.60 \$2,392.00 \$3,053.60 \$3,000.0075920 ASSISTANT ASSESSOR \$LRY M 444 \$34.62 \$36.35 \$38.17 \$40.08 \$42.08 \$2,769.60 \$2,908.00 \$3,053.60 \$3,206.40 \$43.00 ASSISTANT CLERK/RECORDER \$LRY M 444 \$34.62 \$36.35 \$38.17 \$40.08 \$42.08 \$2,769.60 \$2,908.00 \$3,053.60 \$3,206.40 \$43.00 ASSISTANT DIR - COM ACT DEPT \$LRY M 448 \$34.62 \$36.35 \$38.17 \$40.08 \$42.08 \$2,769.60 \$2,908.00 \$3,053.60 \$3,206.40 \$43.00 ASSISTANT DIR - COM ACT DEPT \$LRY M 448 \$34.00 \$45.22 \$47.48 \$49.86 \$3,280.80 \$3,444.80 \$3,617.60 \$3,798.40 \$40.00 ASSISTANT DIR CHILD SUPPORT \$V \$1.00 ASSISTANT DIR OF FINANCE-AUDIT \$1.00 ASSISTANT DIR OF FINANCE \$1.00 ASSISTANT DIR OF FINAN						\$42,90	\$45.04	\$47,30	\$49,66	\$52.14	\$3,432.00	\$3,603,20	\$3,784,00	\$3,972,80	\$4,171.20
D075920 ASSISTANT ASSESSOR													\$3,458.40	\$3,631.20	\$3,812.80
2662000 ASSISTANT CLERK/RECORDER SLRY M 444 \$34.62 \$36.35 \$38.17 \$40.08 \$42.08 \$2,769.60 \$2,908.00 \$3,093.60 \$3,206.40 \$1378002 ASSISTANT DIR - COM ACT DEPT \$18Y M 478 \$41.01 \$43.06 \$45.22 \$47.48 \$49.86 \$3,280.80 \$3,444.80 \$3,617.60 \$3,798.40 \$1071000 ASSISTANT DIR CHILD SUPPORT SV \$1RY M 448 \$35.31 \$37.08 \$38.93 \$40.88 \$42.92 \$2,284.80 \$2,966.40 \$3,114.40 \$3,270.40 \$0066921 ASSISTANT DIR OF FINANCE-AUDIT \$1RY M 448 \$35.31 \$37.08 \$38.93 \$40.88 \$42.92 \$2,284.80 \$3,066.40 \$3,114.40 \$3,270.40 \$0066921 ASSISTANT DIR OF FINANCE-AUDIT \$1RY M 457 \$36.93 \$38.78 \$40.72 \$42.76 \$44.90 \$2,954.40 \$3,102.40 \$3,257.60 \$3,420.80 \$0066922 ASSISTANT DIR OF FINANCE-TREAS \$1RY M 457 \$36.93 \$38.78 \$40.72 \$42.76 \$44.90 \$2,954.40 \$3,102.40 \$3,257.60 \$3,420.80 \$0066922 ASSISTANT DIR OF FINANCE \$1RY M 469 \$39.21 \$41.17 \$43.23 \$45.39 \$47.66 \$3,136.80 \$3,293.60 \$3,458.40 \$3,631.20 \$1079922 ASSISTANT DIR OF FINANCE \$1RY M 469 \$39.21 \$41.17 \$43.23 \$45.39 \$47.66 \$3,168.80 \$3,293.60 \$3,458.40 \$3,631.20 \$1079922 ASSISTANT DIR OF FINANCE \$1RY M 469 \$39.21 \$41.17 \$43.23 \$45.39 \$47.66 \$3,166.80 \$3,768.00 \$3,768.00 \$3,768.00 \$3,768.00 \$3,768.00 \$3,776.80 \$4,735 \$49.71 \$52.20 \$54.81 \$3,607.20 \$3,788.00 \$3,976.80 \$4,760.00 \$3,776.00 \$3,7776.00 \$3,7776.00 \$3,7776.0									\$31.40	\$32,97	\$2,168,80	\$2,277.60	\$2,392.00	\$2,512.00	\$2,637.60
1378002 ASSISTANT DIR - COM ACT DEPT SLRY M 478 \$41.01 \$43.06 \$45.22 \$47.48 \$49.86 \$3,280.80 \$3,444.80 \$3,617.60 \$3,798.40 \$0171000 ASSISTANT DIR CHILD SUPPORT SV SLRY M 448 \$35.31 \$37.08 \$38.93 \$40.88 \$42.92 \$2,824.80 \$2,966.40 \$3,114.40 \$3,270.40 \$0066921 ASSISTANT DIR CHILD SUPPORT SV SLRY M 457 \$36.93 \$38.78 \$40.72 \$42.76 \$44.90 \$2,954.40 \$3,102.40 \$3,257.60 \$3,420.80 \$0066922 ASSISTANT DIR OF FINANCE-AUDIT SLRY M 457 \$36.93 \$38.78 \$40.72 \$42.76 \$44.90 \$2,954.40 \$3,102.40 \$3,257.60 \$3,420.80 \$0066922 ASSISTANT DIR CHILD SUPPORT SV M 457 \$36.93 \$38.78 \$40.72 \$42.76 \$44.90 \$2,954.40 \$3,102.40 \$3,257.60 \$3,420.80 \$0066922 ASSISTANT DIR CHILD SUPPORT SV M 469 \$39.21 \$41.17 \$43.23 \$45.39 \$47.66 \$3,135.80 \$3,293.60 \$3,458.40 \$3.631.20 \$0179922 ASSISTANT DISTRICT ATTORNEY SLRY M 497 \$45.09 \$47.35 \$49.71 \$52.20 \$54.81 \$3,607.20 \$3,788.00 \$3,976.80 \$4.176.00 \$12373925 ASSISTANT DISTRICT ATTORNEY SLRY M 363 \$23.11 \$24.27 \$25.48 \$26.75 \$28.09 \$1,848.80 \$1,941.60 \$2,038.40 \$2,140.00 \$2,09580 BOARD OF SUPERVISORS-MEMBER SLRY E 245 \$12.58 \$13.21 \$13.87 \$14.56 \$15.29 \$1,006.40 \$1,621.60 \$1,702.40 \$1,1787.20 \$20.9950 BOARD OF SUPERVISORS-MEMBER SLRY E 245 \$12.58 \$13.21 \$13.87 \$14.56 \$15.29 \$1,006.40 \$1,621.60 \$1,702.40 \$1,1787.20 \$20.913										\$42.08	\$2,769.60	\$2,908.00	\$3,053.60	\$3,206.40	\$3,366.40
0171000 ASSISTANT DIR CHILD SUPPORT SV SLRY M 488 \$35.31 \$37.08 \$38.93 \$40.88 \$42.92 \$2,824.80 \$2,966.40 \$3,114.40 \$3,270.40 \$0066921 ASSISTANT DIR OF FINANCE-AUDIT \$1RY M 457 \$36.93 \$38.78 \$40.72 \$42.76 \$44.90 \$2,954.40 \$3,102.40 \$3,257.60 \$3,420.80 \$0066922 ASSISTANT DIR OF FINANCE-TREAS \$1RY M 457 \$36.93 \$38.78 \$40.72 \$42.76 \$44.90 \$2,954.40 \$3,102.40 \$3,257.60 \$3,420.80 \$0066922 ASSISTANT DIR OF FINANCE-TREAS \$1RY M 457 \$36.93 \$38.78 \$40.72 \$42.76 \$44.90 \$2,954.40 \$3,102.40 \$3,257.60 \$3,420.80 \$0066922 ASSISTANT DIR OF FINANCE \$1RY M 459 \$39.21 \$41.17 \$43.23 \$45.39 \$47.66 \$3,136.80 \$3,293.60 \$3,458.40 \$3,631.20 \$1,0066922 ASSISTANT DIR CTOR OF FINANCE \$1RY M 459 \$39.21 \$41.17 \$43.23 \$45.39 \$47.66 \$3,136.80 \$3,293.60 \$3,458.40 \$3,631.20 \$1,006.90 \$1,0066922 ASSISTANT DISTRICT ATTORNEY \$1RY M 459 \$45.09 \$47.35 \$49.71 \$52.20 \$54.81 \$3,607.20 \$3,788.00 \$3,976.80 \$4,176.00 \$3,279.60 \$4,176.00 \$3,279.60 \$4,176.00 \$3,776.80 \$4,176.00 \$3,776.80 \$4,176.00 \$3,776.80 \$4,176.00 \$3,776.80 \$4,176.00 \$3,776.80 \$4,176.00 \$3,776.80 \$4,176.00 \$						\$34.62	\$36.35	\$38.17	\$40.08	\$42.08	\$2,769.60	\$2,908.00	\$3,053.60	\$3,206.40	\$3,366.40
ASSISTANT DIR OF FINANCE-AUDIT SLRY M 457 \$36.93 \$38.78 \$40.72 \$42.76 \$44.90 \$2.954.40 \$3,102.40 \$3,257.60 \$3,420.80											\$3,280.80	\$3,444.80	\$3,617.60	\$3,798.40	\$3,988,80
D066923 ASSISTANT DIR OF FINANCE-TREAS SLRY M 457 \$36.93 \$38.78 \$40.72 \$42.76 \$44.90 \$2.954.40 \$31.02.40 \$32.257.60 \$3.420.80						\$35.31	\$37.08	\$38.93	\$40.88	\$42.92	\$2,824.80	\$2,966.40	\$3,114.40	\$3,270.40	\$3,433.60
D066922 ASSISTANT DIRECTOR OF FINANCE SLRY M 469 \$39.21 \$41.17 \$43.23 \$45.39 \$47.66 \$3,136.80 \$3,293.60 \$3,458.40 \$3,631.20						\$36.93	\$38.78	\$40.72	\$42.76	\$44.90	\$2,954.40	\$3,102,40	\$3,257.60	\$3,420.80	\$3,592.00
ASSISTANT DISTRICT ATTORNEY SIRY M 497 \$45.09 \$47.35 \$49.71 \$52.20 \$54.81 \$3,607.20 \$3,788.00 \$3,976.80 \$4,176.00						\$36.93		\$40.72	\$42.76	\$44.90	\$2,954.40	\$3,102.40	\$3,257.60	\$3,420.80	\$3,592.00
3273925 ASSISTANT PUBLIC GUARDIAN SLRY M 363 \$23.11 \$24.27 \$25.48 \$26.75 \$28.09 \$1,848.80 \$1,941.60 \$2,038.40 \$2,140.00 \$131705 BAILIFF HRLY P 327 \$19.30 \$20.27 \$21.28 \$22.34 \$23.46 \$1,544.00 \$1,621.60 \$1,702.40 \$1,787.20 \$1,029950 BOARD OF SUPERVISORS-MEMBER SLRY E 245 \$12.58 \$13.21 \$13.87 \$14.56 \$15.29 \$1,006.40 \$1,056.80 \$1,109.60 \$1,164.80 \$1,722.40 \$1,000.00	-											\$3,293.60	\$3,458.40	\$3,631.20	\$3,812.80
S131705 BAILIFF HRLY P 327 \$19.30 \$20.27 \$21.28 \$22.34 \$23.46 \$1,521.60 \$1,702.40 \$1,787.20 0290950 BOARD OF SUPERVISORS-MEMBER SLRY E 245 \$12.58 \$13.21 \$13.87 \$14.56 \$15.29 \$1,006.40 \$1,056.80 \$1,109.60 \$1,764.80 3721215 BUILDING INSPECTOR HRLY G 357 \$22.44 \$23.56 \$24.75 \$25.98 \$27.27 \$1,795.20 \$1,884.80 \$1,980.00 \$2,078.40 6721215 BUILDING INSPECTOR HRLY G 327 \$19.30 \$20.27 \$21.28 \$22.34 \$23.46 \$1,595.20 \$1,884.80 \$1,980.00 \$2,078.40 6721215 BUILDING INSPECTOR HRLY G 327 \$19.30 \$20.27 \$21.28 \$22.34 \$23.46 \$1,544.00 \$1,621.60 \$1,702.40 \$1,787.20 1456000 BUSINESS SERVICES COORDINATOR SLRY M 369 \$23.81 \$25.00 \$26.25						\$45.09	\$47.35	\$49.71	\$52.20	\$54.81	\$3,607.20	\$3,788.00	\$3,976.80	\$4,176.00	\$4,384.80
0299950 BOARD OF SUPERVISORS-MEMBER SLRY E 245 \$12.58 \$13.21 \$13.87 \$14.56 \$15.29 \$1,056.80 \$1,109.60 \$1,164.80 3721215 BUILDING INSPECTOR HRLY G 357 \$22.44 \$23.56 \$24.75 \$25.98 \$27.27 \$1,795.20 \$1,884.80 \$1,980.00 \$2,078.40 6721215 BUILDING PERMIT TECHNICIAN HRLY G 327 \$19.30 \$20.27 \$21.28 \$22.34 \$23.46 \$1,544.00 \$1,621.60 \$1,702.40 \$1,787.20 1456000 BUSINESS SERVICES COORDINATOR SLRY M 369 \$23.81 \$25.00 \$26.25 \$27.57 \$28.95 \$1,904.80 \$2,000.00 \$2,100.00 \$2,205.60 9721486 CASHIER/GATE ENTRANCE WORKER HRLY G 262 \$13.97 \$14.68 \$15.41 \$16.19 \$1,717.60 \$1,174.40 \$1,232.80 \$1,295.20 2773925 CHIEF BUILDING OFFICIAL SLRY M 412 \$29.50 \$30.98 \$32.53 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$28.09</td> <td>\$1,848.80</td> <td>\$1,941.60</td> <td>\$2,038.40</td> <td>\$2,140.00</td> <td>\$2,247.20</td>										\$28.09	\$1,848.80	\$1,941.60	\$2,038.40	\$2,140.00	\$2,247.20
3721215 BUILDING INSPECTOR HRLY G 357 \$22.44 \$23.56 \$24.75 \$25.98 \$27.27 \$1,795.20 \$1,884.80 \$1,980.00 \$2,078.40 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$2,							\$20.27	\$21.28	\$22.34	\$23.46	\$1,544.00	\$1,621.60	\$1,702.40	\$1,787.20	\$1,876.80
6721215 BUILDING PERMIT TECHNICIAN HRLY G 327 \$19.30 \$20.27 \$21.28 \$22.34 \$23.46 \$1,544.00 \$1,621.60 \$1,702.40 \$1,787.20 \$1,456000 BUSINESS SERVICES COORDINATOR SLRY M 369 \$23.81 \$25.00 \$26.25 \$27.57 \$28.95 \$1,904.80 \$2,000.00 \$2,100.00 \$2,205.60 \$9721486 CASHIER/GATE ENTRANCE WORKER HRLY G 262 \$13.97 \$14.68 \$15.41 \$16.19 \$16.99 \$1,117.60 \$1,174.40 \$1,232.80 \$1,295.20 \$1,295.20 \$1,000						\$12.58	\$13.21	\$13.87	\$14.56	\$15.29	\$1,006.40	\$1,056.80	\$1,109.60	\$1,164.80	\$1,223.20
1456000 BUSINESS SERVICES COORDINATOR SLRY M 369 \$23.81 \$25.00 \$26.25 \$27.57 \$28.95 \$1,904.80 \$2,000.00 \$2,100.00 \$2,205.60 9721486 CASHIER/GATE ENTRANCE WORKER HRLY G 262 \$13.97 \$14.68 \$15.41 \$16.19 \$16.99 \$1,117.60 \$1,174.40 \$1,232.80 \$1,295.20 0776333 CHIEF BUILDING OFFICIAL SLRY M 412 \$29.50 \$30.98 \$32.53 \$34.15 \$35.85 \$2,360.00 \$2,478.40 \$2,602.40 \$2,732.00 22273925 CHIEF DEPUTY PUBLIC GUARDIAN SLRY M 398 \$27.51 \$28.89 \$30.33 \$31.85 \$33.45 \$2,200.80 \$2,478.40 \$2,462.40 \$2,732.00 3153936 CHIEF INVESTIGATOR HRLY D 495 \$44.65 \$46.88 \$49.23 \$51.68 \$54.20 \$3,750.40 \$3,938.40 \$4,134.40 0186980 CHIEF PROBATION OFF/JHALL SUP SLRY N 484 \$42.26 \$44.3						\$22.44	\$23.56	\$24.75	\$25.98	\$27.27	\$1,795.20	\$1,884.80	\$1,980.00	\$2,078.40	\$2,181.60
9721486 CASHIER/GATE ENTRANCE WORKER HRLY G 262 \$13.97 \$14.68 \$15.41 \$16.19 \$16.99 \$1.17.60 \$1,174.40 \$1,232.80 \$1,295.20 \$1,000			HRLY	G	327					\$23.46	\$1,544.00	\$1,621.60	\$1,702.40	\$1,787.20	\$1.876.80
0776333 CHIEF BUILDING OFFICIAL SLRY M 412 \$29.50 \$30.98 \$32.53 \$34.15 \$35.85 \$2,360.00 \$2,478.40 \$2,602.40 \$27.32.00 2273925 CHIEF DEPUTY PUBLIC GUARDIAN SLRY M 398 \$27.51 \$28.89 \$30.33 \$31.85 \$3.45 \$2,200.80 \$2,311.20 \$2,426.40 \$2,548.00 3153936 CHIEF INVESTIGATOR HRLY D 495 \$44.65 \$46.88 \$49.23 \$51.68 \$54.26 \$3,572.00 \$3,750.40 \$3,938.40 \$4,134.40 0186980 CHIEF PROBATION OFF/JHALL SUP SLRY N 484 \$42.26 \$44.37 \$46.59 \$48.92 \$51.37 \$3,380.80 \$3,749.60 \$3,727.20 \$3,913.60 6322221 CHILD CARE WORKER HRLY G 243 \$12.71 \$13.34 \$14.00 \$14.71 \$15.44 \$1,066.80 \$1,120.00 \$1,176.80	1456000	BUSINESS SERVICES COORDINATOR	SLRY	_M	369	\$23.81	\$25.00	\$26.25	\$27.57	\$28-95	\$1,904.80	\$2,000.00	\$2,100.00	\$2,205.60	\$2,316.00
2273925 CHIEF DEPUTY PUBLIC GUARDIAN SLRY M 398 \$27.51 \$28.89 \$30.33 \$31.85 \$33.45 \$2,200.80 \$2,311.20 \$2,426.40 \$2,548.00 3153936 CHIEF INVESTIGATOR HRLY D 495 \$44.65 \$46.88 \$49.23 \$51.68 \$54.26 \$3,572.00 \$3,750.40 \$3,938.40 \$4,134.40 0186980 CHIEF PROBATION OFF/JHALL SUP SLRY N 484 \$42.26 \$44.37 \$46.59 \$48.92 \$51.37 \$3,380.80 \$3,549.60 \$3,727.20 \$3,913.60 5322221 CHILD CARE WORKER HRLY G 243 \$12.71 \$13.34 \$14.00 \$14.71 \$15.44 \$1,066.80 \$1,120.00 \$1,120.00 \$1,176.80	9721486	CASHIER/GATE ENTRANCE WORKER	HRLY			\$13.97	\$14.68	\$15.41	\$16.19	\$16.99	\$1,117.60	\$1,174.40	\$1,232.80	\$1,295.20	\$1,359.20
3153936 CHIEF INVESTIGATOR HRLY D 495 \$44.65 \$46.88 \$49.23 \$51.68 \$54.26 \$3,572.00 \$3,750.40 \$3,938.40 \$4.134.40 0186980 CHIEF PROBATION OFF/JHALL SUP SLRY N 484 \$42.26 \$44.37 \$46.59 \$48.92 \$51.37 \$3,380.80 \$3,549.60 \$3,727.20 \$3,913.60 6322221 CHILD CARE WORKER HRLY G 243 \$12.71 \$13.34 \$14.00 \$14.71 \$15.44 \$1,016.80 \$1,067.20 \$1,120.00 \$1,176.80	0776333	CHIEF BUILDING OFFICIAL	SLRY	M	412	\$29.50	\$30.98	\$32.53	\$34.15	\$35.85	\$2,360.00	\$2,478.40	\$2,602.40	\$2,732.00	\$2,868.00
0186980 CHIEF PROBATION OFF/JHALL SUP SLRY N 484 \$42.26 \$44.37 \$46.59 \$48.92 \$51.37 \$3,380.80 \$3,727.20 \$3,913.60 5322221 CHILD CARE WORKER HRLY G 243 \$12.71 \$13.34 \$14.00 \$14.71 \$15.44 \$1,016.80 \$1,067.20 \$1,120.00 \$1,176.80	2273925	CHIEF DEPUTY PUBLIC GUARDIAN	SLRY	M	398	\$27.51	\$28.89	\$30.33	\$31.85	\$33.45	\$2,200.80	\$2,311.20	\$2,426.40	\$2,548.00	\$2,676.00
0186980 CHIEF PROBATION OFF/JHALL SUP SLRY N 484 \$42.26 \$44.37 \$46.59 \$48.92 \$51.37 \$3,380.80 \$3,549.60 \$3,727.20 \$3,913.60 5322221 CHILD CARE WORKER HRLY G 243 \$12.71 \$13.34 \$14.00 \$14.71 \$15.44 \$1,067.20 \$1,120.00 \$1,176.80	3153936	CHIEF INVESTIGATOR	HRLY	D	495	\$44.65	\$46.88	\$49.23	\$51.68	\$54.26	\$3,572.00	\$3,750.40	\$3,938.40	\$4,134.40	\$4,340.80
	0186980	CHIEF PROBATION OFF/JHALL SUP	SLRY	N	484	\$42.26	\$44.37	\$46.59	\$48.92	\$51.37	\$3,380.80	\$3,549.60		\$3,913.60	\$4,109.60
	6322221	CHILD CARE WORKER	HRLY	G	243	\$12.71	\$13.34	\$14.00	\$14.71	\$15.44	\$1,016.80	\$1,067.20	\$1,120.00	\$1,176.80	\$1,235.20
4289994 CHILD SUPPORT ATTORNEY SLRY N 458 \$37.12 \$38.97 \$40.92 \$42.97 \$45.12 \$2,969.60 \$3,117.60 \$3,273.60 \$3,437.60	4289994	CHILD SUPPORT ATTORNEY	SLRY	N	458	\$37.12	\$38.97	\$40.92	\$42.97	\$45.12	\$2,969.60				\$3,609.60
4244011 CHILD SUPPORT SPEC PROG COORD HRLY G 322 \$18.84 \$19.78 \$20.77 \$21.81 \$22.90 \$1,507.20 \$1,582.40 \$1,661.60 \$1,744.80	4244011	CHILD SUPPORT SPEC PROG COORD	HRLY	G	322	\$18.84	\$19.78	\$20.77	\$21.81	\$22.90	\$1,507.20	\$1,582.40	51,661.60	\$1.744.80	\$1,832.00



COUNTY OF GLENN

PERSONNEL DEPARTMENT

Linda Durrer Personnel Director 525 W. SYCAMORE STREET WILLOWS, CALIFORNIA 95988-2739

(530) 934-6451 — FAX (530) 934-6452 — TDD – "No Voice" (530) 934-6444 Website: www.countyofglenn.net E-Mail: gcpersonnel@countyofglenn.net

ELECTED DEPARTMENT HEAD SUMMARY OF BENEFITS

LONGEVITY: Any combined completed years of service for State of California, or

California Local (City or County) Government will be used to calculate the date of eligibility for longevity pay. After 12 full years of service the County shall provide a 6% differential above the base salary and

7% after 20 full years of service.

HEALTH PLAN: Glenn County contracts with PERS for medical insurance. The

Department Head has a choice of three PERS medical insurance plans; 1 HMO and 3 PPOs. The County pays a portion of the medical insurance premium based on the carrier and amount of the total

premium.

VISION PLAN: The County pays the Department Head's premium for a vision plan

with *Medical Eye Services (MES)*. The employee may enroll

dependents at the employee's expense.

DENTAL PLAN: The County pays the Department Head's premium for dental. The

Department Head is offered a choice of two voluntary dental

insurance plans; PrimeCare Dental Maintenance Plan and Guardian Dental Plan. The Department Head may enroll dependents at the

Department Head's expense.

DEFERRED The County offers three IRC § 457 voluntary Deferred Compensation

Plans (tax deferred long-term savings plans): Voya, Nationwide and

Edward Jones.

LIFE INSURANCE: The County pays the premium on a \$50,000 Term Life Insurance

policy for regular County Department Heads. The Department Head

pays the premium for optional life insurance.

RETIREMENT: The County is in the California Public Employees' Retirement System

(PERS) which is coordinated with Social Security.

COMPENSATION:



COUNTY OF GLENN

PERSONNEL DEPARTMENT

Linda Durrer

Personnel Director

525 W. SYCAMORE STREET
WILLOWS, CALIFORNIA 95988-2739
(530) 934-6451 — FAX (530) 934-6452 — TDD — "No Voice" (530) 934-6444
Website: www.countyofglenn.net E-Mail: gcpersonnel@countyofglenn.net

GLENN COUNTY MID-MANAGERS' ASSOCIATION

EMPLOYEE SUMMARY OF BENEFITS*

HOLIDAYS: 16 paid holidays per year. An employee must be employed the last working day before and the first

working day after the holiday in order to receive holiday compensation. Employees on leave

without pay shall not accrue holiday benefits.

VACATION: 88 hours (approximately 11 working days) per year during the first two years of service; 128 hours

(approximately 16 working days) per year during years 3 through 12; 168 hours (approximately 21 working days) per year during years 13 through 20; 208 hours (approximately 26 working days) per

year after 20 full years of service.

SICK LEAVE: 96 hours (approximately twelve working days) per year of paid sick leave.

LONGEVITY: Service is based on employment with Glenn County. The County shall provide a longevity

differential above the employee's base rate of pay for those employees represented by this unit as follows: after 10 full years of service 5%, after 15 full years of service 6%, after 20 full years of

service 7%, after 25 full years of service 8% and after 30 full years of service 9%.

BEREAVEMENT LEAVE: 40 hours with pay for each instance for immediate family members. Immediate family includes

spouse, children, step children, parents, stepparents, brothers, sisters, stepbrothers, stepsisters, grandparents, parents-in-law, stepparents-in-law, brothers-in-law, sisters-in-law, stepparents-in-law, stepsisters-in-law, grandparents-in-law or other person living in the employees' household.

HEALTH PLAN: Glenn County contracts with PERS for medical insurance. The employee has a choice of three PE

Glenn County contracts with PERS for medical insurance. The employee has a choice of three PERS medical insurance plans; 1 HMO and 3 PPOs. The County pays a portion of the medical insurance

premium based on the carrier and amount of the total premium.

VISION PLAN: The County pays the employee premium for a vision plan with Medical Eye Services (MES). The

employee may enroll dependents at the employee's expense.

DENTAL PLAN: GCMMA employees are offered a choice of two voluntary dental insurance plans; PrimeCare Dental

Maintenance Plan and Guardian Dental Plan. The County pays a portion of the employee's

premium; the remainder is paid through payroll deduction.

DEFERRED COMPENSATION: The County offers three IRC § 457 voluntary Deferred Compensation Plans (tax deferred long-term

savings plans): Voya, Nationwide and Edward Jones.

SHORT TERM DISABILITY: The County coordinates with Short Term Disability Insurance for regular employees.

LIFE INSURANCE: The County pays the premium on a \$50,000 Group Term Life Insurance policy for regular County

employees. The employee pays the premium for optional life insurance.

RETIREMENT: The County is in the *Public Employees' Retirement System (PERS)* which is coordinated with Social

Security. The employee is responsible for 100% of the employee's contribution to PERS (approx.

8%). Unused accrued sick leave can be converted to service credit at retirement.

SUPPLEMENTAL RETIREMENT GCMMA employees participate in the Laborers' International of North America (Industrial)

Pension Fund.

PREMIUM PAY: Premium pay such as shift differential and working-out-of-class pay may be paid depending upon

the employee's work assignment and class.

^{*} Benefits are listed for full-time employees; certain benefits are pro-rated for part-time employees. GCPERL 17 Rev. 7-1-20 EE



County of Siskiyou Salary Table

ADOPTED BY BOS JUNE 16, 2020

*Estimated hourly/bi-weekly - Please verify actuals with Personnel

ELECTIONS/BOARD CLERK II

Hourly or Bi-Weekly Amounts

JOB CLASSIFICATION	Range MOU	Unit	FLSA	Step 1	Cton 2	C4 2	C1 4	n				
DEPUTY COUNTY SURVEYOR	57 Prof	RG	EX	\$2,225,99	\$2,337.29	\$2,454,19	Step 4 \$2,576.87	Step 5 \$2,705.75	Step 6	Step 7	Step 8	Step 9
DEPUTY DIRECTOR OF BEHAV HEALTH DIVISION	72 Asst DH	UG	EX	\$3,137,55	\$3,294.42				. ,			
DEPUTY DIRECTOR OF BUILDING	67 Asst DH	UH	CO	\$34.71	\$36.45	\$38.26	\$40.18	****				
DEPUTY DIRECTOR OF EMERGENCY SERVICES	62 Asst DH	UG	EX	\$2,458.36	\$2,592.61	\$2,710.29	\$2,845.84	,	•			
DEPUTY DIRECTOR OF PUBLIC WORKS (ENGINEER)	70 Asst DH	UG	EX	\$2,988.15	\$3,137.55	\$3,294.42	\$3,459.12		*			
DEPUTY DIRECTOR OF SOCIAL SERVICES DIVISION	71 Asst DH	UG	EX	\$3,060,95	\$3,214.06	\$3,374.79	\$3,543.50		* - 7			
DEPUTY DIRECTOR OF ADMIN SERVICES	65 Asst DH	UG	EX	\$2,644.27	\$2,776.41	\$2,915.26	\$3,060.95					
DEPUTY DIRECTOR OF GENERAL SERVICES (ENGINEER)	70 Asst DH	UG	EX	\$2,988.15	\$3,137.55	\$3,294,42	\$3,459.12		1.50			
DEPUTY DIRECTOR OF GENERAL SERVICES (NON ENGINEER)	67 Asst DH	UG	EX	\$2,776.41	\$2,915.26	\$3,060.95	\$3,214.06		\$3,459.16			
DEPUTY DIRECTOR OF ROAD/BRIDGE SERVICES	67 Asst DH	UG	EX	\$2,776.41	\$2,915.26	\$3,060.95	\$3,214.06		\$3,459.16			
DEPUTY DIRECTOR PLANNING	68 Asst DH	UG	EX	\$2,845,84	\$2.988.15	\$3,137.55	\$3,294.42		\$3,545.59			
DEPUTY PROBATION OFFICER I	36 DPO/JC	PO	CO	\$19.11	\$20.08	\$21.08	\$22.13		\$23.83	\$24.41		
DEPUTY PROBATION OFFICER II	42 DPO/JC	PO	СО	\$21.80	\$22.90	\$24.05	\$25.25	*	\$27.18	\$27.83		
DEPUTY PUBLIC GUARDIAN/ASSISTANT PUBLIC ADMINISTRATOR	144 Prof	RO	со	\$22.08	\$23.19	\$24.35	\$25.56		\$27.54	Ψ27.00		
DEPUTY PUBLIC GUARD/CONS ASST	134 Misc.	IG	со	\$17.65	\$18.54	\$19,47	\$20.42		\$22.02			
DEPUTY PUBLIC GUARDIAN/CONSERVATOR	140 Prof	RO	co	\$20.32	\$21.35	\$22.41	\$23.53		\$25.34			
DEPUTY SHERIFF I	35 DSA	SG	co	\$20.36	\$21.37	\$22.45	\$23.56	\$24,75	\$25.36	\$25.74	\$26.11	\$2
DEPUTY SHERIFF II - ADVANCED	41 DSA	SG	co	\$24.07	\$25.29	\$26.56	\$27.89	\$29.28	\$30.01	\$30.43	\$30.89	
DEPUTY SHERIFF II - BASIC	39 DSA	SG	CO	\$22.26	\$23.38	\$24.56	\$25.78	\$27.08	\$27.76	\$28.14	\$28.56	
DEPUTY SHERIFF II - INTERMEDIATE	40 DSA	SG	CO	\$23.14	\$24.32	\$25.54	\$26.81	\$28,16	\$28.86	\$29.26	\$29.71	\$30
DIRECTOR OF BEHAVIORAL HEALTH DIVISION	79 Asst DH	UG	EX	\$3,729.57	\$3,916.05	\$4,111.85	\$4,317.44	\$4,533.31	\$4,646.64	\$4,762.81		
DIRECTOR OF CHILD SUPPORT SERVICES	67 Appt DH	DG	EX	\$2,815.29	\$2,956.04	\$3,103.85	\$3,259.06	\$3,422.00	\$3,507.52	\$3,593.13		
DIRECTOR OF COMMUNITY DEVELOPMENT AGENCY	179 Appt DH	DG	EX	\$4,297.74	\$4,297.74	\$4,297.74	\$4,297.74	\$4,297.74	\$4,297.74	\$4,297.74		
DIRECTOR OF COMPLIANCE, FISCAL & SUD SERVICES	77 Asst DH	UG	EX	\$3,549.86	\$3,727.35	\$3,913.72	\$4,109.40	\$4,314.87	\$4,422.74	\$4,533.31		
DIRECTOR OF HEALTH AND HUMAN SERVICES AGENCY	177 Appt DH	Contrac	t EX	\$5,481.81	\$5,481.81	\$5,481:81	\$5,481.81	\$5,481.81	\$5,481.81	\$5,192.31		
DIRECTOR OF PUBLIC HEALTH	80 Appt DH	DG	EX	\$3,867.14	\$4,060.50	\$4,263.50	\$4,476.77	\$4,700.01	\$4,817.94	\$4,935.02		
DIRECTOR OF PUBLIC HEALTH DIVISION	77 Asst DH	UG	EX	\$3,549.86	\$3,727.35	\$3,913.72	\$4,109.40	\$4,314.87	\$4,422.74	\$4,533.31		
DIRECTOR OF PUBLIC WORKS	178 Appt DH	DG	EX	\$4,998.18	\$4,998.18	\$4,998.18	\$4,948.70	\$4,998.18	\$4,998.18	\$4,998.18		
DIRECTOR OF SOCIAL SERVICES DIVISION	77 Asst DH	UG	EX	\$3,549.86	\$3,727.35	\$3,913.72	\$4,109.40	\$4,314.87	\$4,422.74	\$4,533.31		
DISTRICT ATTORNEY	178 Elected DH	DE	EX	\$5,369.88	\$5,369.88	\$5,369.88	\$5,369.88	\$5,369.88				
DISTRICT ATTORNEY ADMINISTRATOR	154 Asst DH	UG	EX	\$2,143.81	\$2,251.06	\$2,363.58	\$2,481.74	\$2,605.85	\$2,671.00	\$2,736.15		
RIVER	24 Misc.	IG	СО	\$12.68	\$13.33	\$13.97	\$14.69	\$15.41	\$15.82			
DRUG COURT ASST	30 Misc.	IG	CO	\$14.69	\$15.41	\$16.22	\$17.01	\$17.86	\$18.31			
LDER ABUSE ADVOCATE	37 Misc.	IG	CO	\$17.42	\$18.28	\$19.21	\$20.18	\$21.17	\$21.71			
LECTIONS MANAGER	41 Mgmt.	MG	EX	\$1,529.06	\$1,605.49	\$1,685.82	\$1,770.11	\$1,858.61	\$1,905.08			
ELECTIONS/BOARD CLERK I	29 Misc.	IG	co	\$14.33	\$15.03	\$15.79	\$16.59	\$17,42	\$17,86			
	22				1 65			- 04	- (77			

32 Misc.

IG CO

\$15.41

\$16.22

\$17.01 \$17.86

\$18.74

\$19.21

County of Siskiyou Salary Table

ADOPTED BY BOS JUNE 16, 2020

*Estimated hourly/bi-weekly - Please verify actuals with Personnel

Hourly or Bi-Weekly Amounts

Legend: MOU= Employee Bargaining Unit; Unit= Code for Bargaining Unit; FL	-SA-CO=Non-Exempt, EX	=Exempt										
JOB CLASSIFICATION	Range MOU	Unit	FLSA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
ASST COUNTY COUNSEL	191 Asst DH	UG	EX	\$5,407.87	\$5,678.26	\$5,962.18	\$6,260.29	\$6,573.30	\$6,737.64	\$6,906.07		
ASST DIR OF PERS HEALTH SERVICES	54 Prof	RG	EX	\$2,069.51	\$2,173.01	\$2,281.64	\$2,395.72	\$2,120.32	\$2,578.40			
ASST DIRECTOR/CHIEF ATTORNEY	176 Asst DH	UG	EX	\$3,671.07	\$3,854.63	\$4,047.35	\$4,249.72	\$4,462.21	\$4,573,76	\$4,688.10		
ASST DISTRICT ATTORNEY	176 Asst DH	UG	EX	\$3,671.07	\$3,854.63	\$4,047.35	\$4,249.72	\$4,462.21	\$4,573.76	\$4,688.10		
ASST PLANNER	42 Misc.	IG	CO	\$19,59	\$20,58	\$21.62	\$22.70	\$23.81	\$24,41			
ASST PUBLIC ADMINISTRATOR	34 Misc.	IG	CO	\$16.22	\$17.01	\$17.86	\$18_74	\$19.69	\$20.19			
ASST PUBLIC DEFENDER	176 Asst DH	UG	EX	\$3,671.07	\$3,854.63	\$4,047,35	\$4,249.72	\$4,462.21	\$4,573.76	\$4,688.10		
ASST ROAD MAINTENANCE SUPERVISOR	43 Tradecraft	TO	CO	\$24.05	\$25.27	\$26.54	\$27.87	\$29.25	\$29.99			
ASST STORES MANAGER	32 Tradecraft	TO	CO	\$18.79	\$19.72	\$20.69	\$21.76	\$22.78	\$23.35			
ASST TREASURER/TAX COLLECTOR	59 Asst DH	UG	EX	\$2,284.17	\$2,398.40	\$2,518.30	\$2,644.27	\$2,776.41	\$2,845.82	\$2,915.22		
ATTORNEY I	56 Prof	RG	EX	\$2,173.01	\$2,281.64	\$2,395.72	\$2,515.50	\$2,641.28	\$2,707.31			
ATTORNEY II	62 Prof	RG	EX	\$2,515.50	\$2,641.28	\$2,773,36	\$2,912.06	\$3,057.67	\$3,134.10			
ATTORNEY III	68 Prof	RG	EX	\$2,912,05	\$3,057.67	\$3,210.55	\$3,371.03	\$3,539.58	\$3,628.07			
ATTORNEY III-CONFIDENTIAL	64 Confidential	CO	EX	\$2,637.03	\$2,765.39	\$2,900.18	\$3,045.46	\$3,197.44	\$3,277.38	\$3,357.32		
ATTORNEY IV	75 Prof	RG	EX	\$3,453.27	\$3,625.94	\$3,807.26	\$3,997.59	\$4,197,44	\$4,302.38			
ATTORNEY IV-CONFIDENTIAL	75 Confidential	CO	ΕX	\$3,566.66	\$3,740.77	\$3,923.46	\$4,115.46	\$4,317.02	\$4,424.95	\$4,532.87		
AUDITOR/APPRAISER	42 Prof	RG	ĒΧ	\$1,567.28	\$1,645.65	\$1,727.94	\$1,814.33	\$1,905.06	\$1,952.69			
AUDITOR/CONTROLLER	163 Elected DH	DE	EX	\$4,276.35	\$4,276.35	\$4,276.35	\$4,276.35	\$4,276.35				
AUTOMOTIVE MECHANIC	34 Tradecraft	ТО	CO	\$19.63	\$20.59	\$21.66	\$22.68	\$23.87	\$24.45			
AUTOMOTIVE SERVICE MANAGER	40 Tradecraft	ТО	CO	\$22.33	\$23.51	\$24.68	\$25.90	\$27,20	\$27.88			
BEHAV HEALTH B.I.S. SUPERVISOR	55 Mgmt	MG	EX	\$2,120.03	\$2,225.99	\$2,337.29	\$2,454.19	\$2,576.87	\$2,641.29			
BEHAV HEALTH CLINICIAN I (Enrolled in Graduate Program) (un licensed))	42 Misc.	IG	CO	\$19.59	\$20.58	\$21.62	\$22.70	\$23,81	\$24.41			
BEHAV HEALTH CLINICIAN II (Associate License - Graduate Degree)	53 Prof	RG	EX	\$2,019.04	\$2,120.03	\$2,225.99	\$2,337.29	\$2,454.19	\$2,515.56			
BEHAV HEALTH CLINICIAN III (Licensed)	57 Prof	RG	EX	\$2,225.99	\$2,337.29	\$2,454.19	\$2,576.87	\$2,705.75	\$2,773.39			
BEHAV HEALTH CLINICIAN IV	59 Prof	RG	EX	\$2,337.29	\$2,454.19	\$2,576.87	\$2,705.75	\$2,841.02	\$2,912.05			
BEHAV HEALTH CLINICAL SERVICES SUPERVISOR	65 Prof	RG	EX	\$2,705.75	\$2,841.02	\$2,983.08	\$3,132.19	\$3,288.83	\$3,371.05			
BEHAV HEALTH CRISIS WORKER I	44 Misc.	IG	CO	\$20.58	\$21.62	\$22.70	\$23.81	\$25.00	\$25.62			
BEHAV HEALTH CRISIS WORKER II	49 Misc.	IG	CO	\$22.88	\$24.02	\$25.24	\$26.51	\$27.82	\$28,52			
BEHAV HEALTH NURSE I/PSYCH TECH	52 Prof - Hrly	RO	CO	\$24.64	\$25.87	\$27.17	\$28,52	\$29.95	\$30.70			
BEHAV HEALTH NURSE II	59 Prof - Hrly	RO	CO	\$29.21	\$30.68	\$32.21	\$33.83	\$35.52	\$36.40			
EHAV HEALTH NURSE PRACTIONER	54 Prof	RG	EX	\$2,069.51	\$2,173.01	\$2,281.64	\$2,395.72	\$2,120.32	\$2,578.40			
BEHAV HEALTH PEER SPECIALIST	32 Misc.	IG	CO	\$15.41	\$16.22	\$17.01	\$17.86	\$18.74	\$19.21			
BEHAV HEALTH QUALITY ASSURANCE MANAGER	67 Prof	RG	EX	\$2,841.02	\$2,983.08	\$3,132.19	\$3,288,83	\$3,453.27	\$1,150.37			
BEHAV HEALTH SERVICES ADMIN	51 Mgmt.	MG	EX	\$1,922.90	\$2,019.04	\$2,120.03	\$2,225.99	\$2,337.29	\$2,395.72			
EHAV HEALTH SVCS ASSISTANT	24 Misc	IG	co	\$12.68	\$13.33	\$13.97	\$14.69	\$15.41	\$15.82			
EHAV HEALTH SPECIALIST I	36 Misc.	IG	CO	\$17.01	\$17.86	\$18.74	\$19.69	\$20.67	\$21.19			
BEHAV HEALTH SPECIALIST II	42 Misc	IG	co	\$19.59	\$20.58	\$21,62	\$22.70	\$23.81	\$24.41			

RESOLUTION OF THE SISKIYOU COUNTY BOARD OF SUPERVISORS REGARDING CERTAIN TERMS AND CONDITIONS OF EMPLOYMENT FOR COUNTY ELECTED DEPARTMENT HEADS

May 15, 2018 through May 15, 2020

WHEREAS, the County is desirous of setting forth its understanding concerning salary increases and certain terms and conditions of employment for the Siskiyou County Elected Department Heads (Elected Department Heads) classifications.

NOW, THEREFORE, BE IT RESOLVED

1. COMPENSATION

a. Elected Department Heads will receive the following cost of living adjustments:

Elected Official	May 6, 2018	
Clerk	7.5%	Ξ
Treasurer	6.83%	
Assessor/Recorder	5.5%	
Auditor	7.16%	
Sheriff	4.16%	-
District Attorney	6.5%	

Elected Official	May 5, 2019	
Clerk	7%	
Treasurer	6.34%	
Assessor/Recorder	5%	
Auditor	6.68%	
Sheriff	3.68%	
District Attorney	6%	

b. County agrees to attempt to maintain a spread of fifteen (15%) percent, between the Assistant Department Head and Elected Department Head. Elected Department Heads to bring this issue forward in open session when compaction occurs.

2. CALPERS MEMBER CONTRIBUTION

Effective May 7, 2017, the County shall contribute 50% (3.5% Miscellaneous and 4.5% Safety) of the member contribution, as an Employer Paid Member Contribution (EPMC) and report it as Special compensation, pursuant to Gov. Code §20636(c)(4) for all members of this unit (excluding new members (due to PEPRA). Elected Department Heads to contribute one half (50%) of the member contribution to CALPERS retirement (3.5%) on a pre-tax basis (Safety Members 4.5%). This shall only apply to Elected Department Heads hired before January 1, 2013 ("Classic" Members).

SISKIYOU COUNTY RESOLUTION No. 18-66



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ORDINANCE ESTABLISHING THE SALARIES AND COMPENSATION OF CERTAIN ELECTED OFFICIALS OF THE COUNTY OF TEHAMA

THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA DOES HEREBY ORDAIN AS FOLLOWS:

<u>SECTION 1</u>: All prior ordinances setting the compensation for the Elected Officials enumerated herein are hereby repealed.

<u>SECTION 2:</u> The following Elected Officials shall be compensated at an annual flat rate salary (base salary) in the amount indicated effective on the dates as shown below:

ELECTED OFFICIAL	Effective	Effective	Effective
	4/16/2016	1/1/2017	1/1/2018
Assessor	110,050	112,251	114,496
Auditor-Controller	112,797	115,053	117,354
Clerk & Recorder	99,823	101,820	103,856
District Attorney	137,115	139,858	142,655
Sheriff/Coroner	130,040	132,640	135,293
Treasurer/Tax Collector	114,810	117,106	119,044*

^{*}The base salary for the Treasurer-Tax Collector position deemed vested for purposes of California Constitution, article I, § 9 and U.S. Constitution, art. I, § 10 shall include the scheduled automatic \$10,000 decrease effective 1/1/19.

<u>SECTION 3:</u> A department head allowance shall be added to the salaries of the Elected Officials listed above in the sum of \$100.00 per month.

<u>SECTION 4:</u> As the duties of the Elected Officials listed above require the use of a cellular telephone in the course of conducting County business, County agrees to provide the Elected Officials with a cellular telephone allowance of \$60.00 per month to cover all costs of related equipment and service. This reimbursement is not considered part of salary and is, therefore, not included in Public Employees Retirement System calculations for Elected Officials and shall not be prorated.

SECTION 5:

(a) The Elected Officials listed above shall pay the entire required California Public Employees' Retirement System (CalPERS) member contribution, and the

County will not pay any part of the required member contribution on behalf of those Elected Officials.

(b) Additionally, County shall pay one-hundred (100) percent of the required employer contribution to CalPERS.

SECTION 6: County shall contribute 2% of the salary for each Elected Official listed above, as set forth in Section 2, for and on behalf of that Elected Official into the County's Section 457 Deferred Compensation Plan. In addition, such Elected Officials may contribute into the County's Section 457 Deferred Compensation Plan insofar as the combined contributions of County and the Elected Officials do not exceed the maximum allowable by law.

<u>SECTION 7:</u> The compensation specified in this ordinance shall be paid for the entire pay period during which this ordinance becomes effective and for all pay periods thereafter.

<u>SECTION 8:</u> This ordinance shall take effect thirty (30) days from adoption and prior to the expiration of fifteen (15) days from adoption thereof shall be published for at least one time in the Red Bluff Daily News, a newspaper of general circulation in Tehama County.

Chairperson of the Board of Supervisors

AYES: Carlson, Garton, Chamblin, Williams and Bundy

NOES: None

ABSENT OR NOT VOTING: None

ATTEST:

Jennifer Vise, County Clerk and Ex-officio Clerk of the Board of Supervisors of the County of Tehama,

State of California

Deputy



Betty T. Yee, California State Controller

Employee Detail

District Attorney

Employer: Lassen County (https://publicpay.ca.gov/Reports/Counties/County.aspx?entityid=18&year=2019)

Department: District Attorney (https://publicpay.ca.gov/Reports/Department.aspx?

departmentid=608&year=2019)

Year: 2019

This employee served as an elected official.

Report: Summary

Regular Pay \$137,926 Overtime Pay \$0 Lump-Sum Pay \$0 Other Pay \$0 Total Wages \$137,926 \$124,946 - \$156,183

Regular Pay Range for Position

Defined Benefit Plan Contribution \$11,994

Employee's Retirement Cost Covered \$0

Deferred Compensation \$8,208

Health/Dental/Vision Contribution \$660

Total Retirement & Health Contribution \$20,862

2%@62

Applicable Defined Benefit Pension Formula

This county does not include payments toward the unfunded liability of the employer sponsored retirement plan.

For more information visit this employer's website (http://www.co.lassen.ca.us)Last Updated: 6/30/2020

REGULAR AGENDA REQUEST Print

MEETING DATE	October 6, 2020		
	nmunity Development Departme	nt	
TIME REQUIRED	15 minutes	PERSONS	April Sall
SUBJECT	Proposed Ordinance Adding Chapter 5.70 to the Mono County Code Prohibiting Industrial Hemp Cultivation within the Unincorporated Area of the County	APPEARING BEFORE THE BOARD	April Gali
	AGENDA DI	ESCRIPTION:	
(A	brief general description of what the Bo	oard will hear, discuss	, consider, or act upon)
Proposed ordinar	nce adding Chapter 5.70 to the Mono C unincorporated a	ounty Code prohibitin rea of Mono County.	g industrial hemp cultivation within the
RECOMMENDE	ED ACTION:		
County Code Pertaini	and waive further reading of proposed on the Local Regulation and Permitting to the Local Regulation and Permitting to the Local Regulation to staff.		, Adding Chapter 5.70 to the Mono Operations within the Unincorporated
FISCAL IMPAC	T:		
CONTACT NAM PHONE/EMAIL:	1E: April Sall 760-932-5423 / asall@mono.ca.gov		
SEND COPIES asall@mono.ca.gov	TO:		
MINUTE ORDE	R REQUESTED:		
ATTACHMENT	S:		
Click to download			
□ <u>Staff Report</u>			
□ Ordinance			

Time	Who	Approval
10/1/2020 10:55 AM	County Administrative Office	Yes
9/29/2020 1:17 PM	County Counsel	Yes
9/30/2020 4:48 PM	Finance	Yes

Mono County Community Development Department

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

Planning Division

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

October 6, 2020

To: Honorable Mono County Board of Supervisors

From: April Sall, Planning Analyst

Re: Proposed Ordinance Adding Chapter 5.70 to the Mono County Code Prohibiting Industrial

Hemp Cultivation

RECOMMENDATION

Introduce, read title, and waive further reading of proposed ordinance No. ORD20-___, Adding Chapter 5.70 to the Mono County Code Pertaining to the Local Regulation and Permitting of Industrial Hemp Operations within the Unincorporated Area of the County. Provide any desired direction to staff.

FISCAL IMPACT

None.

BACKGROUND

In November 2019, the Mono County Board of Supervisors held a workshop on industrial hemp cultivation and adopted an ordinance enacting a temporary moratorium to allow time for the state regulatory environment to stabilize and the County to develop a local regulatory program. The moratorium expires on November 5, 2020.

At the July 7, 2020, meeting, the Board of Supervisors held a workshop on industrial hemp to consider potential regulatory framework options for Mono County. There are challenges regarding hemp because of its similarity to cannabis, the controversy of cannabis in parts of the County, and the instability of and lack of permanent regulations in California. Therefore, the Board decided to prohibit the cultivation of industrial hemp until more information could be presented about permanent regulations and economic viability of the crop. For background information on industrial hemp cultivation, please see the July staff report.

DISCUSSION

The purpose of the ordinance is to add Chapter 5.70 to the Mono County Code prohibiting the cultivation of industrial hemp within the unincorporated area of the County. Pursuant to Government Code section 25124, the ordinance will become effective 30 days from the date of adoption.

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

ATTACHMENTS:

Proposed Ordinance



ORDINANCE NO. ORD20-__

AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS ADDING CHAPTER 5.70 TO THE MONO COUNTY CODE PERTAINING TO THE LOCAL REGULATION AND PERMITTING OF INDUSTRIAL HEMP OPERATIONS WITHIN THE UNINCORPORATED AREA OF THE COUNTY

WHEREAS, the Agricultural Improvement Act of 2018 (the 2018 Farm Bill) effectively legalized industrial hemp cultivation at the federal level by removing it from the Controlled Substances Act; placed regulatory authority with the United States Department of Agriculture (USDA); and allowed state departments of agriculture to develop hemp program plans and regulate hemp cultivation per their state specific programs; and

WHEREAS, the State of California legalized the cultivation of industrial hemp in the California Industrial Hemp and Farming Act in 2013 (Senate Bill 566) without adopting regulations or a permitting framework, and Senate Bills 1409 (2018) and 153 (2019) further amended the California Food and Agriculture Code to add program requirements and align the state hemp program with federal law; and

WHEREAS, the Mono County Board of Supervisors (the Board) held a workshop in 2019 during which it discussed potential regulatory frameworks for industrial hemp cultivation in the unincorporated area of the County; the challenges posed by its similarities to commercial cannabis (e.g., odor, security, public safety, etc.); and concerns over cross-pollination; and

WHEREAS, in 2019, the Board adopted a moratorium temporarily prohibiting industrial hemp cultivation within the unincorporated area of the County through November 5, 2020, to conduct public outreach to local communities and provide time for the State to adopt permanent regulations; and

WHEREAS, the Mono County Community Development Department conducted four public meetings through the Regional Planning Advisory Committees (RPACs), including Antelope Valley RPAC, Bridgeport Valley RPAC, Mono Basin RPAC and June Lake Citizens Advisory Committee, to receive community feedback and hear concerns throughout the County on potential land use regulations and regulatory frameworks; and

WHEREAS, the Board held a second workshop in 2020 on industrial hemp cultivation to consider community feedback and regulatory framework options and, given the community concerns, lack of permanent State regulations, and uncertainties of economic demand and benefits, decided to prohibit industrial hemp cultivation within the unincorporated area of the County.

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

SECTION 1: Chapter 5.70 is hereby added to the Mono County Code, to read as follows:

Chapter 5.70 INDUSTRIAL HEMP

Sections:

5.70.010 Purpose. 5.70.020 Definitions. 5.70.030 Prohibition.

5.70.010 Purpose.

The purpose of this Ordinance is to establish local regulations and permitting processes for Industrial Hemp operations within the unincorporated area of Mono County.

5.70.020 Definitions.

Industrial Hemp is defined as a fiber or oilseed crop, or both, that is limited to types of the plant Cannabis sativa L. having no more than three-tenths of 1 percent (.3%) tetrahydrocannabinol (THC) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin produced therefrom.

5.70.030 Prohibition.

The cultivation of Industrial Hemp within the unincorporated area of Mono County is strictly prohibited.

SECTION II

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly).

SECTION III

Effective Date. This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance in the manner prescribed by Government Code section 25124 no later than 15 days after the date of its adoption and final

1	passage. If the Clerk fails to so publish this ordinance w	ithin the 15-day period, th	en the
2	ordinance shall not take effect until 30 days after the date		
3 4	PASSED, APPROVED and ADOPTED this by the following vote, to wit:	day of	, 2020,
5	AYES:		
6	NOES: ABSENT:		
7	ABSTAIN:		
8			
9		Stacy Corless, Chair Mono County Board o	f Supervisors
10	ATTEST:	APPROVED AS TO F	FORM:
11			
12	Clerk of the Board	County Counsel	
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REGULAR AGENDA REQUEST

■ Print

MEETING DATE October 6, 2020 **Departments: Board of Supervisors**

TIME REQUIRED 5 minutes **PERSONS APPEARING SUBJECT** 2020/2021 California State **BEFORE THE** Association of Counties (CSAC) **BOARD**

Nominations

AGENDA DESCRIPTION:

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

Nomination of a member and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for 2020/2021. Appointment of individuals nominated by the Board is made by the CSAC Executive Committee and appointments are for one year.

RECOMMENDED ACTION:

Nominate a member of the Board of Supervisors to serve on the CSAC Board of Directors for the 2020/2021 Association ember 12, 2020: also

ATTACHMENTS:
MINUTE ORDER REQUESTED: ☐ YES ☑ NO
SEND COPIES TO:
CONTACT NAME: Queenie Barnard PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov
FISCAL IMPACT: None.
year beginning on November 12, 2020; also, nominate an alternate member.

History

Click to download Selection Memo Roster 2019-2020 Nomination Form

Who Time **Approval**

10/1/2020 10:55 AM	County Administrative Office	Yes
9/29/2020 11:20 AM	County Counsel	Yes
9/30/2020 3:28 PM	Finance	Yes

California State Association of Counties®



OFFICERS

President

Lisa A. Bartlett Orange County

1st Vice President

James Gore Sonoma County

2nd Vice President

Ed Valenzuela Siskiyou County

Past President

Virginia Bass Humboldt County

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EXECUTIVE DIRECTOR

Graham Knaus

September 15, 2020

TO: Chairs, Boards of Supervisors

FROM: Graham Knaus, Executive Director

SUBJECT: Nomination and Selection of CSAC Board of Directors Members

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the Executive Committee to a one-year term commencing with the first day of the CSAC Annual Conference. The 2020 CSAC conference will begin on Thursday, November 12, 2020. Any member of your Board of Supervisors is eligible for the directorship.

Each year, the new CSAC Board of Directors holds its first official meeting at the Association's annual conference. Thus, it is important that your county appoints a representative to participate at the first meeting on <u>Thursday</u>, <u>November 19</u>, <u>2020</u>. Enclosed is a list of current Board of Directors, along with a form for your county to notify us of your Board's nomination.

Please note that if we do not receive your 2020-2021 nomination, your current Board representative will continue to serve on our Board of Directors. It is important to note that counties have the ability to change Board representatives and/or alternates at any point throughout the year subject to final appointment by the CSAC Executive Committee.

The new Board of Directors will meet during the annual conference, first by caucus (urban, suburban, and rural) to nominate CSAC Officers and Executive Committee members, and again as a full Board to elect the 2020-2021 Executive Committee and to conduct other Association business. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Korina Jones at (916) 327-7500 x 508 or by email at kjones@counties.org.

Enclosures

cc: 2020 Board of Directors Clerks, Board of Supervisors

CALIFORNIA STATE ASSOCIATION OF COUNTIES

Board of Directors 2019-2020

SECTION	President:	Lisa Bartlett, Orange
U=Urban	First Vice President:	James Gore, Sonoma
S=Suburban	Second Vice President:	Ed Valenzuela, Siskiyou
R=Rural	Immediate Past President:	Virginia Bass, Humboldt

SECTION	COUNTY	DIRECTOR
U	Alameda County	Keith Carson
R	Alpine County	Terry Woodrow
R	Amador County	Richard Forster
S	Butte County	Debra Lucero
R	Calaveras County	Merita Callaway
R	Colusa County	Denise Carter
U	Contra Costa County	John Gioia
R	Del Norte County	Chris Howard
R	El Dorado County	John Hidahl
U	Fresno County	Buddy Mendes
R	Glenn County	Keith Corum
R	Humboldt County	Estelle Fennell
S	Imperial County	Raymond Castillo
R	Inyo County	Jeff Griffiths
S	Kern County	Zack Scrivner
R	Kings County	Craig Pedersen
R	Lake County	Bruno Sabatier
R	Lassen County	Chris Gallagher
U	Los Angeles County	Mark Ridley-Thomas
R	Madera County	David Rogers
S	Marin County	Damon Connolly
R	Mariposa County	Miles Menetrey
R	Mendocino County	Carre Brown
S	Merced County	Lee Lor
R	Modoc County	Patricia Cullins
R	Mono County	John Peters
S	Monterey County	Luis Alejo
S	Napa County	Diane Dillon
R	Nevada County	Ed Scofield

U	Orange County	Lisa Bartlett
S	Placer County	Bonnie Gore
R	Plumas County	Lori Simpson
U	Riverside County	Chuck Washington
U	Sacramento County	Susan Peters
R	San Benito County	Jim Gillio
U	San Bernardino County	Janice Rutherford
U	San Diego County	Greg Cox
U	San Francisco City & County	TBA
U	San Joaquin County	Bob Elliott
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	Carole Groom
S	Santa Barbara County	Das Williams
U	Santa Clara County	Susan Ellenberg
S	Santa Cruz County	Bruce McPherson
S	Shasta County	Leonard Moty
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Erin Hannigan
S	Sonoma County	David Rabbitt
S	Stanislaus County	Vito Chiesa
R	Sutter County	Dan Flores
R	Tehama County	Robert Williams
R	Trinity County	Judy Morris
S	Tulare County	Amy Shuklian
R	Tuolumne County	Karl Rodefer
U	Ventura County	Kelly Long
S	Yolo County	Jim Provenza
R	Yuba County	Gary Bradford
. `	rada county	Gary Bradioid

ADVISORS

Bruce Goldstein, County Counsels Association, Past President, Sonoma County Carmel Angelo, California Association of County Executives, President, Mendocino County



California State Association of Counties 1100 K Street, Suite 101 Sacramento, CA 95814 Phone (916) 327-7500 Facsimile (916) 321-5047

NOMINATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2020 – 2021

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2020 – 2021 Association year beginning Thursday, November 12, 2020.

County Name:	
Director:	
Alternate(s):	
Name of individual com	pleting form:
Does the Board of Direc	tors member plan to attend the CSAC Annual Conference:
Yes:	No:

PLEASE RETURN TO:

Korina Jones California State Association of Counties 1100 K Street, Suite 101 Sacramento, CA 95814

Email: kjones@counties.org



REGULAR AGENDA REQUEST

☐ Print

WIEETING DATE October 6,	2020
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TIME REQUIRED

SUBJECT

Closed Session - Existing Litigation

APPEARING
BEFORE THE
BOARD

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mineral County et al v. Lyon County et al. (NV Supreme Court Case No. 75917).

RECOMMENDED	ACTION:		
FISCAL IMPACT:			
CONTACT NAME: PHONE/EMAIL: /			
SEND COPIES TO):		
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REGULAR AGENDA REQUEST

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MEETING DATE October 6, 2020

Departments: County Counsel's Office, Public Works Department

TIME REQUIRED 1 hour PERSONS Jason Canger, Tony Dublino

SUBJECT Presentation and Discussion of

Options in Response to Water Management Decisions/Activities on

Mill and Wilson Creeks

APPEARING BEFORE THE

BOARD

AGENDA DESCRIPTION:

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

Staff presentation, public comment, and discussion of possible options on water management activities on Mill and Wilson Creeks.

RECOMMENDED ACTION:

- 1) Receive staff presentation and public comment on recent impacts to Wilson Creek due to water management decisions and activities in the North Mono Basin;
- 2) Discuss potential options to address impacts identified by staff, stakeholders, and the public; and
- 3) Provide any desired direction to staff.

FISCAL IMPACT:

None at this time. Potential future impacts depending on Board direction.

CONTACT NAME: Jason Canger

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Staff Report

History

Time Who Approval

10/1/2020 12:41 PM	County Administrative Office	Yes
10/1/2020 2:10 PM	County Counsel	Yes
9/30/2020 4:22 PM	Finance	Yes

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Jason Canger

Counsels

TO: Mono County Board of Supervisors

FROM: Jason Canger, Deputy County Counsel

DATE: October 6, 2020

RE: Presentation and Discussion of Options in Response to Water Management

Decisions/Activities on Mill and Wilson Creeks

RECOMMENDED ACTIONS

- (1) Receive staff presentation and public comment on recent impacts to Wilson Creek due to water management decisions and activities in the North Mono Basin;
- (2) Discuss potential options to address impacts identified by staff, stakeholders, and the public; and
- (3) Provide any desired direction to staff.

FISCAL IMPACT

None at this time. Potential future impacts depending on Board direction.

DISCUSSION

A. <u>BACKGROUND</u>. The lower stretches of Wilson Creek, specifically those parts of the creek located down stream of Conway Ranch, continue to be affected by low flows and the unavailability of water resulting in impacts to fisheries and riparian habitat. Staff understands that changes to water flows and the unavailability of water in these stretches of Wilson Creek are the result of several factors including, but not limited to, the management decisions by Mill Creek water right holders other than the County, annual variations in precipitation and snowpack, and the loss of water due to the composition of the bed of different stretches of Wilson Creek. In addition to impacts to the fisheries and riparian habitat of the lower stretches of Wilson Creek, this year (2020) the DeChambeau Ponds owned and managed by the U.S. Forest Service (USFS) have also been impacted by water unavailability.

Since learning of the impacts to lower Wilson Creek, the Board of Supervisors has held at least two formal meetings on the matter, received several comments from interested stakeholders and members of the public, and directed staff to assess whether any water is available to be exercised under the County's water rights to make water available downstream of Conway Ranch to address

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the fisheries and habitat impacts on lower Wilson Creek and the lack of water at the DeChambeau Ponds. In addition, in August 2020, staff met with interested stakeholders, specifically People for Mono Basin Preservation attorney Katie Bellomo and Hillary Hansen, to discuss their respective understandings of North Mono Basin water management decisions and activities and to identify options that the Board of Supervisors might take to address the impacts of water unavailability on lower Wilson Creek and the DeChambeau Ponds.

This item was requested by the Board of Supervisors in response to comments and correspondence received from interested stakeholders and members of the public on the impacts to Wilson Creek and the DeChambeau Ponds and so that the Board could have the opportunity to provide direction to staff on possible options to address those impacts. Staff has identified several options for the Board's consideration. These options are listed below with staff's summaries and comments.

B. <u>OPTIONS</u>. In conjunction with selected stakeholders and members of the public, staff has identified the following list of options for the Board's consideration to address the water management decisions and activities in the North Mono Basin that are or may be affecting water availability in Wilson Creek and impacting the fisheries and riparian habitat of the stretches of the creek downstream of Conway Ranch and the DeChambeau Ponds. The summaries and comments included for each option were prepared by staff.

(1) No Action

SUMMARY: Water unavailability resulting in impacts to Wilson Creek and the DeChambeau Ponds are not the result of any decision or activity or change by the County. The County continues to exercise its Mill Creek water rights by diverting water to Wilson Creek and then to Conway Ranch for irrigation of grazing pastures and maintenance of conservation areas consistent with the Mill Creek Adjudication and historic practices.

COMMENTS: Even though the current situation is not being caused by any County decision or activity, water unavailability is impacting Wilson Creek and the DeChambeau Ponds, which are resources of interest and concern to residents, stakeholders, and constituents. Accordingly, staff recommends that the Board consider or direct staff to take one or more of the following options.

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(2) <u>Request Settlement Parties Prepare Environmental Review and Analysis</u> of Impacts

SUMMARY: Request the Settlement Parties prepare (i) environmental review for the decision to divert water to Mill Creek via the return ditch and (ii) a study or analysis that examines impacts to Wilson Creek (including but not limited to fisheries and aquatic and waterfowl habitat) and the DeChambeau Ponds, the environmental value and benefits of both Mill and Wilson Creeks and related habitat, the hydrology of Mill and Wilson Creeks and amount of water needed to maintain or preserve both, etc.

COMMENTS: The Settlement Parties consist of federal and state government agencies and environmental organizations. Some of these entities have water rights to Mill Creek, and some of them do not. It is staff's understanding that the Settlement Parties with Mill Creek water rights are diverting some (if not all) of their water to Mill Creek, which is resulting in adverse impacts to Wilson Creek. Also, staff understands those Settlement Parties without water rights support water being returned to Mill Creek by the Los Angeles Department of Water and Power (LADWP), which is not a Settlement Party but does hold most of the water rights to Mill Creek. Accordingly, because the Settlement Parties are diverting, or otherwise support the diversion, of water to Mill Creek via the return ditch, staff recommends that the Board formally request the Settlement Parties prepare the above referenced environmental review, reports, studies, etc.

(3) Request Los Angeles Department of Water and Power Prepare Environmental Review and Analysis of Impacts

SUMMARY: Request LADWP prepare (i) environmental review for its decision to divert water to Mill Creek via the return ditch and (ii) a study or analysis that examines impacts to Wilson Creek (including but not limited to fisheries and aquatic and waterfowl habitat) and the DeChambeau Ponds, the environmental value and benefits of both Mill and Wilson Creeks, the hydrology of Mill and Wilson Creeks and amount of water needed to maintain or preserve both, etc.

COMMENTS: As explained above, LADWP holds most of the water rights to Mill Creek. Specifically, under the Mill Creek Adjudication, LADWP holds the rights to divert approximately 40 cubic feet per second (cfs) of the approximately 74 cfs of natural flow. It is staff's understanding that in 2017, LADWP began diverting all of its water to Mill Creek via the return ditch. Although LADWP is not a Settlement Party, the use of Mill Creek to divert water to Mono Lake (rather than using Wilson Creek for the same) likely results in less water loss and more water reaching Mono Lake, which benefits LADWP which is responsible for achieving and maintaining certain Mono Lake elevation levels pursuant to State Water Resources Control Board Decision No. 1631. It is LADWP's change to historic practices and diversion of water to Mill Creek via the return ditch that staff believes has and continues to cause impacts to lower Wilson Creek. Accordingly, staff recommends that the Board formally request that LADWP prepare the above referenced environmental review, reports, studies, etc.

(4) Request Los Angeles Department of Water and Power Divert Water to Wilson

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SUMMARY: It is staff's understanding that LADWP's historic practice of leaving its water in Wilson Creek to flow to Mono Lake created the fisheries and habitat on Wilson Creek downstream of Conway Ranch that are now being adversely impacted. Further, prior to 2017, staff understands that LADWP requested SCE deliver its water to Mill Creek, but that SCE was unable to do so until 2017 when the return ditch was operational. Although LADWP has requested its water be diverted to Mill Creek via the return ditch, LADWP can change that request and ask for some or all of its water to be delivered to Wilson Creek, which may address the impacts to the fisheries and habitat of Wilson Creek downstream of Conway Ranch.

COMMENTS: Staff recommends that the Board request that LADWP divert all or some of its water back to Wilson Creek to address adverse impacts downstream of Conway Ranch. Making such a request will not result in significant costs to the County or adversely affect staff time or resources.

(5) Request the United States Forest Service Divert Water to Wilson

SUMMARY: Under the Mill Creek Adjudication, the USFS currently holds the right to divert approximately 12.5 cfs of the approximately 74 cfs of natural flow of Mill Creek. In his July 6, 2020 letter to the Board of Supervisors, Inyo National Forest District Ranger Gordon Martin explained that the USFS has an interest in protecting and preserving the natural environment and wildlife of both Mill and Wilson Creeks (including the DeChambeau Ponds) and accordingly diverts water between the creeks based on a number of different factors in any given year. The USFS is one of the parties to the FERC settlement agreement, and therefore staff assumes it will continue to have an interest restoring Mill Creek and its habitat and thus will likely continue to divert some of its water to Mill Creek via the return ditch. Nonetheless, like any other Mill Creek water right holder, the USFS can change its right to divert all or more of its water to Wilson Creek, which may address the impacts to the fisheries and habitat of Wilson Creek downstream of Conway Ranch and water unavailability at the DeChambeau Ponds.

COMMENTS: Staff recommends that the Board formally request that the USFS divert all or more of its water to Wilson Creek to address adverse impacts downstream of Conway Ranch and water unavailability at the DeChambeau Ponds. Making such a request will not result in significant costs to the County or adversely affect staff time or resources.

(6) Request the United States Forest Service Study and Improve Diversion and Delivery Infrastructure

SUMMARY: The USFS' diversion facilities and infrastructure, including those diverting water from Wilson Creek to the DeChambeau Ponds, are old and deteriorating. It is possible that replacing or improving those facilities and infrastructure could increase water efficiencies resulting in more water for use at its properties, including at the DeChambeau Ponds.

COMMENTS: Staff recommends that the Board formally request that the USFW study the possibility of improving its diversion facilities and infrastructure and, if feasible, make improvements to realize greater water delivery and use efficiencies.

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(7) County Prepare Analysis of Impacts

SUMMARY: As explained above, the impacts to the fisheries and riparian habitat of Wilson Creek downstream of Conway Ranch and the DeChambeau Ponds are not the result of any water management decision or activity of the County. Instead, it is staff's understanding that impacts to lower Wilson Creek and the DeChambeau Ponds are the result of water management decisions and activities of the Settlement Parties and LADWP. Nonetheless, the County could review and prepare the studies and analyses of impacts lower Wilson Creek, the comparative hydrologies, values, and needs of Mill and Wilson Creeks and their habitat, etc.

COMMENTS: Staff does not recommend the Board pursue this option. First, it is staff's recommendation that any review, report, study, or analysis be prepared by those responsible for the impacts to lower Wilson Creek and the Dechambeau Ponds, specifically the Settlement Parties and LADWP. Second, the preparation of any such review, study, and/or analysis will be expensive and require significant staff time and resources, , and the County is ultimately without authority to implement its recommendations, since they would involve USFS property and infrastructure.

(8) <u>Hold Workshops with Settlement Parties, Stakeholders, and Interested</u> <u>Members of the Public</u>

SUMMARY: Environmental, natural resources, water, and wildlife management issues continue to be ongoing issues in the North Mono Basin. The the County could organize and convene workshops, both as part of its regular Board of Supervisor meetings as well as independent meetings of North Mono Basin stakeholders, to identify resources management issues and identify solutions. The County has standing within the North Mono Basin by virtue of it being the local government for the region and as a Mill Creek water rights holder.

COMMENTS: Organizing and convening workshops to address North Mono Basin resource management issues will likely require staff time and resources and commitment over an undetermined amount of time. Further, there is no guarantee that stakeholders (including but not limited to the Settlement Parties and LADWP) will participate in such workshops. Success will be difficult to quantify. If the Board is interested in pursuing this option, staff recommends, as a preliminary step, that the Board direct staff to contact the key stakeholders to assess their willingness to participate in workshops.

(9) Initiate Litigation Against Department of Fish and Wildlife

SUMMARY: The County could initiate litigation against the California Department of Fish and Wildlife (CDFW) for failure to perform environmental review pursuant to the California Environmental Quality Act (CEQA) related to its approval of the FERC settlement agreement entered into by the Settlement Parties.

COMMENTS: Staff does not recommend pursuing this option. Applicable CEQA statutes of limitations would most likely bar the County from challenging CDFW's approval of the FERC settlement agreement, which was entered into in January 2004. Also, commencing CEQA litigation against CDFW will require significant staff time and resources and could result in

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significant additional costs to the County in the way of attorneys' fees should a court decide CDFW to be the prevailing party.

(10) Initiate Litigation Against Los Angeles Department of Water and Power

SUMMARY: The County could initiate litigation against LADWP for failure to perform environmental review pursuant to CEQA related to its decision to cease diversions to Wilson Creek and instead divert its water to Mill Creek via the return ditch.

COMMENTS: Staff does not recommend pursuing this option. Applicable CEQA statutes of limitations would most likely bar the County from challenging LADWP's decision to divert water to Mill Creek via the return ditch. Also, commencing CEQA litigation against LADWP will require significant staff time and resources and could result in significant additional costs to the County in the way of attorneys' fees should a court decided LADWP to be the prevailing party.

(11) Dedicate Rights and Water to Instream Environmental Uses

SUMMARY: Water Code section 1707 provides that water right holders may change the purpose of use of their rights to include the "preserving or enhancing [of] wetlands habitat, fish and wildlife resources, or recreation in, or on, the water." Pursuant to this Water Code provision, the County could change the purpose of use of some or all of its water rights from Conway Ranch irrigation purposes to include instream flow, fish and wildlife resources, and/or recreation purposes.

COMMENTS: Staff does not recommend pursuing this option. Water right changes and dedications made pursuant to Water Code section 1707 would result in increased regulation of the County's water rights by the State Water Board. Currently, the State Water Board has limited authority to regulate the County's pre-1914 appropriative water rights. However, if the County makes any changes or dedications pursuant to Section 1707, the State Water Board would necessarily have the authority to regulate any future changes to the County's water rights. This could mean that any future change to the County water rights' place of use, purpose of use, and/or point of diversion would be subject to State Water Board administrative processes, review, and approval. This necessarily includes administrative processes that allow the State Water Board to place potentially significant conditions on water right changes and the use of water as well as require formal proceedings that allow non-water right holders, including the public, to object to such water right changes or request additional conditions on changes the use of water. In short, dedication of water pursuant to Section 1707 would likely result in significant administrative burden, and increase exposure to liability, for the County's exercise of its Mill Creek water rights.

(12) <u>File Administrative Complaint with State Water Resources Control</u> Board

SUMMARY: The County could file an administrative complaint with the State Water Board alleging that the diversion and use of water by one or more of the Mill Creek water right holders (i.e., LADWP, the USFS, the U.S. Bureau of Land Management) is (1) illegal and has the potential to cause adverse impacts to Mill and Wilson Creeks; and/or (2) is an unreasonable

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use and mismanagement of water. If accepted and acted upon by the State Water Board, such an administrative complaint will result in the State Water Board reviewing the Mill Creek Adjudication and scrutinizing all Mill Creek water rights, including the County's rights. If it were to find an unauthorized use of water or an unreasonable use (waste) of water, the State Water Board could impose restrictions on all or some of the individual Mill Creek water rights and their holders' use of water.

COMMENTS: Staff does not recommend pursuing this option. As explained above, this option could result in increased regulation and scrutiny of all Mill Creek water rights by the State Water Board, which may result in significant administrative burden, exposure and expense for the County's exercise of its Mill Creek water rights. In addition, in October 2017, a similar complaint was by filed with the State Water Board by the People for Mono Basin Preservation (PMBP). In June 2018, the State Water Board declined to take action and instead directed PMBP to seek review of its claims in the Mono County Superior Court. Thereafter, in August 2018, PMBP requested the State Water Board reconsider its June 2018 decision; however, again the State Water Board declined to do so, explaining that its original decision – even in light of additional evidenced presented by PMBP and further discussion with its water rights attorneys – "stands unchanged." Staff has reviewed the State Water Board's decision declining to accept PMBP's complaints and finds that it is well reasoned. Consequently, staff believes there is no reason to expect a different answer from the State Water Board should the County file a similar complaint.

(13) <u>Initiate Litigation in the Mono County Superior Court to Open the</u> Decree to Reallocate Water

SUMMARY: The County could file a petition with Mono County Superior Court to reopen the Mill Creek Adjudication to review the original adjudication and possibly make changes to the decreed rights to provide more water to environmental and public trust issues.

COMMENTS: Staff does not recommend pursuing this option. Any litigation in the Mono County Superior Court requesting review of the Mill Creek Adjudication could result in all Mill Creek water rights being affected. For example, the Court could reduce the amounts to be diverted or condition the exercise of all Mill Creek water rights. These results could impact the County's existing management plans and expose it to liability. For example, restrictions or conditions imposed by the Court could frustrate the County's performance under any agricultural lease entered into with an operator for the grazing of Conway Ranch pastures and also result in liability under the conservation easement requiring the County to maintain certain conservation areas on Conway Ranch. It is staff's position that Mill Creek water right holders are currently exercising their rights consistent with the Mill Creek Adjudication and without any injury to each other, and therefore resort to the Court should not be pursued at this time.

(14) Install Efficiency Improvements and Implement Conservation Measures

SUMMARY: Irrigation infrastructure improvements and water conservation measures could be installed and implemented at Conway Ranch to increase efficiencies and conservation so that more water is available to address impacts to fisheries and riparian habitat on Wilson Creek downstream of Conway Ranch as well as for diversion to the DeChambeau Ponds.

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COMMENTS: Staff does not recommend pursuing this option. The research and design of improvements and conservation measures, as well as the construction of improvements, will likely require significant cost to the County and involve an undetermined amount of staff time and resources related to the procurement of consultants, contractors, and possibly materials. In addition, the implementation and construction of measures and improvement may interfere with the irrigation and use of Conway Ranch for grazing purposes. Finally, staff believes that the County should not incur these costs due to the water management decisions and activities of other water rights holders.

If you have any questions or would like to discuss this staff report, please contact Jason Canger at (760) 924-1712 or jcanger@mono.ca.gov or Tony Dublino at (760) 932-5459 or tdublino@mono.ca.gov.

Sincerely,

Jason Canger Deputy County Counsel