



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.
Meeting Location: Mono Lake Room, 1st Fl., County Civic Center, 1290 Tavern Rd., Mammoth Lakes, CA
93546

Regular Meeting July 18, 2023

TELECONFERENCE INFORMATION

This meeting will be held in person at the location listed above. Additionally, a teleconference location will be available where the public and members of the Board may participate by electronic means.

1. Mammoth Teleconference Location – for meetings held on the first and second Tuesday of each month - Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;;
2. Bridgeport Teleconference Location – for meetings held on the third Tuesday of each Month - Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA. 93517;
3. Zoom Webinar.

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

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/87586294275> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 875 8629 4275.

To provide public comment, press the "Raise Hand" button on your screen.

To join the meeting by telephone:

Dial (669) 900-6833, then enter Zoom Webinar 875 8629 4275.

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

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: https://monocounty.granicus.com/MediaPlayer.php?publish_id=c990fc2b-61b3-451f-a38e-a0074e365b18

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

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

Board and online.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

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

4. DEPARTMENT/COMMISSION REPORTS

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

5. CONSENT AGENDA

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

A. Authorization of Public Works As-Need Services Contracts

Departments: Public Works Engineering

The purpose of the as-need service contracts is to assist the County in completing pre-construction work on grant funded transportation projects and other capital projects identified in the 5-Year Capital Improvement Program (CIP). The as-need contracts are also utilized to provide necessary services to construct, maintain, and repair county structures, roads, and facilities. Each as-need agreement provides a three (3) year contract term with the option to renew for an additional two (2) years.

Recommended Action: Authorize the Public Works Director to execute the following as-needed consultant agreements, each having a term of three years:
1. Triad Holmes Associates, Inc. As-Needed Civil Engineering and Land Surveying Services contract (\$200,000 yearly contract limit) Eastern Sierra Engineering As-Needed Civil Engineering and Geotechnical Services contract

(\$200,000 yearly contract limit) Eastern Sierra Land Surveys As-Need Land Surveying Services contract (\$150,000 yearly contract limit) Resource Concepts Inc. As-Needed Civil Engineering, Land Surveying, Structural Engineering, and Environmental Services contract (\$325,000 yearly contract limit) 2. Authorize the Public Works Director, in consultation with County Counsel, to administer the contracts, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, provided such amendments do not substantially alter the scope of work and do not cause spending on the project to exceed the budgeted authority.

Fiscal Impact: The as-need contract services are funded by state funds, local transportation funding (RMRA/SB1), or other local funding. The actual yearly funds expended per contract will vary greatly based on Public Works project needs, county staff workload, and staff vacancies in the Public Works Engineering Department.

B. Swall Meadows Emergency Access Route - Authorization to Submit United States Forest Service Standard Form 299

Departments: Public Works Engineering

Authorize submittal of United States Forest Service (USFS) Standard Form 299 requesting USFS permission to construct the proposed Swall Meadows emergency access route on Federal land between Quail Circle and Swall Meadows Road. If permission is granted, then preliminary engineering and environmental review may commence as funding is available.

Recommended Action: Authorize the Public Works Director to submit Standard Form 299 to the USFS to authorize and permit construction of a permanent emergency access route across federal lands from Quail Circle to Swall Meadows Road in the community of Swall Meadows.

Fiscal Impact: Initial project planning and scoping is funded by the Local Transportation Commission. Additional funding and planning assistance are available from the Whitebark Institute for pre-construction work through their fire safe grant. The Whitebark Institute will provide funds for the Forest Service application fee. The future cost of construction is estimated at \$206,00. The source of funding for construction has not been determined at this time.

C. Stipends For Special Travel by Employees during Winter Closure of Highway 395

Departments: County Administrative Office and Human Resources

Side letters to Memorandum of Understanding between the County of Mono and the Mono County Paramedic Fire Rescue Association and the Mono County Correctional Deputy Sheriffs' Association (MOU's) authorizing special travel stipends for certain employees who experienced extended commutes during the Highway 395 closure this winter.

Recommended Action: Adopt proposed resolution approving side letters to the

MOUs to authorize special travel stipends for extended commutes during the Highway 395 closure this winter.

Fiscal Impact: Approximately \$5,200 of one-time costs: \$1,600 for paramedics and \$3,600 for correctional deputies.

D. Salary Adjustment for Two Deputy Correctional Officers

Departments: Human Resources and Sheriff

Proposed resolution adopting and approving side letter to the Memorandum of Understanding (MOU) between the County of Mono and the Correctional Deputy Sheriff's Association to implement a "C" Step salary for two Correctional Deputies upon their promotion to Deputy II.

Recommended Action: Adopt the proposed resolution adopting and approving side letter to the MOU between the County of Mono and the Correctional Deputy Sheriffs' Association.

Fiscal Impact: Approximately \$6,500.

E. The Ferguson Group Contract

Departments: County Administrative Office

Proposed contract with The Ferguson Group, LLC. pertaining to the provision of federal advocacy, consulting, and grant services.

Recommended Action: Approve, and authorize Mary Booher, Interim County Administrator to sign, contract with The Ferguson Group, LLC. for the provision of federal advocacy, consulting, and grant services for the period July 1, 2023, through June 30, 2024, and a not-to-exceed amount of \$101,000.

Fiscal Impact: Fiscal Impact for the FY23-24 will be \$101,000, included in the County Administration preliminary budget for this fiscal year.

F. FY 2022-23 Budget Adjustments

Departments: County Administrative Office

Two budget adjustments have come forward since June 6, 2023, requiring Board action for services provided in FY 2022-23: One adjustment for Veteran Services (using budget savings from the Agricultural Commissioner) and one for Technology Internal Service Fund (to move cash to execute implementation of Johnson Controls Systems).

Recommended Action: Approve budget adjustments for FY 2022-23 as requested (4/5 vote required).

Fiscal Impact: None.

G. FY 2023-24 Budget Adjustments

Departments: County Administrative Office

Four budget adjustments are needed to execute Board approved services that fall in the 2023-24 Fiscal Year.

Recommended Action: Approve budget adjustments for FY 2023-24 as requested or amended, (4/5 vote required).

Fiscal Impact: Appropriates carryover balance in Local Assistance Fund 194 in the amount of \$175,000 for the purchase of heart rate monitors approved by the Board on July 11, 2023. Moves appropriations of \$250,000 for storm repairs from the Road Fund to Disaster Assistance Fund with funding from FEMA and CalOES. Increases approved appropriations in the Technology Internal Service Fund by \$152,715 for implementation of security measures using carryover balance. Increases approved appropriations in Local Assistance Fund 194 for the loan to the Bridgeport Public Utility District. The preliminary budget remains legally balanced.

6. CORRESPONDENCE RECEIVED - NONE

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

7. REGULAR AGENDA - MORNING

A. PUBLIC HEARING: General Plan Amendment 23-002

Departments: Community Development

PUBLIC HEARING: 30 minutes

(Brent Calloway, Principal Planner) - Public hearing regarding General Plan Amendment 23-002 which includes technical changes to define "single room occupancy," explain dual land use designations, and minor modifications to building height, setbacks, animal standards, development credits, short-term rentals, and development standards for manufactured homes. An Addendum to the 2015 General Plan Environmental Impact Report is proposed under the California Environmental Quality Act (CEQA).

Recommended Action: Adopt proposed resolution, certifying the CEQA Addendum and approving the General Plan Amendment with any desired modifications. Provide any desired direction to staff.

Fiscal Impact: None.

B. Tourism Business Improvement District in June Lake

Departments: Clerk of the Board

20 minutes

(Ralph Lockhart and John Lambeth, Civitas Founder and CEO) - June Lake Chamber of Commerce request that the County fund the consultation fee with

Civitas Partners (approximately \$47,000) for the development and implementation of a Tourism Business Improvement District (TBID) in June Lake. This is the consultation fee for development of a TBID plan and format that would allow for an assessment to be charged on certain sectors.

Recommended Action: None. Provide any desired direction to staff.

Fiscal Impact: Approximately \$47,000 depending on Board direction.

C. Law Library Annual Report and Appointments

Departments: County Counsel

10 minutes

(Christopher Platt, Mono County Library Director) - Presentation by County Counsel Stacey Simon as the current president of the Mono County Law Library Board of Trustees and Christopher Platt, Law Library Director, providing an update on the Mono County Law Library and request for reappointment of the County Counsel, District Attorney, and attorney Sophie Bidet as Trustees of the Law Library.

Recommended Action: Hear update and re-appoint the District Attorney and County Counsel to serve as ex officio Trustees and attorney Sophie Bidet to serve as Trustee on the Board of Trustees of the Mono County Law Library, for a term of one year.

Fiscal Impact: None.

D. Moratorium on Granting New Approvals for Employees to Work Outside of California

Departments: County Administrative Office

10 minutes

(Mary Booher, Interim County Administrative Officer) - Proposed resolution imposing a moratorium on the hiring of new employees who would work outside of the state of California and on the granting of approval for current employees now working within the State of California to commence performing their job duties from outside the state.

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

Fiscal Impact: Avoids incurring further costs to implement multi-state payroll and HR systems and processes until a policy is developed by staff and approved by the Board.

E. Health and Human Services Department

Departments: County Administrative Office

15 minutes

(Mary Booher, Interim County Administrative Officer) - Administrative steps to implement consolidation of the Public Health department and Social Services department (which Public Guardian, Public Administrator, and Public Guardian) into a newly created department of Health and Human Services; establish the position of Health and Human Services Director; and appoint the current Social Services Director/Interim Public Health Director as the Health and Human Services Director.

Recommended Action: 1. Approve job description for Health and Human Services Director; 2. Approve an amendment to the allocation list, deleting the Public Health Director position and the Social Services Director position and adding the position of Health and Human Services Director; 3. Adopt proposed ordinance setting forth County Departmental Structure, including the Department of Health and Human Services; 4. Announce fiscal impact and adopt proposed resolution approving an employment contract with Kathryn Peterson as Health and Human Services Director, and prescribing the compensation, appointment, and conditions of said employment.

Fiscal Impact: This item does not increase costs from the compensation previously approved with the February 7, 2023, contract amendment. The cost of this position for the remainder of the fiscal year is \$203,417, of which \$167,536 is salary and \$35,881 is benefits. The total cost of salary and benefits for an entire fiscal year is \$232,477, of which \$191,470 is salary and \$41,007 is benefits. This is included in the preliminary FY 2023/24 budget.

F. Employment Agreement for Thomas Boo, MD as Acting Public Health Officer

Departments: Public Health

5 minutes

(Kathy Peterson, Interim Public Health Director) - Employment Agreement with Dr. Thomas Boo, MD to serve as Acting Public Health Officer while Mono County conducts a full recruitment for a Public Health Officer.

Recommended Action: Announce fiscal impact, approve Employment Agreement with Dr. Thomas Boo, MD, to serve as Acting Public Health Officer.

Fiscal Impact: The full fiscal year impact estimate assuming maximum of 20 hours per week is \$135,842 comprised of \$119,600 in Salary, \$13,072 in Public Employees Retirement System (PERS), and \$3,170 in required benefits. The Public Health Officer is an allocated, budgeted position.

G. Amendment to Mammoth Lakes Trails and Public Access Foundation Contract

Departments: Public Works - Recreation

10 minutes

(Marcella Rose, Sustainable Recreation Coordinator) - Proposed contract

amendment with Mammoth Lakes Trails and Public Access Foundation (MLTPA) pertaining to expansion of contract services to include work on various Recreation division grants.

Recommended Action: Approve, and authorize CAO to sign, contract amendment with Mammoth Lakes Trails and Public Access Foundation (MLTPA) for recreation management related services for the period January 17, 2022, through January 16, 2025, and a not-to-exceed (NTE) amount of \$120,000.

Fiscal Impact: The amendment increases the contractual amount encumbered in the recreation budget. Original contract was not to exceed \$75,000 (NTE \$25,000 in any 12- month period); this amendment increases it to NTE \$120,000 over contract period (NTE \$40,000 in any 12 month period). Funding source is geothermal royalties and grant awards.

H. Draft 2023-2028 Eastern Sierra Region Comprehensive Economic Development Strategy (CEDs)

Departments: Economic Development

20 minutes

(Jeff Simpson, Economic Development Director) - Presentation by Jeff Simpson regarding the draft 2023-2028 Eastern Sierra Region Comprehensive Economic Development Strategy (CEDs).

Recommended Action: None, informational only. Provide any desired direction to staff on edits or additions before the document enters the public comment period from July 31 - August 30, 2023.

Fiscal Impact: None.

I. Housing Update

Departments: County Administrative Office

30 minutes

(Mary Booher, Interim County Administrative Officer) - Presentation by Interim County Administrative Officer providing an update on the work of the Housing Ad Hoc committee.

Recommended Action: None, informational only. Provide any desired direction to staff.

Fiscal Impact: None.

J. Request from National Park Service

Departments: County Administrative Office

10 minutes

(Mary Booher, Interim County Administrative Officer) - Presentation by Interim County Administrative Officer regarding request for assistance from the National

Park Service, in support of opening Tioga Pass.

Recommended Action: Direct staff to provide requested assistance to the National Park Service by either 1) entering into a contract or amending an existing contract for septic pumping services, or 2) enter into an agreement to provide financial support to the National Park Service for the expansion of septic pumping services, for an amount not to exceed \$50,000. Provide any desired direction to staff.

Fiscal Impact: If approved by the Board, staff will include funding from the Local Assistance Fund in the recommended budget.

8. CLOSED SESSION

A. Closed Session - Labor Negotiations

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

B. Closed Session – Real Property Negotiation

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 34 Kirkwood Street, Bridgeport, CA. County Negotiator: Mary Booher. Negotiating Parties: Brianna Brown and Mono County. Under Negotiation: Price, terms, and conditions.

Recommended Action:

C. Closed Session – Real Property Negotiation

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 264 Highway 182, Bridgeport, CA. County Negotiator: Mary Booher. Negotiating Parties: Garth Moore and County of Mono. Under Negotiation: Price, terms, and conditions.

Recommended Action:

D. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *Mono v. KR Property et al.* Mono County Superior Court case number: CV200081.

E. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *County of Mono, et al v. Liberty Utilities, LLC, et al., Case No: 2:21-cv-00834-DAD-KJN, U.S. District Court for the Eastern District of California.*

F. Closed Session - Public Employee Evaluation

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

9. REGULAR AGENDA - AFTERNOON

A. Request to Hold Special Election November 7, 2023

Departments: Elections

10 minutes

(Mary Booher, Interim County Administrative Officer; Queenie Barnard, Interim Clerk-Recorder-Registrar) - The Tri-Valley Groundwater Management District (TVGMD) has called for a Special Election to fill a vacant seat on the Board of Directors and requests Mono County hold the election at the next scheduled election (November 7, 2023) and waive any fees to conduct said election. This item is being brought forward pursuant to Elections Code section 10002 to provide authorization from the Mono County Board of Supervisors allowing the Mono County Registrar of Voters to conduct said election.

Recommended Action: 1) Authorize the Mono County Registrar of Voters to conduct a Special Election on November 7, 2023, for the Tri-Valley Groundwater Management District to fill a vacant seat on the Board of Directors; and 2) Waive the fees for conducting the Special Election as an "all-mail" ballot election and bill Tri-Valley Groundwater Management District for any additional services not required for an "all-mail" ballot election.

Fiscal Impact: Approximately \$36,000, of which 80% is Personnel Expenses and included in the Elections budget for FY 2023-24.

B. Resolution Authorizing Certain Expenditures Relating to Election Day Workers and Designating the Amount of Compensation to be Paid

Departments: Elections

10 minutes

(Queenie Barnard, Interim Clerk-Recorder-Registrar) - Proposed resolution

authorizing certain expenditures relating to election day workers (i.e., poll workers, inspectors, and coordinators) and designating the amount of compensation to be paid to election day workers.

Recommended Action: Adopt proposed resolution authorizing certain expenditures relating to election day workers and designating the amount of compensation to be paid to election day workers.

Fiscal Impact: Approximately \$4,000 per county-wide election, which is included in the Elections budget for FY 2023-24.

C. Request for Waiver of Costs of Appeal - Adriani

Departments: County Administrative Office

15 minutes

(Mary Booher, Interim County Administrative Officer) - Request of Alisa Adriani for Board waiver of costs associated with her appeal of the Planning Commission's approval of Use Permit # 23-001, approving an accessory structure in excess of 20 feet in height pursuant to Mono County General Plan section 04.110B.

Recommended Action: Consider request for waiver of costs and either grant or deny the request. Note that to grant the request the Board must state the public benefit resulting from the waiver.

Fiscal Impact: Approval of this item will reduce General Fund revenue by \$1,169.75.

10. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

Departments: Public Works Engineering

TIME REQUIRED

SUBJECT Authorization of Public Works As-
Need Services Contracts

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The purpose of the as-need service contracts is to assist the County in completing pre-construction work on grant funded transportation projects and other capital projects identified in the 5-Year Capital Improvement Program (CIP). The as-need contracts are also utilized to provide necessary services to construct, maintain, and repair county structures, roads, and facilities. Each as-need agreement provides a three (3) year contract term with the option to renew for an additional two (2) years.

RECOMMENDED ACTION:

Authorize the Public Works Director to execute the following as-needed consultant agreements, each having a term of three years: 1. Triad Holmes Associates, Inc. As-Needed Civil Engineering and Land Surveying Services contract (\$200,000 yearly contract limit) Eastern Sierra Engineering As-Needed Civil Engineering and Geotechnical Services contract (\$200,000 yearly contract limit) Eastern Sierra Land Surveys As-Need Land Surveying Services contract (\$150,000 yearly contract limit) Resource Concepts Inc. As-Needed Civil Engineering, Land Surveying, Structural Engineering, and Environmental Services contract (\$325,000 yearly contract limit) 2. Authorize the Public Works Director, in consultation with County Counsel, to administer the contracts, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, provided such amendments do not substantially alter the scope of work and do not cause spending on the project to exceed the budgeted authority.

FISCAL IMPACT:

The as-need contract services are funded by state funds, local transportation funding (RMRA/SB1), or other local funding. The actual yearly funds expended per contract will vary greatly based on Public Works project needs, county staff workload, and staff vacancies in the Public Works Engineering Department.

CONTACT NAME: Chad Senior

PHONE/EMAIL: 760 924-1812 / csenior@mono.ca.gov

SEND COPIES TO:

csenior@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Agreement - Triad Holmes Associates, Inc.
Agreement - Eastern Sierra Engineering
Agreement - Eastern Sierra Land Surveys, Inc.
Agreement - Resource Concepts, Inc.

History

Time	Who	Approval
7/10/2023 11:01 PM	County Counsel	Yes
7/12/2023 9:43 AM	Finance	Yes
7/13/2023 7:44 AM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

Departments: Public Works Engineering

TIME REQUIRED

SUBJECT Swall Meadows Emergency Access
Route - Authorization to Submit
United States Forest Service
Standard Form 299

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Authorize submittal of United States Forest Service (USFS) Standard Form 299 requesting USFS permission to construct the proposed Swall Meadows emergency access route on Federal land between Quail Circle and Swall Meadows Road. If permission is granted, then preliminary engineering and environmental review may commence as funding is available.

RECOMMENDED ACTION:

Authorize the Public Works Director to submit Standard Form 299 to the USFS to authorize and permit construction of a permanent emergency access route across federal lands from Quail Circle to Swall Meadows Road in the community of Swall Meadows.

FISCAL IMPACT:

Initial project planning and scoping is funded by the Local Transportation Commission. Additional funding and planning assistance are available from the Whitebark Institute for pre-construction work through their fire safe grant. The Whitebark Institute will provide funds for the Forest Service application fee. The future cost of construction is estimated at \$206,00. The source of funding for construction has not been determined at this time.

CONTACT NAME: Chad Senior

PHONE/EMAIL: 7609241812 / csenior@mono.ca.gov

SEND COPIES TO:

csenior@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
USFS Standard Application 299 with Attachments

History

Time	Who	Approval
7/12/2023 12:33 PM	County Counsel	Yes
7/12/2023 4:03 PM	Finance	Yes
7/13/2023 7:46 AM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

Departments: County Administrative Office and Human Resources

TIME REQUIRED

PERSONS

SUBJECT

Stipends For Special Travel by
Employees during Winter Closure of
Highway 395

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Side letters to Memorandum of Understanding between the County of Mono and the Mono County Paramedic Fire Rescue Association and the Mono County Correctional Deputy Sheriffs' Association (MOU's) authorizing special travel stipends for certain employees who experienced extended commutes during the Highway 395 closure this winter.

RECOMMENDED ACTION:

Adopt proposed resolution approving side letters to the MOUs to authorize special travel stipends for extended commutes during the Highway 395 closure this winter.

FISCAL IMPACT:

Approximately \$5,200 of one-time costs: \$1,600 for paramedics and \$3,600 for correctional deputies.

CONTACT NAME: Jack Conry

PHONE/EMAIL: 303-260-8461 / jconry@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report
<input type="checkbox"/> Resolution - Side letter
<input type="checkbox"/> Side Letter Exhibit A (CDSA)
<input type="checkbox"/> Side Letter Exhibit B (MCPFRA)

History

Time	Who	Approval
7/13/2023 2:57 PM	County Counsel	Yes
7/12/2023 3:29 PM	Finance	Yes
7/13/2023 3:04 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
 Robert C. Lawton
 PO Box 696
 Bridgeport, CA 93517-0696
 (760) 932-5410
rlawton@mono.ca.gov
www.mono.ca.gov

BOARD OF SUPERVISORS

CHAIR

Bob Gardner / District 3

VICE CHAIR

Rhonda Duggan / District 2

Stacy Corless / District 5

Jennifer Kreitz / District 1

John Peters / District 4

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. Tim Kendall

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Malinda Huggans

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL

SERVICES

To be appointed

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION

TECHNOLOGY

Nate Greenberg

PROBATION

Karin Humiston

PUBLIC HEALTH

Bryan Wheeler

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

To: Board of Supervisors

From: Jack Conry, CPO

Date: July 18, 2023

Re: Special Pay/Stipends for Extended Commutes

Discussion

By adopting the resolution, the board will authorize compensation for Paramedic and Correctional Deputy staff forced to undergo extended commutes caused by the closing of Highway 395 this past winter.

The County took the initiative to ask the Associations involved which employees had been affected by the highway closure and to calculate the loss of time and money incurred by those employees as a result of the extended commutes during the Highway 395 closure. These payments are our best efforts to compensate those affected for that additional expense and to recognize that they went above and beyond to perform their duties in a difficult situation.



R23-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
ADOPTING AND APPROVING SIDE LETTERS (WHICH AUTHORIZE STIPENDS
FOR SPECIAL TRAVEL) BETWEEN THE COUNTY AND THE CORRECTIONAL
DEPUTY SHERIFF'S ASSOCIATION AND THE COUNTY AND THE MONO
COUNTY PARAMEDIC FIRE RESCUE ASSOCIATION**

WHEREAS, the Mono County Board of Supervisors has the authority under section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of county employees; and

WHEREAS, the County is required by the Meyers-Milias-Brown Act (Sections 3500 et. Seq. of the Government Code) to meet and confer with recognized employee organizations before changing the terms and conditions of employment applicable to the employee classifications represented by those organizations; and

WHEREAS, the County and the Correctional Deputy Sheriffs' Association (CDSA) met and conferred and reached mutually acceptable terms and conditions for entry into a Memorandum of Understanding for the period January 1, 2023, through December 31, 2025 (the "MOU"), which was executed by both parties on December 6, 2022; and

WHEREAS, the County and the Mono County the Mono County Paramedic Fire Rescue Association (PFRA) met and conferred and reached mutually acceptable terms and conditions for entry into a Memorandum of Understanding for the period January 1, 2022, through December 31, 2024 (the "MOU"), which was executed by both parties on June, 2022; and

WHEREAS, following approval of the MOU by the County and both Associations the County and the Associations agreed to reopen negotiations to authorize stipends for special travel associated with last winter's storms; and

WHEREAS, the County and the both Associations met, conferred, and reached mutually acceptable terms with respect to the side letter attached which authorizes stipends for special travel associated with last winter's storms; and

NOW, THEREFORE, the Board of Supervisors of the County of Mono hereby resolves that:

SECTION ONE: The proposed Side Letter between the County of Mono and the Correctional Deputy Sheriff's Association, a copy of which is attached hereto as Exhibit A is hereby ratified, adopted, and approved.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

SECTION TWO: The proposed Side Letter between the County of Mono and the Mono County Paramedic Fire Rescue Association, a copy of which is attached hereto as Exhibit B, is hereby ratified, adopted, and approved.

PASSED, APPROVED and ADOPTED this 18th day of July, 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rhonda Duggan, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

**Side Letter
between
Mono County
and the
Mono County Correctional Deputy Sheriffs' Association (CDSA)**

The County and the Association acknowledge that the 2023 winter storms resulted in road closures that significantly extended the commute of the Association's members in order to perform their essential roles for the County. The County and the Association also acknowledge that there is no current mechanism to compensate employees for these extended commutes.

The County and the Association hereby agree that in recognition of this extended commute, the following stipends will be paid to the affected members within 30 days of approval of this Side Letter by both parties. These stipends will be non-pensionable income and will be subject to all required withholdings.

One-way trip between Mammoth and Bridgeport, via 167	\$150
One-way trip between Bishop and Bridgeport, via 167	\$130
One way trip between Mammoth and Bridgeport, via Yerington	\$193
One way trip between Bishop and Bridgeport, via Yerington	\$173

Based on these stipends, the following payments are due pursuant to this side letter:

Jose Garcia	4 trips	Mammoth to Bridgeport via Yerington	\$772
Elijah Grice	3 trips	Mammoth to Bridgeport via Yerington	\$579
Emily Malm	4 trips	Mammoth to Bridgeport via Yerington	\$772


In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Side Letter this _____ day of _____, 2023.

RHONDA DUGGAN, CHAIR
Mono County Board of Supervisors



RACHEL RHEA, PRESIDENT
Mono County Correctional Deputy Sheriffs' Association

Approved as to Form:



Stacey Simon, County Counsel

**Side Letter
between
Mono County
and the
Mono County Paramedic Fire Rescue Association (Association)**

The County and the Association acknowledge that the 2023 winter storms resulted in road closures that significantly extended the commute of the Association’s members in order to perform their essential roles for the County. The County and the Association also acknowledge that there is no current mechanism to compensate employees for these extended commutes.

The County and the Association hereby agree that in recognition of this extended commute, the following stipends will be paid to the affected members within 30 days of approval of this Side Letter by both parties. These stipends will be non-pensionable income and will be subject to all required withholdings.

One-way trip between Mammoth and Bridgeport or Walker, via 167	\$150
One-way trip between Bishop and Bridgeport or Walker, via 167	\$130
One way trip between Mammoth and Bridgeport or Walker, via Yerington	\$193
One way trip between Bishop and Bridgeport or Walker, via Yerington	\$173

Based on these stipends, the following payments are due pursuant to this side letter:

John Almeida	1 trip	Bishop to Bridgeport, via 167	\$130
	3 trips	Bishop to Bridgeport, via Yerington	<u>\$519</u>
			\$649
Nick Escallier	2 trips	Mammoth to Walker, via Yerington	\$386
Aaron Rowley	1 trip	Mammoth to Bridgeport, via 167	\$150

In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Side Letter this 18th day of July, 2023.

RHONDA DUGGAN, CHAIR
Mono County Board of Supervisors

PHIL WESSLER, PRESIDENT
Mono County Paramedic Fire Rescue Association

Approved as to Form:

Stacey Simon, County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

Departments: Human Resources and Sheriff

TIME REQUIRED

SUBJECT Salary Adjustment for Two Deputy
Correctional Officers

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution adopting and approving side letter to the Memorandum of Understanding (MOU) between the County of Mono and the Correctional Deputy Sheriff's Association to implement a "C" Step salary for two Correctional Deputies upon their promotion to Deputy II.

RECOMMENDED ACTION:

Adopt the proposed resolution adopting and approving side letter to the MOU between the County of Mono and the Correctional Deputy Sheriffs' Association.

FISCAL IMPACT:

Approximately \$6,500.

CONTACT NAME: Jack Conry

PHONE/EMAIL: 303-260-8461 / jconry@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution - Side Letter
SIDE LETTER

History

Time

Who

Approval

7/13/2023 9:48 AM	County Counsel	Yes
7/13/2023 8:41 AM	Finance	Yes
7/13/2023 10:20 AM	County Administrative Office	Yes



**INTERIM ASSISTANT COUNTY
ADMINISTRATIVE OFFICER
COUNTY OF MONO**

Mary Booher (Interim)
PO Box 696
Bridgeport, CA 93517-0696
(760) 932-5410
mbooher@mono.ca.gov

BOARD OF SUPERVISORS

CHAIR

Bob Gardner / District 3

VICE CHAIR

Rhonda Duggan / District 2

Stacy Corless / District 5

Jennifer Kreitz / District 1

John Peters / District 4

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. Tim Kendall

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Malinda Huggans

BEHAVIORAL HEALTH

Robin Roberts

CHIEF PEOPLE OFFICER

Jack Conry

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL

SERVICES

Bryan Bullock

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION

TECHNOLOGY

Interim Milan Salva

PROBATION

Karin Humiston

PUBLIC HEALTH

Interim Kathy Peterson

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

To: Board of Supervisors
From: Jack Conry, CPO
Date: July 18, 2023
Re: Correctional Deputies Side Letter on Back Pay

By adopting the resolution, the Board will allow two Correctional Deputies to advance in classification consistent with the advancement of other Correctional Deputies under the Memorandum of Understanding between the County and the Correctional Deputy Sheriff's Association. The Association believed that these employees were covered by provisions in the previously adopted MOU which provided for advancement to step C upon promotion to Correctional Deputy II. This side letter effectuates that understanding.

Specifically, when Gabrielle Vega earns promotion to Correctional Deputy II she shall be placed at step C of the relevant salary matrix. Correctional Deputy Kyle Flagg, who has already been promoted to Correctional Deputy II on May 21, 2023, shall be moved to step C of the relevant salary matrix and receive a one-time lump sum payment equivalent to the difference in pay between his pay since the promotion and the pay at step C.



R23-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
ADOPTING AND APPROVING A SIDE LETTER TO THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE COUNTY OF MONO AND THE
CORRECTIONAL DEPUTY SHERIFFS' ASSOCIATION
TO IMPLEMENT A "C" STEP SALARY FOR TWO CORRECTIONAL
DEPUTIES UPON THEIR PROMOTION TO DEPUTY II**

WHEREAS, the Mono County Board of Supervisors has the authority under section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of county employees; and

WHEREAS, the County is required by the Meyers-Milias-Brown Act (Sections 3500 et. Seq. of the Government Code) to meet and confer with recognized employee organizations before changing the terms and conditions of employment applicable to the employee classifications represented by those organizations; and

WHEREAS, the County and the Correctional Deputy Sheriffs' Association (CDSA) met and conferred and reached mutually acceptable terms and conditions for entry into a Memorandum of Understanding for the period January 1, 2023, through December 31, 2025 (the "MOU"), which was executed by both parties on December 6, 2022; and

WHEREAS, following approval of the MOU by the County and CDSA, the County and CDSA agreed to reopen negotiations regarding the appropriate pay step for two deputy correctional officers who were employed at the Deputy I level at the time the MOU was approved ("Deputy I") and therefore were not covered by changes which applied to deputies then at level II ("Deputy II"); and

WHEREAS, the County and the Association conferred, and reached mutual agreement with respect to the attached Side Letter which aligns the pay step for Deputy I's with the pay step of those Association members who were at the Deputy II level at the time of MOU ratification, to take effect upon their qualification to advance to Deputy II.

/////

/////

/////

/////

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

NOW, THEREFORE, the Board of Supervisors of the County of Mono hereby resolves that:

SECTION ONE: The proposed Side Letter to the MOU implementing a “C” Step salary for two Correctional Deputies upon their promotion to Deputy II, a copy of which is attached hereto as an Exhibit, is hereby ratified, adopted, and approved.

PASSED, APPROVED and ADOPTED this 11th day of July, 2023, by the following vote, to wit:

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

Rhonda Duggan, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

**Side Letter
between
Mono County
and the
Mono County Correctional Deputy Sheriffs' Association (CDSA)**

The County and the Association acknowledge that the 2023 winter storms resulted in road closures that significantly extended the commute of the Association's members in order to perform their essential roles for the County. The County and the Association also acknowledge that there is no current mechanism to compensate employees for these extended commutes.

The County and the Association hereby agree that in recognition of this extended commute, the following stipends will be paid to the affected members within 30 days of approval of this Side Letter by both parties. These stipends will be non-pensionable income and will be subject to all required withholdings.

One-way trip between Mammoth and Bridgeport, via 167	\$150
One-way trip between Bishop and Bridgeport, via 167	\$130
One way trip between Mammoth and Bridgeport, via Yerington	\$193
One way trip between Bishop and Bridgeport, via Yerington	\$173

Based on these stipends, the following payments are due pursuant to this side letter:


Jose Garcia	4 trips	Mammoth to Bridgeport via Yerington	\$772
Elijah Grice	3 trips	Mammoth to Bridgeport via Yerington	\$579
Emily Malm	4 trips	Mammoth to Bridgeport via Yerington	\$772

In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Side Letter this 18th day of July, 2023.

RHONDA DUGGAN, CHAIR
Mono County Board of Supervisors


RACHEL RHEA, PRESIDENT
Mono County Correctional Deputy Sheriffs' Association

Approved as to Form:


Stacey Simon, County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

Departments: County Administrative Office

TIME REQUIRED

SUBJECT The Ferguson Group Contract

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with The Ferguson Group, LLC. pertaining to the provision of federal advocacy, consulting, and grant services.

RECOMMENDED ACTION:

Approve, and authorize Mary Booher, Interim County Administrator to sign, contract with The Ferguson Group, LLC. for the provision of federal advocacy, consulting, and grant services for the period July 1, 2023, through June 30, 2024, and a not-to-exceed amount of \$101,000.

FISCAL IMPACT:

Fiscal Impact for the FY23-24 will be \$101,000, included in the County Administration preliminary budget for this fiscal year.

CONTACT NAME: Mary Booher

PHONE/EMAIL: 760-932-5415 / mbooher@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Contract

History

Time	Who	Approval
7/10/2023 11:32 PM	County Counsel	Yes

7/12/2023 4:05 PM

Finance

Yes

7/13/2023 7:47 AM

County Administrative Office

Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christopher L. Beck

Deputy County Counsel
Emily R. Fox

**OFFICE OF THE
COUNTY COUNSEL**

Mono County

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

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors

From: Kevin Moss

Date: July 18, 2023

Re: Contract for federal advocacy, consulting, and grant services of The Ferguson Group, LLC

Strategic Plan Focus Area(s) Met

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

Discussion

The County has further need for the above referenced services and the CAO's office would like to enter into a new contract using an updated agreement template but using the same terms and provisions as the prior contract, including same spending limit, term (one year), and services.

If you have any questions regarding this item, please call or email me.

**AGREEMENT BETWEEN COUNTY OF MONO
AND THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY, CONSULTING & GRANT SERVICES**

INTRODUCTION

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as "County") may have the need for federal advocacy, consulting & grant services of THE FERGUSON GROUP, LLC, a Washington, DC limited liability company (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the County Administrative Officer (CAO), or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

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

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

2. TERM

The term of this Agreement shall be from July 1, 2023, to June 30, 2024, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$101,000 (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual

presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance 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 the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

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

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (5) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses,

will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

- (7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (10) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. STATUS OF CONTRACTOR

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

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

10. DEFENSE AND INDEMNIFICATION

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

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

11. RECORDS AND AUDIT

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

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

12. NONDISCRIMINATION

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

13. TERMINATION

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

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

14. ASSIGNMENT

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

15. DEFAULT

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

For contracts that renew annually, termination for failure to provide required insurance certificates and endorsements shall be as set forth in paragraph 8.

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 22.

17. CONFIDENTIALITY

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

18. CONFLICTS

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

19. POST-AGREEMENT COVENANT

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

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

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, or county statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 22.

22. AMENDMENT

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

23. NOTICE

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

County of Mono:
Mono County Administrative Officer
Attn: County Administration
P.O. Box 696
Bridgeport, CA 93517

Contractor:
The Ferguson Group, LLC
Attn: W. Roger Gwinn, CEO & Kristi More
Email: kmore@tfgnet.com
1901 Pennsylvania Avenue, Suite 700
Washington, DC 20006

24. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of the agreement a photocopy, facsimile, .pdf, and electronically scanned signature,

including but not limited to DocuSign or similar service, shall be deemed to be as valid and as enforceable as an original.

25. ENTIRE AGREEMENT

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

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

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY, CONSULTING & GRANT SERVICES**

TERM:

FROM: July 1, 2023 TO: June 30, 2024

SCOPE OF WORK:

The Ferguson Group, LLC (TFG) will provide federal advocacy, consulting, and grant services to the County of Mono. TFG specializes in representing local governments before Congress and the Administration and in helping our clients develop and implement plans to maximize access to federal, state, and foundation resources. We pride ourselves in serving public sector clients like the County of Mono, which enables us to remain among the top independent federal lobbying firms and represent more public agencies than any other firm in Washington, DC.

Scope of Services

TFG will provide a full range of advocacy, consulting, and grant-related services on an ongoing basis and will explore, in coordination with and at the direction of the County, funding opportunities for the County's high-priority projects, and assist the County in implanting a federal legislative platform and strategy. Our services will include the following:

Strategic Advice.

TFG will provide strategic counsel to the County in all matters concerning applicable congressional action, federal agency policy and regulation, and the federal activities of other stakeholders having an impact on the County and its citizens.

Assistance in Communicating and Working with Federal Officials.

TFG will assist the County in scheduling meetings with Members of Congress and staff, congressional committees, and federal agency officials and staff at all levels of the Federal government on these matters. We will also assist the County and its staff in educating, negotiating, and advocating its goals and objectives with these officials and staff.

Advocacy on Budget.

TFG will seek the inclusion of resources in the President's budget requests for applicable federal agencies to the extent it is necessary to accomplish the County's objectives.

Recommendations and Advocacy on Statutory Authorizations.

If federal legislation is needed to achieve any of the County's federal priorities, TFG will provide the County's congressional delegation, and the relevant congressional committees and federal agencies with institutional expertise and support as necessary to develop, advocate for, and implement federal legislation and authorities.

Build Stakeholder Support.

TFG will advise the County on obtaining and coordinating stakeholder support from key organizations or individuals (such as environmental groups or business interests) that may be necessary to implement the County's federal priorities.

Appropriations/Grants Research, Review, and Advocacy.

Where federal funding assistance is appropriate and needed to achieve the County's objectives, TFG will work with the County to identify and pursue the best available funding opportunities that match up with the County's priorities.

TFG will work with the County to secure the support of the California congressional delegation and the appropriate federal agencies for competitive funding opportunities. TFG will assist the County of Mono with competitive grant and loan research, review, and advocacy preparation. Grant writing services, if requested, are available to the County for a fixed fee. TFG will also work to help the County maximize access to congressionally directed spending opportunities.

Client Communications and Publications.

TFG believes regular communication is essential to a successful business relationship with our clients. TFG will report to the County regularly through scheduled conference calls, written status reports, special action alerts, access to TFG subject matter webinars, and timely information on relevant grants, legislation, and regulations, as well as congressional committee meetings, hearings, and conferences. County officials and staff will have access to our weekly legislative, grant, and issue-specific reporting as well as periodic Special Reports on key legislative, policy, and funding activities.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY, CONSULTING & GRANT SERVICES**

TERM:

FROM: July 1, 2023 TO: June 30, 2024

SCHEDULE OF FEES:

The total cost for The Ferguson Group, LLC (TFG) services will not exceed \$101,000, for services outlined above, for the twelve-month agreement with a fixed fee of \$8,000 per month, commencing on July 1, 2023, and ending on June 30, 2024. Reimbursable expenses, including pre-approved out-of-town travel and in-town travel (taxis/Metro), will be billed separately, not to exceed \$5,000 annually.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

Departments: County Administrative Office

TIME REQUIRED

SUBJECT FY 2022-23 Budget Adjustments

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Two budget adjustments have come forward since June 6, 2023, requiring Board action for services provided in FY 2022-23: One adjustment for Veteran Services (using budget savings from the Agricultural Commissioner) and one for Technology Internal Service Fund (to move cash to execute implementation of Johnson Controls Systems).

RECOMMENDED ACTION:

Approve budget adjustments for FY 2022-23 as requested (4/5 vote required).

FISCAL IMPACT:

None.

CONTACT NAME: Megan Chapman

PHONE/EMAIL: 760-924-1836 / mchapman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report - FY 2022-23 Budget Adjustments
<input type="checkbox"/> A. FY 2022-23 Veteran Service increase of appropriations
<input type="checkbox"/> B. FY 2022-23 Tech ISF revenues increase

History

Time	Who	Approval
7/13/2023 1:07 PM	County Counsel	Yes

7/13/2023 3:01 PM

Finance

Yes

7/13/2023 3:03 PM

County Administrative Office

Yes



BOARD OF SUPERVISORS

CHAIR

Rhonda Duggan / District 2

VICE CHAIR

John Peters / District 4

Bob Gardner / District 3

Lynda Salcido / District 5

Jennifer Kreitz / District 1

July 18, 2023

To: Mono County Board of Supervisors

From: Megan Chapman, Budget Officer

RE: FY 2022-23 Budget requested adjustments

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Chris Mokracek (Interim)

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL SERVICES

Bryan Bullock

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION TECHNOLOGY

Milan Salva (Interim)

PROBATION

Karin Humiston

PUBLIC HEALTH

Kathy Peterson (Interim)

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

Strategic Plan Focus Areas Met

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

Two budget are need to execute board approved services in the 2022-23 Fiscal Year.

1. Veteran's Services increase of appropriations with savings from Agriculture Commission appropriations and expenditures.
2. Tech Refresh revenues increase. The Johnson Control International contract for security controls has not yet been implemented. This adjustment allows for the approved use of contingency from June 6th Board meeting, to be moved into the Technology refresh Internal Service Fund and then implemented with approved appropriations in the FY 2023-24 Budget.

Attachments:

Attachment A – Veteran Services

Attachment B – Technology Refresh Internal Service Fund

**COUNTY OF MONO
 APPROPRIATION TRANSFER REQUEST**

Department Name:	CAO	Date:	6/21/2023
Prepared by:	Megan Chapman	Phone:	760-924-1836

Action Type -
 Line Item Increase: + **Make sure revenue increases and use of fund balance are negative in the adjustment column
 Line Item Decrease: - **Make sure expenditure decreases are negative in the adjustment column

Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+	XXX-XX-XXX-XXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
-	100-26-074-32500	Professional & Specialized Services	\$253,214.00	(\$15,000.00)	\$238,214.00
+	100-55-073-47010	CONTRIBUTIONS TO OTHER GOVERNMENT	\$50,000.00	\$15,000.00	\$65,000.00

Total (Must equal \$0) \$0.00

Explanation

Please address the following for the Budget adjustment requested: (Attach memo if necessary)

1 - Why was this not anticipated at time of Budget Development?

Budgets for both Veteran Services and Agriculture Commission were created based on projections. Actual expenditures for FY 2022-23 came in above budget for Veteran Services and below Budget for Agriculture Commission. The Budget adjustments allows for payment to be made for Veteran Services without impacting General Fund.

2 - Why are funds available for the budget adjustment?

Actual expenditures for FY 2022-23 came in above budget for Veteran Services and below Budget for Agriculture Commission.

3 - Is this a non-recurring event or should this be reflected in next years budget?

recurring - Veteran Services budget continues to increase and will need a larger budget for FY 2023-24

Budget Request detail

<input type="checkbox"/> Board Approval not required	<input type="checkbox"/> Revenue increase/decrease
<input checked="" type="checkbox"/> Board Approval required	<input checked="" type="checkbox"/> Appropriation increase/decrease
<input type="checkbox"/> Request for Contingency	

1. Department Head - Signature	2. Budget Office - Signature
--------------------------------	------------------------------

	<i>Megan M. Chapman</i>
--	-------------------------

3. Finance Director - Signature	4. CAO Office - Signature
---------------------------------	---------------------------

--	--

Budget Transfer Request 2022-07-01

COUNTY OF MONO
APPROPRIATION TRANSFER REQUEST

Department Name:	CAO	Date:	6/26/2023
Prepared by:	Megan Chapman	Phone:	760-924-1836

Action Type -

Line Item Increase: + **Make sure revenue increases and use of fund balance are negative in the adjustment column

Line Item Decrease: - **Make sure expenditure decreases are negative in the adjustment column

Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+	XXX-XX-XXX-XXXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
-	100-10-071-60010	Operating Transfers Out	\$10,319,727.00	\$95,000.00	\$10,414,727.00
+	653-17-150-18100	Operating Transfers In	\$51,493.00	(\$95,000.00)	\$146,493.00
Total (Must equal \$0)				\$0.00	

Explanation

Please address the following for the Budget adjustment requested: (Attach memo if necessary)

1 - Why was this revenue not anticipated at time of Budget Development?

The project to install security access control services was included as an adjustment to the FY 2022-23 Budget on 6/6/23, but the work will not be done until after July 1, 2023. The work will be managed by the Mono County Technology Internal Service Fund. This adjustment will transfer the cash approved by the board on 6/6/23 from the General Fund to Fund 653 and allow for the work to be completed after July 1 2023.

2 - Why are funds available for the budget adjustment?

The use of contingency was approved by the board for on 6/6/23 for Johnson Controls International for the provision of security access control services.

3 - Is this a non-recurring event or should this be reflected in next years budget?

non-recurring

Budget Request detail

Board Approval not required

Revenue increase/decrease

Board Approval required

Appropriation increase/decrease

Request for Contingency

1. Department Head - Signature	2. Budget Officer - Signature
	<i>Megan M. Chapman</i>
3. Finance Director - Signature	4. CAO - Signature



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

Departments: County Administrative Office

TIME REQUIRED

SUBJECT FY 2023-24 Budget Adjustments

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Four budget adjustments are needed to execute Board approved services that fall in the 2023-24 Fiscal Year.

RECOMMENDED ACTION:

Approve budget adjustments for FY 2023-24 as requested or amended, (4/5 vote required).

FISCAL IMPACT:

Appropriates carryover balance in Local Assistance Fund 194 in the amount of \$175,000 for the purchase of heart rate monitors approved by the Board on July 11, 2023. Moves appropriations of \$250,000 for storm repairs from the Road Fund to Disaster Assistance Fund with funding from FEMA and CalOES. Increases approved appropriations in the Technology Internal Service Fund by \$152,715 for implementation of security measures using carryover balance. Increases approved appropriations in Local Assistance Fund 194 for the loan to the Bridgeport Public Utility District. The preliminary budget remains legally balanced.

CONTACT NAME: Megan Chapman

PHONE/EMAIL: 7609241836 / mchapman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report - FY 2023-24 Budget Adjustments
<input type="checkbox"/> 1. FY 2023-24 Appropriation Transfer Request Heart Monitors
<input type="checkbox"/> 2. FY 2023-24 Appropriation Transfer Request Form 2023-24 Road to Disaster Assistance
<input type="checkbox"/> 3. FY 2023-24 Appropriation Transfer Request Form JCI contract
<input type="checkbox"/> 4. FY 2023-24 BP PUD Loan

History

Time	Who	Approval
7/13/2023 1:08 PM	County Counsel	Yes
7/13/2023 3:02 PM	Finance	Yes
7/13/2023 3:03 PM	County Administrative Office	Yes



BOARD OF SUPERVISORS

CHAIR

Rhonda Duggan / District 2

VICE CHAIR

John Peters / District 4

Bob Gardner / District 3

Lynda Salcido / District 5

Jennifer Kreitz / District 1

July 18, 2023

To: Mono County Board of Supervisors

From: Megan Chapman, Budget Officer

RE: FY 2023-24 Preliminary Budget adjustments

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Chris Mokracek (Interim)

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL

SERVICES

Bryan Bullock

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION

TECHNOLOGY

Milan Salva (Interim)

PROBATION

Karin Humiston

PUBLIC HEALTH

Kathy Peterson (Interim)

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

Strategic Plan Focus Areas Met

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

Four budget adjustments are needed to execute board approved services from Budget workshop in the FY 2023-24 Preliminary Budget. One for an increase in appropriations for Heart Rate monitors for price increase, one to increase revenues and expenditures for Storm Repairs in Disaster Assistance Fund, one for implementation of security control measures and one for an execution of a loan to Bridgeport Public Utility District.

1. Fund 194 Local Assistance appropriation increase of \$175,000 for purchase of heart rate monitors, \$100,000 from appropriations in FY 2023-24 and \$75,000 from Fund balance.
2. Fund 179 Disaster Assistance increase in appropriations for storm related repairs \$250,000 from revenue increases from Federal and State sources. Remove appropriations for storm related repairs in Road Fund.
3. Technology Internal Service Fund 653 appropriations increase of \$152,725 for implementation of security controls by Johnson Control International.
4. Fund 194 Local Assistance appropriation increase of \$1,000,000 for loan to Bridgeport Public Utility District.

Attachments:

Attachment A – Heart rate monitors

Attachment B – Storm repairs

Attachment C – Johnson Control Security controls

Attachment D – Bridgeport Public Utility District loan

COUNTY OF MONO
APPROPRIATION TRANSFER REQUEST

Department Name:	CAO	Date:	6/26/2023
Prepared by:	Megan Chapman	Phone:	760-924-1836

Action Type -
 Line Item Increase: + **Make sure revenue increases and use of fund balance are negative in the adjustment column
 Line Item Decrease: - **Make sure expenditure decreases are negative in the adjustment column

Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+	XXX-XX-XXX-XXXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
-	194	Use of Fund Balance not used 22-23		(\$175,000.00)	
+	194-10-001-53030	Capital Equipment \$5,000	\$110,000.00	\$175,000.00	\$210,000.00
Total (Must equal \$0)				\$0.00	

Explanation

Please address the following for the Budget adjustment requested: (Attach memo if necessary)

1 - Why was this revenue not anticipated at time of Budget Development?
 One time Local Assistance funds was appropriated for Heart rate monitors in the amount of \$100,000. The purchase was delayed due to price increase and as not made before July 1, 2023. Therefore the appropriations need to be added to the Preliminary Budget

2 - Why are funds available for the budget adjustment?
 The Mono County Board approved the purchase of Heart Rate monitors for \$100,000 from one-time funding on 5/2/23 and approved spending in the FY 2022-23 Budget on 6/1/2023. Because the purchase was not made before July 1st the approved appropriations with use of fund balance need to be moved into the FY 2023-24 Budget.

3 - Is this a non-recurring event or should this be reflected in next years budget?
 non-recurring

Budget Request detail

<input type="checkbox"/> Board Approval not required	<input type="checkbox"/> Revenue increase/decrease
<input checked="" type="checkbox"/> Board Approval required	<input type="checkbox"/> Appropriation increase/decrease
<input type="checkbox"/> Request for Contingency	

1. Department Head - Signature	2. Budget Officer - Signature
	<i>Megan M. Chapman</i>
3. Finance Director - Signature	4. CAO - Signature

Budget Transfer Request 2022-07-01

**COUNTY OF MONO
APPROPRIATION TRANSFER REQUEST**

Department Name:	CAO	Date:	6/26/2023
Prepared by:	Megan Chapman	Phone:	760-924-1836

Action Type -
 Line Item Increase: + **Make sure revenue increases and use of fund balance are negative in the adjustment column
 Line Item Decrease: - **Make sure expenditure decreases are negative in the adjustment column

Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+	XXX-XX-XXX-XXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
+	180-31-725-18100	Operating Transfers In	\$772,033.00	\$250,000.00	\$522,033.00
-	180-31-725-31400	Building Land Maintenance and repairs	\$250,000.00	(\$250,000.00)	\$0.00
+	179-10-001-15806	FEMA Revenue	\$0.00	(\$187,500.00)	\$250,000.00
+	179-10-003-15095	Cal OES Revenue	\$0.00	(\$46,875.00)	\$250,000.00
-	179-10-001-31400	Building Land Maintenance and repairs	\$0.00	\$250,000.00	\$250,000.00
+	179	Fund Balance 179		(\$15,625.00)	
-	194-10-001-60100	Operating Transfers out	\$530,000.00	\$250,000.00	\$280,000.00
+	194	Fund Balance 194		(\$250,000.00)	
Total (Must equal \$0)				\$0.00	

Explanation

Please address the following for the Budget adjustment requested: (Attach memo if necessary)

1 - Why was this revenue not anticipated at time of Budget Development?
 One time Local Assistance funds was appropriated for Storm repairs in the amount of \$250,000. This is no longer needed due to an increase in FEMA(Federal Emergency Management Agency) funding and CDAA (California Disaster Assistance Act) Additionally, further explanation for uses made the appropriate assignment of funds change from Road Fund 180 to Disaster Assistance Fund 179. The appropriations will still be used for the same purpose.

2 - Why are funds available for the budget adjustment?
 State and Federal revenues for Disaster assistance have made the use of fund balance from 194 not necessary at amount of \$250,000.

3 - Is this a non-recurring event or should this be reflected in next years budget?
 non-recurring

Budget Request detail
 Board Approval not required
 Board Approval required
 Request for Contingency
 Revenue increase/decrease
 Appropriation increase/decrease

1. Department Head - Signature	2. Budget Officer - Signature
	<i>Megan M. Chapman</i>
3. Finance Director - Signature	4. CAO - Signature

COUNTY OF MONO
APPROPRIATION TRANSFER REQUEST

Department Name:	CAO	Date:	6/26/2023
Prepared by:	Megan Chapman	Phone:	760-924-1836

Action Type -
 Line Item Increase: + **Make sure revenue increases and use of fund balance are negative in the adjustment column
 Line Item Decrease: - **Make sure expenditure decreases are negative in the adjustment column

Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+	XXX-XX-XXX-XXXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
+	653-17-150-53030	Capital Equipment \$5000+	\$115,000.00	\$152,715.00	\$267,715.00
		Use of Fund Balance		(\$152,715.00)	
Total (Must equal \$0)				\$0.00	

Explanation

Please address the following for the Budget adjustment requested: (Attach memo if necessary)

1 - Why was this revenue not anticipated at time of Budget Development?
 This is project to install security access control services was included as an adjustment to the FY 2022-23 Budget on 6/6/23, but the work will not be done untill after July 1, 2023. The work will be performed by the Mono County IT department through the tech refresh program, this adjustment increases appropriations for Fund 653 by \$152,715 in the FY2023-24 Preliminary Budget so that the seurity access controls can be installed in FY2023-24.

2 - Why are funds available for the budget adjustment?
 Funds were appropriated for this work in the FY 2022-23 Budget, but given the timing of the contract the appropriations need to be moved to FY 2023-24.

3 - Is this a non-recurring event or should this be reflected in next years budget?
 non-recurring

Budget Request detail
 Board Approval not required Revenue increase/decrease
 Board Approval required Appropriation increase/decrease
 Request for Contingency

1. Department Head - Signature	2. Budget Officer - Signature
	<i>Megan M. Chapman</i>
3. Finance Director - Signature	4. CAO - Signature

Budget Transfer Request 2022-07-01

**COUNTY OF MONO
APPROPRIATION TRANSFER REQUEST**

Department Name:	CAO	Date:	7/13/2023
Prepared by:	Megan Chapman	Phone:	760-924-1836

Action Type -
 Line Item Increase: + **Make sure revenue increases and use of fund balance are negative in the adjustment column
 Line Item Decrease: - **Make sure expenditure decreases are negative in the adjustment column

Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+	XXX-XX-XXX-XXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
+	194-10-001-33135	Spec Dept - Loan Disbursements	\$100,000.00	\$1,000,000.00	\$1,100,000.00
		Use of Fund Balance		(\$1,000,000.00)	
Total (Must equal \$0)				\$0.00	

Explanation

Please address the following for the Budget adjustment requested: (Attach memo if necessary)
1 - Why was this revenue not anticipated at time of Budget Development?

This is the roll forward of Board approved Loans to special districts from FY 2022-23 to FY 2023-24. There is only one potential loan at this time so \$1,000,000 is included in the Preliminary FY 2023-24 Budget with this adjustment

2 - Why are funds available for the budget adjustment?

Funds appropriated to the FY 2022-23 Budget for Utility loans to Districts were not included in the Preliminary. This adjustment will allow for loan to be issued to the Bridgeport PUD for 1 million after July 1 2023.

3 - Is this a non-recurring event or should this be reflected in next years budget?

non-recurring

Budget Request detail

<input type="checkbox"/> Board Approval not required	<input type="checkbox"/> Revenue increase/decrease
<input checked="" type="checkbox"/> Board Approval required	<input type="checkbox"/> Appropriation increase/decrease
<input type="checkbox"/> Request for Contingency	

1. Department Head - Signature	2. Budget Officer - Signature
	<i>Megan M. Chapman</i>
3. Finance Director - Signature	4. CAO - Signature

Budget Transfer Request 2022-07-01



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

Departments: Community Development

TIME REQUIRED PUBLIC HEARING: 30 minutes

PERSONS Brent Calloway, Principal Planner

SUBJECT PUBLIC HEARING: General Plan
Amendment 23-002

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Public hearing regarding General Plan Amendment 23-002 which includes technical changes to define "single room occupancy," explain dual land use designations, and minor modifications to building height, setbacks, animal standards, development credits, short-term rentals, and development standards for manufactured homes. An Addendum to the 2015 General Plan Environmental Impact Report is proposed under the California Environmental Quality Act (CEQA).

RECOMMENDED ACTION:

Adopt proposed resolution, certifying the CEQA Addendum and approving the General Plan Amendment with any desired modifications. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Brent Calloway

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
GPA 23-02
Planning Commission Resolution
Planning Commission Staff Report
EIR Addendum GPA 23-02
Public Hearing Notice

History

Time	Who	Approval
7/12/2023 1:47 PM	County Counsel	Yes
7/11/2023 3:33 PM	Finance	Yes
7/13/2023 7:45 AM	County Administrative Office	Yes

Mono County Community Development Department

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

Planning Division

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

July 18, 2023

To: Mono County Board of Supervisors
From: Brent Calloway, Principal Planner
Re: General Plan Amendment 23-02: Cleanup

BACKGROUND

Throughout the year, Community Development catalogs various needs for clarifications or minor modifications to the General Plan identified during standard project processing. General Plan Amendment (GPA) 23-02 proposes minor modifications to the General Plan (see Attachment A). The proposed GPA adds a definition and permitted land use for “single room occupancy” as required under State Housing Element Law and includes minor technical corrections to the Land Use Element intended to ensure consistency and add clarification language or more detail to existing sections. The proposed amendments do not represent major changes to existing policy. This GPA also includes a policy change regarding manufactured home standards throughout the county, with specific applications in the Antelope Valley and Lee Vining communities as recommended by their respective RPACs.

The proposed amendment was presented to the Regional Planning Advisory Committees, including Antelope Valley, Bridgeport Valley, Mono Basin, Long Valley, and June Lake. In accordance with SB18, requests for tribal consultation were sent in March 2023 to the current list obtained from the Native American Heritage Commission.

ENVIRONMENTAL ANALYSIS

An addendum (Attachment D) to the Mono County 2015 General Plan Final Environmental Impact Report (EIR) was prepared for this project under CEQA Section 15164(a), which states an addendum to a previously certified EIR may be prepared if some changes or additions are necessary but none of the conditions described in Section 155162 calling for the preparation of a subsequent EIR have occurred. The addendum analyzes whether any of the conditions calling for a subsequent EIR have occurred and concludes they have not.

NOTICING AND PUBLIC COMMENT SECTION

The proposed amendment was presented to the Regional Planning Advisory Committees, including Antelope Valley, Bridgeport, Mono Basin, Long Valley and June Lake. RPAC discussion and recommendations were incorporated into the proposed amendment. In accordance with SB18, requests for tribal consultation were sent in March 2023 to the current list of contacts obtained from the Native American Heritage Commission. No requests for consultation have been received. The proposed amendment was brought to the Planning Commission as a noticed public hearing on May 18, 2023. No public comments were received at the Planning Commission hearing. Notice of this public hearing was published in the July 8, 2023, edition of The Sheet (see Attachment E). No public comments have been received.

PLANNING COMMISSION

The Planning Commission deliberated the language for several of the proposed changes to the short-term rental policies. The outcome of the deliberations resulted in the Planning Commission rejecting proposed language that would have provided additional short term rental policy guidance regarding the relationship between principal and accessory dwellings in the context of owner-occupied short-term rentals. The Commission felt that existing language was sufficient to interpret the policy and felt the proposed additional language potentially did not fit within the definition of a minor

technical correction. Additionally, the Planning Commission recommended additional clarification language to the proposed language limiting short-term rentals to a single party. No other changes to the proposed text were recommended by the Planning Commission (see attachments B & C).

PART 1 – DEFINITION & PERMITTED USE CHANGE REQUIRED BY STATE LAW

This modification is required under State Housing Element Law

Add the following definition to Chapter 2 “Definitions” of the General Plan’s Land Use Element

02.1042 Single Room Occupancy

“Single room occupancy” (SRO) means a facility providing six or more dwelling units where each unit has a minimum floor area of one hundred fifty (150) square feet and a maximum floor area of four hundred (400) square feet. These dwelling units may have kitchen or bathroom facilities and shall be offered on a monthly basis or longer. SROs are a land use similar to apartments and condominiums.

*Single room occupancy units are allowed outright when associated with transitional and supportive housing.

Part 2 – MINOR TECHNICAL REVISIONS

The amendment proposes minor technical changes as part of the annual cleanup of the General Plan for Planning Commission consideration. The following is a summary of the proposed technical corrections and clarifications to the Land Use Element proposed as part of this amendment with the full redline text provided in Attachment C:

Chapter 2 - Definitions

- Add language to 02.705 Land Use Designations: Please see “Section IV. Land Use Designations” for an explanation of dual, split, and mixed (MD) land use designations.

Chapter 4 - General

- Remove “chimneys” in 04.110 from the list of uses permitted under a Director Review (DR) permit at a height greater than 35 feet, which is consistent with Table 04.010: Building Height Requirements. Chimneys do not require a DR for a height greater than 35 feet.
- Remove note after Table 04.120 requiring 30-foot front, side and rear yards required by State law on all lots greater than one acre regardless of the land use designation. New Board of Forestry/CalFire regulations went into effect on April 1, 2023, requiring a 30-foot setback on all parcels on all sides.
- Add language note after Table 04.120 indicating subject to CalFire setback standards. In the case of contradictory standards, the more restrictive setback shall apply.
- Revise 04.281 Guesthouse language to clarify that a guesthouse shall not be used for rental.
- Renumber ‘04.360 Inactive Projects’ as ‘04.350’
- Table 04.030 Animal Standards is updated to clarify regulations for RM and MU properties and to clarify distance separation requirements.
- Add language to 04.280.E.1. per AVR PAC & MBR PAC recommendation stating manufactured homes with a width of less than 20 feet are considered consistent with community character and design guidelines in the Antelope Valley and the community of Lee Vining and clarifying language about foundation requirements.
- Modify 04.280.E.2. revising the foundation and design standards for manufactured homes to be consistent with state law and minimum California Building Code standards.

Chapter 12 – Development Credits

- Revise section numbers for uniformity with chapter index. Remove unused “Scope” section from index.
- Add language to reference the Development Credit Map and to clarify that policies specific to an area can be found in the area plans.
- Add language D.i-ii to section 12.040 clarifying the development credit plan process.
- Add footnotes to 12.050 - Clustering to provide background and intent of the Development Credit Program.

Chapter 23 – Dark Sky Regulations

- Add language to clarify preferred LED light temperatures.
- Remove language referencing incandescent light bulbs.
- Add table 23.050.E to determine conversions between watts and lumens.

Chapter 25 – Short-Term Rentals

- Add the following provisions to 25.015 General Requirements and Applicability:
E – Language as modified by the Planning Commission that clarifies all short-term rentals are limited to a single party of individuals consistent with the approved short term rental permit.
F – Language referencing Chapter 16 and clarifying that Chapter 16 governs the eligibility of accessory dwelling units for short-term-rentals.

County-Wide Land Use Policies

- Add new Action 1.A.2.d. indicating the County will request input and will-serve letters from applicable special districts but if a timely response is not received, ministerial permits will be issued in a timely manner in accordance with standard procedures.
- Remove Actions requiring that a will-serve letter must be issued in Mono Basin, Long Valley, and Tri-Valley area plans: 10.F.1.a, 23.A.2.a, 26.A.4.d and 26.C.4.b. Coordination shall still occur per Action 1.A.2.d. above.

The Board of Supervisors may adopt the Ordinance and Resolution certifying the CEQA Addendum and approving the General Plan Amendment, with any desired modifications (see Attachment F).

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

ATTACHMENTS

- A. Proposed General Plan Amendment 23-02 – redline version
- B. Planning Commission Resolution R23-04 recommending the Board of Supervisors adopt GPA 23-02
- C. Planning Commission Staff Report (5/18/23)
- D. Addendum to the General Plan EIR
- E. Public Hearing notice
- F. Ordinance & Resolution adopting GPA 23-002

2023 General Plan Amendment – Redline Changes

Planning Commission changes shown in purple.

Definition and Permitted Use Change Required by State Law

This modification is required under State Housing Element law. Definition and permitted uses added to Land Use Designations.

02.1042 Single Room Occupancy

“Single room occupancy” means a facility providing six or more dwelling units where each unit has a minimum floor area of one hundred fifty (150) square feet and a maximum floor area of four hundred (400) square feet. These dwelling units may have kitchen or bathroom facilities and shall be offered on a monthly basis or longer.

Added to MFR-L, MFR-M, MFR-H, C, CL-L, CL-H, MU

PERMITTED USES

- Transitional and Supportive Housing **including Single Room Occupancy facilities.**

Technical Corrections

These modifications are intended to clarify language or add more detail to existing sections. They do not represent major changes to existing policy.

Chapter 2 - Definitions

02.705 Land use designation.

“Land use designation” is a general category or class of land use activity (e.g., “residential,” “commercial” or “industrial”) that is permitted to occur on specific parcels of land in the unincorporated area of the county that have been duly assigned that designation by the County pursuant to this Land Use Element of the General Plan. Land use designations are generally described in Section IV of this Land Use Element and their specific assignments to individual parcels of land in the unincorporated area of the county are depicted in the Land Use Maps available at <https://monomammoth.maps.arcgis.com>. Because assigned land use designations essentially create regulatory boundaries or areas within which certain permitted uses may occur, parcels of land are sometimes described under these Land Development Regulations as being located within their assigned land use designations. Except as otherwise expressly provided by these Land Development Regulations, no land may be developed or used except in the manner permitted by its assigned designation (see Section 01.060 of these Land Development Regulations). **Please see “Section IV. Land Use Designations” for an explanation of dual, split and mixed designation (MD) land use designations.**

Chapter 4 - General

04.110 Building height.

D. Exceptions to Height Limitations:

2. Director Review: The following uses shall be permitted at a height greater than 35 feet subject to Director Review and approval: chimneys, silos, cupolas, flag poles, wind generation towers, monuments, natural gas storage holders, personal radio and other similar towers, water tanks, church steeples and similar structures and mechanical appurtenances that are permitted in a designation. In cases where the additional height might result in substantial detrimental effects on the enjoyment and use of surrounding properties, a use permit will be required but shall not exceed 60 feet, except for wind generation towers.

TABLE 04.120: MINIMUM YARDS

LUD	Front	Rear	Side
SFR <1 acre	20'	10'	10'
SFR >1 acre	30'	30'	30'
ER <1 acre	50'	10'	10'
ER >1 acre	50'	30'	30'
RR <1 acre	50'	10'	10'
RR >1 acre	50'	30'	30'
RU	30'	30'	30'
RMH <1 acre	20'	10'	10'
RMH >1 acre	30'	30'	30'
MFR <1 acre	20'	10'	10'
MFR >1 acre	30'	30'	30'
MU <1 acre	10'	5'	10'
MU >1 acre	30'	30'	30'
CL	10'	5'	0'
C	10'	5'	0'
SC	10'	5'	0'
IP	20'	10'	10'

RM	50'	30'	30'
AG	50'	50'	50'
NHP	30'	30'	30'
OS	50'	30'	30'

~~NOTE: 30 foot front, side and rear yards is required by State law on all lots greater than one acre regardless of the land use designation.~~ Subject to CalFire setback standards. In the case of contradictory standards, the more restrictive setback shall apply.

04.281 Guesthouses.

“Guesthouse” means an accessory use to a residence that may contain living and sleeping spaces, including bathrooms, but shall not contain facilities for the cooking of food.

A guesthouse shall not be used ~~as an Accessory Dwelling Unit~~ for rental whether compensation is direct or indirect.

As a condition of approval, the owner shall record a “Declaration of Restriction” limiting the use of the unit to that of a bona fide guesthouse. Said covenant shall include an accurate site plan showing all improvements and clearly indicate the guesthouse.

Guesthouses exceeding 640 sq. ft. or on parcels less than one acre, will be subject to Director Review. Guesthouses exceeding 1,400 sq. ft. will be subject to a use permit.

~~04.360~~ **50 Inactive Projects.**

TABLE 04.030: ANIMAL STANDARDS

Zone District	Minimum Lot Area Required	Animal Units Permitted	Distance Separation Requirements
ER RR	10,000 sq. ft.	Less than one acre: one unit per 10,000 sq. ft. of lot area with Director Review with Notice 1-10 acres: one unit per 10,000 sq. ft. of lot area. >10 acres: no limit	No requirements in OS, PF, AG Except for movement on and off the property, animals shall not be kept, maintained or used in any other way, inside or outside any structure within 50’ of those portions of any structure used for human occupancy, assembly or habitation,

RMH AG PF OS RM	10,000 sq. ft.	10 acres or less: one unit per 10,000 sq. ft. >10 acres: no limit	other than the residence of the owner or keeper of such animals.
SFR MU	20,000 sq. ft.	Two units per 20,000 sq. ft. of lot area with Director Review with Notice >1 acre: one unit per 10,000 sq. ft. of lot area.	

Distance Separation Requirements

No requirements in OS, PF, AG.

Except for movement on and off the property, animals shall not be kept, maintained or used in any other way, inside or outside any structure within 50' of those portions of any structure used for human occupancy, assembly or habitation, other than the residence of the owner or keeper of such animals.

Chapter 12 – Development Credits

Sections:

- 12.010 Background.
- 12.020 Purpose and Intent.
- 12.030 Definitions
- 12.040 ~~Scope.~~ Development Credits Program Provisions
- 12.050 Clustering
- ~~12.060~~

12.010 Background.

Agriculture is an important component of the Mono County economy and cultural identity. The landowners of two valleys in particular, Bridgeport and Hammil, have expressed a strong desire to preserve their agriculturally designated lands. In these regions, a development credit program was crafted in the 1980s that allocated a fixed number of development credits to each parcel of agriculturally designated land based upon the total acreage of the individual parcel, or the total aggregated acreage of each individual landowner. Historically a “ledger” of development credits was maintained by the Community Development Department. This ledger is no longer maintained, as the number of development credits is tracked for each parcel directly on the Land Use Designation maps and a Development Credit map. Previously, the Area Plans for Bridgeport and Hammil valleys have described the Development Credits program. Policies specific to those regions as well as the Bodie Hills, can still be found in their respective Area Plans. This chapter was created during the 2013 General Plan Update to better organize information regarding the existing development credit program and facilitate expanded agriculture preservation policies.

12.010 20 Purpose and Intent.

The purpose of the Development Credits program is to:

- Implement the policies of the General Plan, including the area plans of the Hammil Valley, Bridgeport Valley, and Bodie Hills.
- Encourage the continuation of agricultural production.
- Ensure the retention of parcels sized large enough for viable agricultural production by allowing a process to transfer the development potential of large parcels to smaller parcels, clustered in appropriate locations.

12.020 30 Definitions.

Development Credit: One development credit permits the construction of one single-family residence. Accessory Dwelling Units, pursuant to Chapter 16 of the Mono County Land Development Regulations, shall not be considered as a development credit.

Exclusive Agriculture: A land use designation given to a parcel that has no remaining development credits.

Cluster development: The concentration of detached single-family residences onto smaller lots than ordinarily permitted by the base designation, while not exceeding the permitted density for the total acreage being considered. This permits optimum use of the land; i.e., responding to site constraints by clustering away from the area of sensitivity or high agricultural value, yet not decreasing the allowable density.

12.040 Scope Development Credits Program Provisions.

The following development credit program provisions are applicable to all Agriculture land use designations with the DC suffix on the Land Use Designation maps (see <https://monomammoth.maps.arcgis.com>).

A. Residential Development

One development credit permits the construction of one single-family residence. Accessory Dwelling Units, pursuant to Chapter 16 of the Mono County Land Development Regulations, shall be permitted and shall not be considered as a development credit.

B. Subdivision Potential

Development credits shall be considered in the subdivision process. Parcels with multiple development credits may, through the subdivision process, cluster parcels smaller than otherwise allowed by the land use designation in appropriate locations. The total number of development credits allocated to a parcel equals the total number of developable parcels that may be created.

C. Minimum Parcel Size and Designation

1. In the Bridgeport Valley and Bodie Hills, no parcel may be created less than one acre in size.
2. In the Hammil Valley, no parcel may be created less than 10 acres in size.

Parcels created through the subdivision process that are less than the minimum allowed parcel size for the AG designation shall be redesignated with the RR designation.

D. Development Credit Plan:

Applicants proposing boundary changes to parcels with assigned Development Credits should propose the reassignment and configuration as part of the project or boundary adjustment.

- i. It is the applicant's responsibility to propose the redistribution of assigned DCs in a new planning permit that proposes to alter parcel boundaries/ parcels.
- ii. If the applicant fails to propose the redistribution/ reassignment, staff will use a proportionality principle according to acreage and initial DC assignments, to redistribute.

E. Farm Labor Housing

Exclusive farm labor housing is allowed without consideration of development credits on parcels that support ongoing agricultural operations.

F. Exclusive Agriculture

1. One Exclusive Agriculture parcel per map may be created through the subdivision process.
2. Exclusive Agriculture parcels will be noted on the Land Use Designation maps at <https://monomammoth.maps.arcgis.com> as AG parcels with the EX suffix.
3. Exclusive Agriculture parcels of 160 or more acres are permitted one single-family dwelling and one Accessory Dwelling Unit pursuant to Chapter 16 of the Mono County Land Development Regulations.
4. Exclusive Agriculture parcels shall not be further subdivided, decreased in size by a lot line adjustment, or merged with nonexclusive agriculture parcels.
5. Exclusive Agriculture parcels may be enlarged through lot line adjustment or merger only when the larger parcel will remain completely with the Exclusive Agriculture designation.

12.060 50 Clustering.

Wherever feasible, residential development shall occur on clustered parcels of the minimum parcel size allowed by each community. The location of the residential clusters shall be guided by the following policies:

- a. Adjacent to existing residential development (if feasible);
- b. A buffer may be required in consultation with adjacent agricultural landowners;
- c. Avoiding steep slopes and fault hazard areas;
- d. Avoiding wetlands and areas subject to flooding;
- e. Away from visually sensitive areas, such as ridgelines or along scenic highways;
- f. Minimizing impacts to wildlife including migrating deer, sage grouse, etc.;
- g. Minimizing impacts to cultural resource sites;
- h. Proximate to existing access and utilities (if feasible);
- i. On soils of sufficient structural and sanitary waste disposal capabilities.
- j. To avoid impacts to irrigated land; and
- k. On soils rated Class II or poorer by the Soil Conservation Service land use capability classifications.

FOOTNOTES: The Development Credit program was incorporated into area plan policies of the General Plan and implemented a process and formula for assigning credits. Development credits were assigned in accordance

with the total acreage under a single ownership. The total number of development credits were assigned in accordance with the following rules:

- a. For lands under a single ownership which total ten (10) acres or less, one (1) development credit was assigned.
- b. For lands under a single ownership which total forty (40) acres or less, one (1) development credit was assigned for each ten (10) acres.
- c. For lands under a single ownership which total more than forty (40) acres, four (4) development credits were assigned for the first forty (40) acres, and one additional development credit was assigned for each additional forty (40) acres, or portion thereof greater than ten (10) acres.

Chapter 23 – Dark Sky Regulations

23.050.E. Fixture Types. All new outdoor lighting shall use full cutoff luminaires with the light source downcast and fully shielded with no light emitted above the horizontal plane and a preferred temperature of 2300K, and not to exceed 3000K, with the following exceptions:

1. Fixtures that have a maximum output of 100 lumens (~~equivalent to one 10-watt incandescent bulb~~) or less, regardless of the number of bulbs, may be left unshielded provided the bulb surfaces are obscured from off-site visibility with a semi-translucent or frosted glass that has an opaque top to prevent the light from shining directly up. However, partial or full shielding is preferred to control light output in all situations.
2. Fixtures that have a maximum output of 600 lumens (~~equivalent to one 40-watt incandescent bulb~~) or less shall be partially or totally shielded using a solid or semi-translucent barrier, provided that the lamp is not visible from off site, no direct glare is produced, and the fixture has an opaque top to keep light from shining directly up; e.g., a low output-style wall pack.
3. Floodlights that do not meet the definition of “full cutoff” may be used if permanently directed downward, if no light is projected above the horizontal plane, and if fitted with external shielding to prevent glare and off-site light trespass. Unshielded floodlights are prohibited.

Table 23.050.E shall be used to determine conversions between watts and lumens:

Incandescent bulb (12-18 lm/W)	Lumens (lm)	LED bulb (90 lm/W)	Halogen (23 lm/W)
25 W	300-450 lm	3-5 W	15-22 W
40 W	480-720 lm	5-8 W	23-35W
60 W	720-1080 lm	8-12 W	35-52 W
75 W	900-1350 lm	10-15 W	44-65 W

Table 23.050.E

Incandescent bulb (12-18 lm/W)	Lumens (lm)	LED bulb (90 lm/W)	Halogen (23 lm/W)
100 W	1200-1800 lm	14-20 W	58-87 W

Chapter 25 – Short-term Rentals

25.015 General Requirements and Applicability.

- A. This Chapter applies to short-term rental in any single-family unit with a land use designation(s) of SFR, ER, RR, or RMH in all communities except June Lake. In June Lake, this chapter applies only to SFR designations; short-term rentals in other residential land use designations in June Lake are not permitted.
- B. Short-term rentals covered by this Chapter are subject to a Use Permit (see Chapter 32) and a Short-Term Rental (STR) Activity Permit under Mono County Code Chapter 5.65 unless otherwise exempted.
- C. Unless explicitly stated otherwise in this Chapter, short-term rentals covered by this Chapter shall operate in compliance with this Chapter, Chapter 5.65 of the Mono County Code, and all applicable Area Plan policies, and must exhibit no reasonable opposition from neighbors within 500 feet of the subject parcel.
- D. Pursuant to Chapter 5.65 of the Mono County Code and the required Short-Term Rental Activity Permit, short-term rentals covered by this Chapter shall be specific to the owner and shall terminate upon a change of ownership.
- E. Rental is limited to a single party of individuals as consistent with an approved short-term rental permit.
- F. General Plan Land Use Element Chapter 16 – Accessory Dwelling Units governs the eligibility of accessory dwelling units for short-term rentals.

25.020 Establishment of Owner-Occupied Short-Term Rental

Owner-occupied short-term rentals require the owner to live on site, or the unit must be associated with an owner-occupied principal residence on the same parcel or a physically contiguous adjacent parcel. This rental includes an entire dwelling unit or, if only part of the unit, includes at a minimum a sleeping room (with shared full bathroom). ~~To ensure the short-term rental use is clearly subordinate to the primary use of the property, rental of the entire primary residential unit while the owner lives in an on-site ADU is prohibited. The owner is required to be present during the rental.~~

Action 13.M.1.h. Owner-Occupied and Not-Owner-Occupied rentals may be permitted in the Leonard Avenue neighborhood, except Skyline Drive, subject to discretionary permit(s) for short-term rentals and June Lake Area Plan policies. Short-term rentals are prohibited on Skyline Drive.

General Plan Policies

Policy 1.A.2. Assure that adequate public services and infrastructure are available to serve planned development.

Action 1.A.2.a. Require that necessary services and facilities, including utility lines, are available or will be provided as a condition of approval for proposed projects.

Action 1.A.2.b. Require that new development projects adjacent to existing communities be annexed into existing service districts, where feasible.

Action 1.A.2.c. Through permit conditions and mitigation measures, require development projects to fund the public services and infrastructure costs of the development. In accordance with State law (Government Code § 53077), such exactions shall not exceed the benefits derived from the project.

Action 1.A.2.d. Request input and will-serve letters from applicable special districts for development projects, including planning and building permit applications. If a timely response is not received, ministerial permits shall be issued in a timely manner, in accordance with standard procedures. Staff will work with the special districts to resolve any issues with the application.

~~Mono Basin Area Plan: **Action 10.F.1.a.** Require development projects to obtain "will serve" letters from applicable service agencies.~~

~~Long Valley Area Plan: **Action 23.A.2.a.** Require development projects to obtain "will serve" letters from applicable service agencies.~~

~~Tri-Valley Area Plan: **Action 26.A.4.d.** New development projects, including subdivisions, shall comply with fire safe regulations and obtain "will serve" letters from the White Mountain Fire Protection District.~~

~~Tri-Valley Area Plan: **Action 26.C.4.b.** New development projects and subdivisions shall comply with fire safe regulations and obtain "will serve" letters from the Chalfant Valley Fire Department.~~

Manufactured Home Standards with RPAC recommendations

04.280 Placement of manufactured homes in conventional SFR areas.

These standards permit the placement of manufactured, factory-built or modular housing in all areas designated for conventional single-family residential dwellings: SFR, ER, RR, MFR-L, MU, RU, RM, AG and OS.

These building and architectural standards are intended to ensure visual compatibility with traditional single-family home construction (stick built). Before an installation permit is issued for any manufactured, factory-built or modular housing, plans shall be submitted in compliance with the following standards:

- A. A site plan in full compliance with the building permit application checklist.
- B. Evidence that the home is 10 years old or newer (except in RMH) and bears a seal of the US Department of Housing and Urban Development (HUD) certifying that HUD construction standards are met;
- C. Elevations showing the roof slope, roof materials, eave overhang and exterior siding materials;
- D. The unit must meet the designated wind, seismic and roof load requirements;
- E. In addition, the following standards shall apply except in the RMH land use designation:
 1. Have a minimum width of 20 feet or more. A minimum width less than 20 feet may be allowed when the home is generally consistent with community or countywide design guidelines. **Per the Antelope Valley and Mono Basin Regional Planning Advisory Committee's (RPAC's) recommendations, manufactured homes with a width of**

less than 20 feet are considered consistent with community character and design guidelines in the Antelope Valley and community of Lee Vining.

2. Be attached to a foundation that meets the same building code and seismic requirements as required for all other single-family residential structures in the county, and consists of either:

- a. A permanent perimeter foundation constructed of concrete or masonry, or
- b. A permanent and complete non-structural perimeter enclosure consisting of siding, skirting, or similar paneling on a non-load bearing frame that connects the unit to the ground with no gaps and meets the following requirements:
 - i. An appearance like a standard concrete or masonry foundation associated with a single-family residential structure. Examples of acceptable siding materials include, but are not limited to, masonry siding (such as Hardi Plank), adhered masonry veneer (i.e., river rock or ledger stone), and wood siding assemblies that meet Office of State Fire Marshal (OSFM) standards for Wildland Urban Interface (WUI) compliance.
 - ii. California Residential Code (CRC) standards.
- c. Sheet or corrugated metal, reflective materials, or other materials not resembling a concrete or masonry foundation typical of a traditional single-family residential structure are not acceptable.

3. Be covered with an exterior material customarily used for conventional dwellings and approved by the Mono County Building Division;



RESOLUTION R23-04

**A RESOLUTION OF THE MONO COUNTY PLANNING COMMISSION
INITIATING AND RECOMMENDING THAT THE BOARD OF SUPERVISORS
ADOPT GENERAL PLAN AMENDMENT (GPA) 23-02 – ANNUAL CLEANUP, IN
COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

WHEREAS, as an outcome of the annual General Plan review, several adjustments to the Land Use Element of the General Plan are proposed to make technical corrections, minor additions, and respond to changes in State law; and

WHEREAS, the Community Development Department conducted public outreach via the Regional Planning Advisory Committees, including Antelope Valley, Bridgeport, Mono Basin, Long Valley and June Lake to receive public input and community feedback on proposed amendment; and

WHEREAS, in accordance with the California Environmental Quality Act and CEQA Guidelines Section 15164, the final Environmental Impact Report for the 2015 Regional Transportation Plan, General Plan, Countywide Integrated Waste Management Plan, and Noise Ordinance Updates, and Repeal of the Conway Ranch Specific Plan was certified on December 8, 2015; and

WHEREAS, an Addendum to the 2015 Regional Transportation Plan (RTP)/General Plan Update Environmental Impact Report (EIR) was prepared for GPA 23-02; and

WHEREAS, on May 18, 2023, the Planning Commission held a duly noticed public hearing regarding GPA 23-02 – Annual Cleanup; and

WHEREAS, having reviewed and considered all the information and evidence presented to it, including public testimony, written comments, staff reports and presentations, the Planning Commission hereby resolves that the Board of Supervisors make required findings and adopt GPA 23-02 amending text in the General Plan Land Use Element.

NOW, THEREFORE, THE MONO COUNTY PLANNING COMMISSION HEREBY FINDS, RESOLVES, AND RECOMMENDS AS FOLLOWS:

SECTION ONE: The Planning Commission initiates General Plan Amendment 23-02.

SECTION TWO: Having reviewed and considered all the information and evidence presented to it, including public testimony, written comments, staff reports and presentations, the Planning Commission recommends the Board of Supervisors adopt the Addendum, finding that on the basis of the whole record, that there is no substantial evidence that the project will have a significant effect on the environment and that the Addendum reflects the lead agency's independent judgement and analysis.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

SECTION THREE: The Planning Commission finds that the General Plan Amendment, including all text changes to the Land Use Element of the Mono County General Plan, which are attached hereto as Exhibit A and incorporated herein by reference, is consistent with the General Plan as well as all applicable area plans.

SECTION FOUR: The Planning Commission further finds that the proposed area plan text amendments of GPA 23-02 are consistent with the countywide General Plan.

SECTION FOUR: The Planning Commission recommends that the Board of Supervisors adopt GPA 23-02 and certify the Addendum.

PASSED AND ADOPTED this 18th day of May 2023, by the following vote:

AYES: Lizza, Fogg, Bush, Robertson, Lagomarsini

NOES:

ABSENT:

ABSTAIN:

Roberta Lagomarsini, Chair

Attest:

Approved as to form:

Heidi Willson

Heidi Willson, Commission Secretary

Emily Fox, Deputy County Counsel

Exhibit A

Placeholder page for GPA 23-02 with any modifications .

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

Mono County Community Development Department

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

Planning Division

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

May 18, 2023

To: Mono County Planning Commission

From: Brent Calloway, Principal Planner
Rob Makoske, Planning Analyst

Re: General Plan Amendment 23-02: Cleanup

RECOMMENDATION

1. Conduct a public hearing on GPA 23-02, and receive any additional public comments;
2. Deliberate the project and additional public comments, and make any desired modifications; and
3. Following the public hearing and project deliberations, adopt Resolution R23-04 recommending that the Board of Supervisors certify an Addendum to the 2015 General Plan EIR and adopt GPA 23-02.

FISCAL IMPACT

No fiscal impact expected from the minor technical changes to the General Plan.

GPA 23-02: CLEANUP

BACKGROUND

Throughout the year, Community Development catalogs various needs for clarifications or minor modifications to the General Plan identified during standard project processing. General Plan Amendment (GPA) 23-02 proposes minor modifications to the General Plan. The proposed GPA adds a definition and permitted land use for "single room occupancy" as required under State Housing Element Law and includes minor technical corrections to the Land Use Element intended to ensure consistency and add clarification language or more detail to existing sections. The proposed amendments do not represent major changes to existing policy. This GPA also includes a policy change regarding manufactured home standards throughout the county, with specific applications in the Antelope Valley and Lee Vining communities as recommended by their respective RPACs.

The proposed amendment was presented to the Regional Planning Advisory Committees, including Antelope Valley, Bridgeport, Mono Basin, Long Valley, and June Lake. In accordance with SB18, requests for tribal consultation were sent in March to the current list obtained from the Native American Heritage Commission.

ENVIRONMENTAL ANALYSIS

An addendum (Attachment C) to the Mono County 2015 General Plan Final Environmental Impact Report (EIR) was prepared for this project under CEQA section 15164(a), which states an addendum, to a previously certified

EIR may be prepared if some changes or additions are necessary but none of the conditions described in section 155162 calling for the preparation of a subsequent EIR have occurred. The addendum analyzes whether any of the conditions calling for a subsequent EIR have occurred and concludes they have not.

NOTICING AND PUBLIC COMMENT SECTION

The proposed amendment was presented to the Regional Planning Advisory Committees, including Antelope Valley, Bridgeport, Mono Basin, Long Valley and June Lake. RPAC discussion and recommendations were incorporated into the proposed amendment. In accordance with SB18, requests for tribal consultation were sent in March to the current list of contacts obtained from the Native American Heritage Commission. No requests for consultation have been received. Notice of the proposed amendment and public hearing was published in the May 6 edition of The Sheet. No public comments have been received.

PART 1 – DEFINITION & PERMITTED USE CHANGE REQUIRED BY STATE LAW

This modification is required under State Housing Element Law

Add the following definition to Chapter 2 “Definitions” of the General Plan’s Land Use Element

02.1042 Single Room Occupancy

“Single room occupancy” means a facility providing six or more dwelling units where each unit has a minimum floor area of one hundred fifty (150) square feet and a maximum floor area of four hundred (400) square feet. These dwelling units may have kitchen or bathroom facilities and shall be offered on a monthly basis or longer.

*Single room occupancy units added to Multi-Family Residential (MFR-L, M, H), Commercial (C), Commercial Lodging (CL-L, H), and Mixed Use (MU) as outright permitted use.

Part 2 – MINOR TECHNICAL REVISIONS

The amendment proposes minor technical changes as part of the annual cleanup of the General Plan for Planning Commission consideration. The following is a summary of the proposed technical corrections and clarifications to the Land Use Element and Conservation/Open Space Element proposed as part of this amendment with the full redline text provided in Attachment C:

Chapter 2 - Definitions

- Add language to 02.705 Land Use Designations: Please see “Section IV. Land Use Designations” for an explanation of dual land use designations.

Chapter 4 - General

- Remove “chimneys” in 04.110 from the list of uses permitted under DR at a height greater than 35 feet, which is consistent with Table 04.010: Building Height Requirements. Chimneys do not require a DR for a height greater than 35 feet.
- Remove note after Table 04.120 requiring 30-foot front, side and rear yards required by State law on all lots greater than one acre regardless of the land use designation. New Board of Forestry/CalFire regulations went into effect on April 1, 2023, requiring a 30-foot setback on all parcels on all sides.
- Add language note after Table 04.120 indicating subject to CalFire setback standards. In the case of contradictory standards, the more restrictive setback shall apply.
- Revise 04.281 Guesthouse language to clarify that a guesthouse shall not be used for rental.
- Renumber ‘04.360 Inactive Projects’ as ‘04.350’
- Table 04.030 Animal Standards is updated to clarify regulations for RM and MU properties and to clarify distance separation requirements.

- Add language to 04.280.E.1. per AVRPAC & MBRPAC recommendation stating manufactured homes with a width of less than 20 feet are considered consistent with community character and design guidelines in the Antelope Valley and the community of Lee Vining and clarifying language about foundation requirements.
- Modify 04.280.E.2. revising the foundation and design standards for manufactured homes to be consistent with state law and minimum California Building Code standards.

Chapter 12 – Development Credits

- Revise section numbers for uniformity with chapter index. Remove unused “Scope” section from index.
- Add language to reference the Development Credit Map and to clarify that policies specific to an area can be found in the area plans.
- Add language D.i-ii to section 12.040 clarifying the development credit plan process.
- Add footnotes to 12.050 - Clustering to provide background and intent of the Development Credit Program.

Chapter 23 – Dark Sky Regulations

- Add language to clarify preferred LED light temperatures.
- Remove language referencing incandescent light bulbs.
- Add table 23.050.E to determine conversions between watts and lumens.

Chapter 25 – Short-Term Rentals

- Add the following provisions to 25.015 General Requirements and Applicability:
E – Language that clarifies all short-term rentals are limited to a single party of individuals.
F – Language referencing Chapter 16 and clarifying that Chapter 16 governs the eligibility of accessory dwelling units for short-term-rentals.
- Add language to 25.020 clarifying that the short-term rental use must be clearly subordinate to the primary use of the property, thus rental of the entire primary residential unit while the owner lives in an on-site ADU is prohibited.

County-Wide Land Use Policies

- Add new Action 1.A.2.d. indicating the County will request input and will-serve letters from applicable special districts but if a timely response is not received, ministerial permits will be issued in a timely manner in accordance with standard procedures.
- Remove Actions requiring that a will-serve letter must be issued in Mono Basin, Long Valley, and Tri-Valley area plans: 10.F.1.a, 23.A.2.a, 26.A.4.d and 26.C.4.b. Coordination shall still occur per Action 1.A.2.d. above.

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

ATTACHMENTS

- Proposed General Plan Amendment 23-21 – redline version
- Resolution R23-04 recommending the Board of Supervisors adopt GPA 23-02
- Addendum to the General Plan EIR
- Public Hearing notice

2023 Mono County General Plan Cleanup

Environmental Impact Report (EIR) Addendum

May 2023

**Prepared by:
Mono County Community Development Department**

I. INTRODUCTION

The proposed project is General Plan Amendment (GPA) 23-02, which consists of minor technical changes and additions to the Land Use Element. An addendum to the Mono County General Plan Final Environmental Impact Report (SCH# 2014061029) is proposed for this project as allowed by Section 15164 (a) of the CEQA Guidelines:

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

Section 15164 (a) of the CEQA Guidelines allows a lead agency to prepare an addendum to an EIR if only minor technical changes or additions are necessary or none of the conditions in Section 15162 calling for the preparation of a subsequent EIR have occurred. Section 15162 of the CEQA Guidelines require the preparation of a subsequent EIR for a project when an EIR has been certified for that project when the lead agency determines, on the basis of substantial evidence in the record, that one or more of the following has occurred:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
 - (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
 - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - (C) Mitigation measures or alternatives previously found not to be feasible would

in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

- (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

II. PROJECT DESCRIPTION

General Plan Amendment (GPA) 23-02 proposes modifications to the Land Use Element. The proposed GPA defines “single room occupancy” as a permitted use type in certain areas. It also provides minor technical revisions to Chapters four, twelve, twenty-three, twenty-five, and Countywide Land Use Policies. The proposed modifications are summarized below:

Chapter 2 - Definitions

- Add language to 02.705 Land Use Designations: Please see “Section IV. Land Use Designations” for an explanation of dual land use designations.

Chapter 4 - General

- Remove “Chimneys” 04.110 from the list of uses permitted under DR at a height greater than 35 feet, which is consistent with Table 04.010: Building Height Requirements. Chimneys do not require a DR for a height greater than 35 feet.
- Remove note after Table 04.120 requiring 30-foot front, side and rear yards required by State law on all lots greater than one acre regardless of the land use designation. New Board of Forestry/CalFire regulations went into effect on April 1, 2023, requiring a 30-foot setback on all parcels on all sides.
- Add language note after Table 04.120 indicating subject to CalFire setback standards. In the case of contradictory standards, the more restrictive setback shall apply.
- Revise 04.281 Guesthouse language to clarify that a guesthouse shall not be used for rental.
- Renumber ‘04.360 Inactive Projects’ as ‘04.350’
- Table 04.030 Animal Standards is updated to clarify regulations for RM and MU properties and to clarify distance separation requirements.
- Add language to 04.280.E.1. per AVR PAC & MBR PAC recommendation stating manufactured homes with a width of less than 20 feet are considered consistent with community character and design guidelines in the Antelope Valley and the community of Lee Vining and clarifying language about foundation requirements.
- Modify 04.280.E.2. revising the foundation and design standards for manufactured homes to be consistent with state law and minimum California Building Code standards.

Chapter 12 – Development Credits

- Revise section numbers for uniformity with chapter index. Remove unused “Scope” section from index.

- Add language to reference the Development Credit Map and to clarify that policies specific to an area can be found in the area plans.
- Add language D.i-ii to section 12.040 clarifying the development credit plan process.
- Add footnotes to 12.050 - Clustering to provide background and intent of the Development Credit Program.

Chapter 23 – Dark Sky Regulations

- Add language to clarify preferred light temperatures.
- Remove language referencing incandescent light bulbs.
- Add table 23.050.E to determine conversions between watts and lumens.

Chapter 25 – Short-Term Rentals

- Add the following provisions to 25.015 General Requirements and Applicability:
 E – Language that clarifies rental is limited to a single party of individuals consistent with the short term rental permit.
 F – Language referencing Chapter 16 and clarifying that Chapter 16 governs the eligibility of accessory dwelling units for short-term-rentals.

County-Wide Land Use Policies

- Add new action 1.A.2.d clarifying if fire districts do not provide feedback or will-serve letters for new construction in a timely manner, ministerial permits will be issued in a timely manner in accordance with standard procedures.
- Remove Actions related to will-serve letter requirements from Mono Basin, Long Valley, and Tri-Valley area plans: 10.F.1.a, 23.A.2.a, 26.A.4.d and 26.C.4.b. Coordination shall still occur per Action 1.A.2.d. above.

III. DECISION NOT TO PREPARE A SUBSEQUENT EIR

The CEQA Guidelines require the preparation of a subsequent EIR if one or more of several conditions are met; an addendum is required if none of the conditions requiring a subsequent EIR has occurred, but minor changes are necessary to the original EIR. The decision not to prepare a subsequent EIR for the adoption of the Mono County Housing Element Update was based on an analysis of the conditions requiring a subsequent EIR and the determination that none of those conditions applied to this project, i.e.:

- (1) There are no substantial changes to policies in the Land Use Element that will require major revisions of the previous EIR due to the involvement of new significant

environmental effects or a substantial increase in the severity of previously identified significant effects.

The changes and additions to policies in the Land Use Element fall into one of two categories: 1) terminology or procedure updates that have no impact on land use types or intensity, or 2) typographical errors where the correct text would have been analyzed in the 2015 General Plan Update EIR.

Therefore, no new impacts and no increase in the severity of previously identified impacts will result from the changes.

- (2) There are no substantial changes with respect to the circumstances under which the project is undertaken that will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

No revisions to the EIR are required since the minor additions and updates to policies in the Land Use Element do not create or increase any environmental effects.

- (3) There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified, that shows any of the following:

- (A) The project will have one or more significant effects not discussed in the previous EIR; or

- (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR; or

As discussed previously, the proposed additions and updates would not create any new environmental impacts or increase severity.

- (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

The update proposes only minor technical changes and additions to the Land Use Element. None of the mitigation measures or alternatives previously found to not be feasible have been found to be feasible now.

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

There are no mitigation measures or alternatives associated with the updated policies and programs beyond those analyzed in the EIR that would substantially reduce impacts and, as discussed previously, no new impacts have been identified.

IV. CONCLUSION

Based on the considerations and analyses presented above and based on the provisions contained in CEQA §15164[a) as presented in its entirety in this Addendum, it is concluded that none of the conditions calling for preparation of a subsequent EIR have occurred. The County of Mono, acting as Lead Agency, has therefore determined that an Addendum to the adopted 2015 Mono County General Plan EIR is the appropriate CEQA document for the proposed General Plan Amendment 23-02.

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

Mono County Community Development Department

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

Planning Division

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

Date: June 27, 2023

To: The Sheet

From: Heidi Willson

Re: Legal Notice for the **July 8** issue.

Format: **Please publish this General Plan Amendment as a minimum 1/8-page legal notice as required**

Invoice: PO Box 347, Mammoth Lakes, CA 93546

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Mono County Board of Supervisors will conduct a public hearing on **July 18, 2023**, in the Mono County Civic Center, 1290 Tavern Rd. Mammoth Lakes, CA, to consider the following: **9:05 a.m. GENERAL PLAN AMENDMENT 23-02/Cleanup**. The following technical revisions to the Land Use Element are proposed as part of the annual General Plan update: 1) Define "Single Room Occupancy" and allow in residential designations, as required by state law. 2) Add technical note for clarity in explaining dual use designations. 3) Remove chimneys from exceptions to height limits for consistency. 4) Add technical note regarding CalFire setbacks for clarity. 5) Technical corrections for consistency to the animal standards table. 6) Add technical clarification notes to the Development Credits chapter. 7) Add technical clarification notes to the Dark Sky Regulations. 8) Add technical clarification notes to the Short-Term Rental regulations. 9) Add technical notes modifying the design standards for manufactured homes in the Antelope Valley and Lee Vining and clarifying that manufactured homes less than 20 feet wide are consistent with the community character of both communities. Project materials are available for public review at the Community Development Department offices in Bridgeport and Mammoth Lakes. INTERESTED PERSONS may appear before the Board of Supervisors to present testimony or, prior to or at the hearing, file written correspondence with: Clerk of the Board of Supervisors PO Box 715 Bridgeport, CA 93517. If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to Clerk of the Board of Supervisors at, or prior to, the public hearing.

###



ORD 23-__ & R 23-__

AN ORDINANCE AND RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS ADOPTING GENERAL PLAN AMENDMENT (GPA) 23-02 – ANNUAL CLEANUP, IN COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, as an outcome of the annual General Plan review, several adjustments to the Land Use Element of the General Plan are proposed to make technical corrections, minor additions, and respond to changes in State law; and

WHEREAS, the Community Development Department conducted public outreach via the Regional Planning Advisory Committees, including Antelope Valley, Bridgeport, Mono Basin, June Lake and Long Valley to receive public input and community feedback on the proposed amendments; and

WHEREAS, in accordance with the California Environmental Quality Act and CEQA Guidelines Section 15164, a 2023 Addendum to the final Environmental Impact Report for the 2015 Regional Transportation Plan, General Plan, Countywide Integrated Waste Management Plan, and Noise Ordinance Updates, and Repeal of the Conway Ranch Specific Plan was certified on December 8, 2015; and

WHEREAS, an Addendum to the 2015 Regional Transportation Plan (RTP)/General Plan Update Environmental Impact Report (EIR) was prepared for GPA 23-02; and

WHEREAS, on May 18, 2023, the Planning Commission held a duly noticed public hearing regarding GPA 23-02 – Annual Cleanup; and

WHEREAS, having reviewed and considered all the information and evidence presented to it, including public testimony, written comments, staff reports and presentations, the Planning Commission recommends that the Board of Supervisors make required findings, adopt GPA 23-02 amending text in the General Plan Land Use Element and certify the accompanying Addendum.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO FINDS AND ORDAINS AND RESOLVES AS FOLLOWS:

SECTION ONE: The Board of Supervisors certifies the Addendum for GPA 23-02: Annual Cleanup.

SECTION TWO: The Board of Supervisors finds that the General Plan Amendment, including all text changes to the Land Use Element of the Mono County General Plan, which are attached hereto as Exhibit A and incorporated herein by reference, is consistent with the General Plan and

1 any applicable area plans, is reasonable and beneficial at this time, and will not have a substantial
2 adverse effect on surrounding properties.

3 **SECTION THREE:** This ordinance and resolution shall become effective 30 days from the
4 date of its adoption and final passage, which appears immediately below. The Clerk of the Board
5 of Supervisors shall post this ordinance and resolution and also publish the ordinance and
6 resolution in the manner prescribed by Government Code Section 25124 no later than 15 days
7 after the date of this ordinance and resolution's adoption and final passage. If the Clerk fails to so
8 publish this ordinance and resolution within said 15-day period, then the ordinance and
9 resolution shall not take effect until 30 days after the date of publication.

10 **PASSED AND ADOPTED** this 18th day of July 2023, by the following vote:

11 AYES:

12 NOES:

13 ABSENT:

14 ABSTAIN:

15 _____
Rhonda Duggan, Chair

16 Attest:

17 Approved as to form:

18 _____
Clerk of the Board

19 _____
County Counsel

Exhibit A – General Plan Amendment 23-02

General Plan Amendments as adopted by the Board of Supervisors will be inserted here.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

Departments: Clerk of the Board

TIME REQUIRED 20 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Ralph Lockhart and John Lambeth,
Civitas Founder and CEO

SUBJECT Tourism Business Improvement
District in June Lake

AGENDA DESCRIPTION:

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

June Lake Chamber of Commerce request that the County fund the consultation fee with Civitas Partners (approximately \$47,000) for the development and implementation of a Tourism Business Improvement District (TBID) in June Lake. This is the consultation fee for development of a TBID plan and format that would allow for an assessment to be charged on certain sectors.

RECOMMENDED ACTION:

None. Provide any desired direction to staff.

FISCAL IMPACT:

Approximately \$47,000 depending on Board direction.

CONTACT NAME: Danielle Patrick

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Presentation</p>

History

Time	Who	Approval
7/12/2023 12:53 PM	County Counsel	Yes
7/11/2023 3:56 PM	Finance	Yes

7/13/2023 7:48 AM

County Administrative Office

Yes

JUNE LAKE TOURISM IMPROVEMENT DISTRICT FORMATION 2023

Mono County
June 27, 2023





Dear Ms. Booher,

I am pleased to present our enclosed proposal for services to form the June Lake Tourism Improvement District (“JLTID”). Civitas has formed and renewed a majority of the nation's Tourism Improvement Districts (“TIDs”), and will provide expert advice and guidance throughout the project.

Our process to form the proposed JLTID is designed to secure significant support for the project while complying with applicable laws. In concert with Mono County (“MC”), the Civitas team will guide a formation process that includes developing and manipulating data, obtaining feedback from MC and stakeholders relating to the new district parameters, and preparing and finalizing legal documents.

Thank you for the opportunity to submit this proposal. I look forward to working with you on this exciting project.

Best Regards,

John Lambeth
President and CEO

THE OPPORTUNITY

The opportunity before Mono County and the hospitality industry is the formation of the JLTID and decision-making on what the district parameters will entail. It is the intent of MC to form the TID, to create funding for long-term marketing and sales planning to increase hotel ADR and occupancy in future years. The TID can address these needs and provide dependable revenue for marketing and sales efforts.

The services funded by a Tourism Improvement District typically include marketing, sales, promotions, website and Internet presence, and group sales. They may even include capital improvements or other projects designed to make the destination more appealing to potential visitors.

Civitas has completed over 150 district formation and renewal projects throughout the world, which has generated over \$1.7 billion in dedicated funding for the specific needs of our clients. Our client portfolio ranges from destinations seeking to establish themselves in the market for the first time, to long-standing iconic destinations that wish to remain competitive and further cement their legacy in the industry.



SCOPE OF SERVICES & SCHEDULE

Step 1

Initiation & Infrastructure

Creates the necessary leadership structure to carry out the project. Civitas, MC, and lodging representatives will actively participate in the project process. The steering committee will be responsible for confirming formation parameters, building consensus, collection of petitions, and support for the formation of the JLTID.

Step 2

Stakeholder Engagement & Consensus Building

Outreach efforts are undertaken in this step with lodging representatives to educate, engage, and to gain support for the formation of the JLTID.

Step 3

Document Preparation & Revision

Documents necessary to form the JLTID are drafted. Civitas will work closely with MC, and lodging representatives to ensure documents reflect the needs and priorities of assessed businesses and MC.

Step 4

Petition Preparation & Petition Drive

Civitas will prepare the petition to support the JLTID formation and work on strategies to secure signed petitions from business owners. Civitas will assist in determining steering committee assignments and identifying key stakeholders.

Step 5

Local Government Hearing Process

Civitas will draft all documents needed for the local government hearing process to form the JLTID. Civitas will be available to testify during the final hearing, as needed.

MEET YOUR TEAM



John Lambeth
President & CEO



Carson Lambeth
Vice President



Gina Reed
Senior Project Manager



Madison Deschamps
Legal Assistant

At Civitas, we specialize in igniting local economies, creating jobs and establishing stable funding for destination promotions and downtown improvements throughout the United States. With more than 20 years of experience, we provide expertise in all aspects of forming, modifying, and renewing improvement districts. With offices in Sacramento, Los Angeles, and New York, our team of professionals has guided over 150 districts through the formation, modification or renewal process. With its deep experience and expertise, Civitas has been commissioned by the U.S. Travel Association to conduct nationwide studies.

Civitas also provides research, consulting, and district formation services to destinations located around the world, including Canada, South America, Europe, and Asia. For its groundbreaking work, Civitas has been featured in publications such as Forbes and Skift.

INVESTMENT PROVISIONS

Investment

MC's investment for the scope of services for professional fees and timeline described herein shall be \$44,000. MC's investment includes three (3) trips by Civitas to attend the Board of Supervisor hearings and meet with stakeholders. If more trips are necessary, we would be happy to make additional trips for a professional fee of \$1,250 per trip, plus expenses. This proposal is based on the understanding that MC will provide the assistance and time needed to facilitate the process on the local level, including time devoted to outreach meetings, and gathering support and signed petitions from businesses.

Expenses

MC will be responsible for all costs and expenses in addition to the professional fees. Ordinary costs and expenses, including telephone charges, postage, and photocopying will be billed at four percent (4%) of professional fees. Other costs, such as travel and overnight shipping shall be billed at Civitas' actual cost. Expenses are not expected to exceed \$3,000.

Billing

Civitas proposes a fixed monthly fee of \$5,500 per month for eight (8) months, plus expenses. A start-up fee of ten percent (10%) of project costs, \$4,250 will be due and payable upon execution of an agreement for services between Civitas and MC. The amount of the start-up fee will be deducted from the final invoice, which will also be adjusted to account for the total contract price. Civitas will send MC a monthly invoice for fees and costs incurred. Invoices will include fixed professional fee and expenses. The basis of calculation or other methods of determining expenses will be clearly identified by item and amount.

Investment Overview

Description	Price
Professional Fees	\$44,000
Estimated Expenses	\$3,000
Total	\$47,000

Cost Assumptions and Guidelines

We have projected a specific amount of time for the JLTID formation. It is assumed that the project will not exceed the budgeted amount of time. If unanticipated matters result in additional time beyond that which has been projected, we would continue billing professional fees of \$5,500 per month, plus expenses, for the project duration. Factors that could increase the scope of work and estimated costs outlined above include additional meetings not described in this proposal, analysis of additional issues above those described in this proposal, or a lack of steering committee and business owner involvement in the project.

When Civitas' services conclude, all unpaid charges will immediately become due and payable. The amount of professional fees set forth in this agreement are a fixed amount for completion of the project within a maximum eight (8) month time frame. The total amount of professional fees has been divided over the maximum eight (8) month time frame to determine the monthly billing amount. If the project is completed prior to the eight (8) month time frame, the remaining balance of professional fees will be due and payable within thirty (30) days of project completion.

As you know, there are many unknown variables in a project of this nature. Although we would work diligently to form the JLTID, factors outside Civitas and MC's control could delay or thwart even the best-developed plans. We will work to minimize risks and complete the project at the earliest possible date.

The pricing and scope outlined in this agreement will expire upon sixty (60) days post delivery of this proposal.

Business Information

The database for this project will rely on information from local government sources. Errors can and will occur in this data. While Civitas will do its utmost to identify and correct any errors, it is acknowledged that data from local government sources may contain errors. We recommend MC continue to pursue data correction strategies during and after formation, including mailings and error checking by local officials.

AGREEMENT

If you would like to agree to engage our services consistent with this proposal and the following terms, please sign below.

A start-up fee of ten percent (10%) of project costs, \$4,700 will be due and payable upon execution of this Agreement. Civitas will send MC a monthly invoice for fees and costs incurred. Each invoice will be payable within thirty (30) days of its mailing date. Either MC or Civitas shall have the right to terminate this Agreement upon ten (10) days' notice. If the agreement is terminated prior to the completion of the project, MC shall pay only for the months worked and expenses incurred up to that date. When Civitas' services conclude, all unpaid charges will immediately become due and payable, including the balance of any professional fees if the project is completed prior to the maximum eight (8) month time frame.

Nothing in this Agreement and nothing in statements by Civitas personnel to MC will be construed as a promise or guarantee about the outcome of the matter. Civitas makes no such promises or guarantees.

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

The parties agree to accept the terms and conditions herein.

Mono County, by



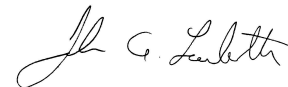
SIGNATURE
Mary Booher

Not yet accepted

Date

Mary Booher,
Interim County Administrative Officer

Civitas Advisors, by



Not yet accepted

Date

John Lambeth,
President and CEO



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

Departments: County Counsel

TIME REQUIRED 10 minutes

SUBJECT Law Library Annual Report and
Appointments

**PERSONS
APPEARING
BEFORE THE
BOARD**

Christopher Platt, Mono County
Library Director

AGENDA DESCRIPTION:

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

Presentation by County Counsel Stacey Simon as the current president of the Mono County Law Library Board of Trustees and Christopher Platt, Law Library Director, providing an update on the Mono County Law Library and request for reappointment of the County Counsel, District Attorney, and attorney Sophie Bidet as Trustees of the Law Library.

RECOMMENDED ACTION:

Hear update and re-appoint the District Attorney and County Counsel to serve as ex officio Trustees and attorney Sophie Bidet to serve as Trustee on the Board of Trustees of the Mono County Law Library, for a term of one year.

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 7609241704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
Christopher Platt report

History

Time	Who	Approval
7/13/2023 10:17 AM	County Counsel	Yes

7/12/2023 10:59 AM

Finance

Yes

7/13/2023 10:20 AM

County Administrative Office

Yes

County Counsel
Stacey Simon

OFFICE OF THE
COUNTY COUNSEL

Telephone
760-924-1700

Assistant County Counsel
Christopher Beck

Mono County
South County Offices
P.O. BOX 2415

Risk Manager
Jay Sloane

Deputy
Emily Fox

MAMMOTH LAKES, CALIFORNIA 93546

Office Manager/Paralegal
Kevin Moss

To: Board of Supervisors

From: Stacey Simon

Date: July 18, 2023

Re: Presentation by County Counsel Stacey Simon as the current president of the Mono County Law Library Board of Trustees (LLBOT) and Christopher Platt, Law Library Director, regarding an update on the Mono County Law Library.

Strategic Plan Focus Area(s) Met

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

Discussion

1. Annual Law Library Update

Business and Professions Code section 6349 provides that on or before October 15 of each year, the County Board of Law Library Trustees shall make a report to the Board of Supervisors which gives the condition of their funds, full statements of all property and money received, from where it was derived, how it was used and expended, the number of books, periodicals and other publications on hand, the number added by purchase, gift or otherwise during the year, the number lost or missing and other information as might be of interest. This report shall cover the fiscal year ending on June 30.

The Mono County Law Library has an approved budget of \$13,150 for FY 2022-2023. Of that amount approximately \$4,000.00 is funded by fees charged to litigants in the Superior Court and approximately \$9,150 is funded by operating transfers from the County General Fund.

Current invoices for the 22/23 FY include the following:

Renewed Membership in Elton B. Stephens Company (EBSCO)	\$ 877.00
Update Current Titles (including titles in Mammoth Lakes, Crowley, Coleville, and June Lake)	\$3,991.14
Annual Membership and Conference Attendance Council of California County Law Librarians (CCCLL)	\$ 590.00

Total: \$5,458.14

Additional amount appropriated by Law Library Board, but unspent: \$1,723.86
Amount budgeted but not appropriated by Law Library Board: \$5,986.00

Below are Law Library collection totals by branch:

<u>Library</u>	<u>Total Print Law Books</u>
Benton	14
Bridgeport	197
Coleville	12
Crowley Lake	10
June Lake	0
Lee Vining	13
Mammoth Lakes	359
Legal E-book Collection	150
Total	755

Attached is a report from Christopher Platt, the Mono County Library Director, who serves as Director of the Mono County Law Library, regarding the activities of the Law Library during the 22/23 Fiscal Year.

2. Appointment of Trustees

State law establishes a law library in every county of the state and provides for its governance by a board of law library trustees made up of at least six but not more than seven members. (*See* Business and Professions Code §§ 6300 et seq.) These are volunteer, uncompensated positions.

For a county in which there are no more than three judges of the Superior Court, the board of trustees consists of the following ex officio members: (1) the judges or a person designated by each to serve on their behalf; and (2) the chair of the Board of Supervisors.

The Board of Supervisors is charged with appointing additional members to equal a board of at least six and not more than seven members (i.e., at least three additional members). Historically, this board has appointed the incumbent District Attorney and County Counsel to serve as trustees as well as one attorney providing indigent criminal defense in the County. However, rather than return to the Board each time a new person assumes the role of District Attorney or County Counsel, it is recommended that the Board instead appoint the positions of District Attorney and County Counsel to serve, ex officio, as members of the Law Library Board of Trustees. Finally, your Board first appointed Mono County contract indigent defense attorney Sophie Bidet as a member of the Board of Trustees and Ms. Bidet continues to be willing to serve in that capacity. It is recommended that Ms. Bidet be reappointed.

At this time, no other individual has expressed interest in the appointment, but if someone were to volunteer, a seventh seat remains available.

If you have any questions on this matter prior to your meeting, please feel free to call or email me at ssimon@mono.c.agov or 760-924-1704.

To: Law Library Board of Trustees
From: Christopher Platt, Director, Mono County Library System
Date: February 8, 2022
Re: Law Library Director's Report for 2021-2022 & 2023 Funding Request

Activities since our last meeting:

- The print [Law Library Collections](#) at Mammoth Lakes and Bridgeport Libraries were augmented with the approved selection of new and updated legal titles and the steady increase we have seen since the implementation of this lay-person oriented collection has continued with 52 circulations in the last 12 months, up from 42 during the previous period. The top three titles include "*Nolo's Essential Guide to Child Custody and Support*", "*Form Your Own Limited Liability Company*", and "*Living Wills and Power of Attorney for California*". A list of updated and new print titles for the Law Library collections is attached for approval as Appendix A.
- The new EBSCO "[Legal Information Reference Center](#)", an online eBook collection of many of the same Nolo Press titles in our print collections, went live in May, 2022. Since that date it has been used 19 times with 14 titles or abstracts downloaded (two of them by me as a test). This is a fairly strong start considering these eBook versions are not found in our other online offerings and are available remotely 24/7. The top three titles are "*IRAs, 401(k)s & Other Retirement Plans: Strategies for Taking Your Money Out*", "*California Tenants' Rights*", and "*Becoming a U.S. Citizen: a Guide to the Law, Exam and Interview.*" The annual renewal for this eBook collection is attached as for approval as Appendix B. This resource can be found on the [Mono County Law Library page](#) of the Library's website, which continues to provide free online legal resources 24/7 to Mono County residents.
- Mono County Library System continues to maintain a membership to the [Council of California County Law Libraries \(CCCLL\)](#) which apart from being a professional resource for the Library Director, allows us to provide our patrons with access to an online chat resource for queries that need assistance from a more well-resourced law library. Annual dues remain at \$90.00. The next meeting will be in person in Sacramento on March 27th.

Funding Request Action Items:

- **Request to approve expenditure of \$2,916 for the acquisition of the titles listed in Appendix A.** The projected cost to order this year's 46 updated and new titles for the print Law Library collections is \$2,665.60. The additional local staff time cost to process these items to the shelf is projected to be \$250.00 for a total expenditure of \$2,915.60.
- **Request to approve expenditure of \$877.00 to renew the EBSCO Legal Information Reference Center as quoted in Appendix B.** This is a reasonable \$26.00 increase over last year's fee.

- Request to approve expenditure of \$590.00 for the CCCLL: \$90.00 to maintain yearly membership in the CCCLL and up to \$500.00 for attendance at the Spring meeting, March 27th in Sacramento and the TBD Fall meeting in November. Conference estimate based on 10 total hours of the Library Director's hourly rate.
- *If taken as a whole for a motion, the sum total of the three funding requests above is \$4,383.00*

Mono County Law Library 2022-2023 Book Order For Approval
 All titles are recent or soon to be published into Fall of 2023. All are for lay people doing practical research, not for legal practitioners. 50% are updated replacements for titles the Law Library currently owns. 2 copies of each title will be ordered, 1 for Mammoth Lakes and 1 for Bridgeport libraries.

**Estimated Total Books
 including vendor
 processing/shipping:** **\$2,665.60**

<i>We own prev edition</i>	<i>Title</i>	<i>Subtitle</i>	<i>Author/Artist</i>	<i>List Price</i>	<i>Discount Price</i>	<i>Proc/ship estimate</i>	<i>Qty</i>	<i>Total</i>	<i>Format</i>	<i>Edition</i>	<i>Release Date</i>	<i>Pub Status</i>	<i>ISBN 13</i>
x	Law Forms for Personal Use		Nolo	\$29.99	\$23.99	\$0.85	2	\$49.68	Paperback	Edit.12;	6/27/23	Not Yet Pub	9781413330939
	Neighbor Law	Fences, Trees, Boundaries & Noise	Nolo	\$29.99	\$23.99	\$0.85	2	\$49.68	Paperback	Edit.11;	5/30/23	Not Yet Pub	9781413330854
x	Answers to Your Most Frequently Asked Legal Questions		Nolo	\$35.99	\$28.79	\$0.85	2	\$59.28	Paperback	Edit.12;	4/25/23	Not Yet Pub	9781413330670
x	Nolo's Quick LLC	All You Need to Know About Limited Liability Companies	Mancuso, Anthony	\$31.99	\$25.59	\$0.85	2	\$52.88	Paperback	Edit.12;	2/28/23	Not Yet Pub	9781413330526
x	Selling Your House	Nolo's Essential Guide	Bray, Ilona	\$26.99	\$21.59	\$0.85	2	\$44.88	Paperback	Edit.5;	2/28/23	Not Yet Pub	9781413330427
x	Nolo's Essential Guide to Buying Your First Home		Bray, Ilona	\$26.99	\$21.59	\$0.85	2	\$44.88	Paperback	Edit.8;	12/27/22		9781413330052
x	Long-Term Care	How to Plan & Pay for It	The Editors of Nolo	\$29.99	\$23.99	\$0.85	2	\$49.68	Paperback	Edit.14;Rev	11/29/22		9781413330014
x	Quicken Willmaker & Trust 2023	Book & Online Software Kit	Nolo	\$129.99	\$103.99	\$0.85	2	\$209.68	Paperback		10/25/22		9781413330151
x	Nolo's Guide to Single-Member LLCs	How to Form and Run Your Single-Member Limited Liability Company	Steingold, David M.	\$21.99	\$17.59	\$0.85	2	\$36.88	Paperback	Edit.3;	10/25/22		9781413330137
x	Nolo's Deposition Handbook	The Essential Guide for Anyone Facing or Conducting a Deposition	Bergman, Paul	\$34.99	\$27.99	\$0.85	2	\$57.68	Paperback	Edit.8;	8/30/22		9781413329872
x	The Trustee's Legal Companion	A Step-by-step Guide to Administering a Living Trust	Hanks, Liza	\$39.99	\$31.99	\$0.85	2	\$65.68	Paperback	Edit.7;	3/28/23	Not Yet Pub	9781413330618
x	Social Security, Medicare & Government Pensions	Get the Most Out of Your Retirement and Medical Benefits	Matthews, Joseph	\$29.99	\$23.99	\$0.85	2	\$49.68	Paperback	Edit.28;	2/28/23	Not Yet Pub	9781413330502
x	Every Landlord's Tax Deduction Guide		Fishman, Stephen	\$39.99	\$31.99	\$0.85	2	\$65.68	Paperback	Edit.19;	12/27/22		9781413330366
x	Patent It Yourself	Your Step-by-step Guide to Filing at the U.S. Patent Office	Pressman, David	\$49.99	\$39.99	\$0.85	2	\$81.68	Paperback	Edit.21;	11/29/22		9781413329971
x	Pre-nuptial Agreements	How to Write a Fair and Lasting Contract	Stoner, Katherine E.	\$34.99	\$27.99	\$0.85	2	\$57.68	Paperback	Edit.7;	11/29/22		9781413330038
x	Deduct It!	Lower Your Small Business Taxes	Fishman, Stephen	\$24.99	\$19.99	\$0.85	2	\$41.68	Paperback	Edit.19;	11/29/22		9781413330168
x	Home Business Tax Deductions	Keep What You Earn	Fishman, Stephen	\$24.99	\$19.99	\$0.85	2	\$41.68	Paperback	Edit.19;	11/29/22		9781413330182
	Getting Permission	Using & Licensing Copyright-Protected Materials Online & Off	Stim, Richard	\$34.99	\$27.99	\$0.85	2	\$57.68	Paperback	Edit.8;	10/25/22		9781413330076
x	Building a Parenting Agreement That Works	Child Custody Agreements Step by Step	Lee, Mimi, Ph.D.	\$29.99	\$23.99	\$0.85	2	\$49.68	Paperback	Edit.10;	9/27/22		9781413330113
	Get It Together	Organize Your Records So Your Family Won't Have To	Cullen, Melanie	\$26.99	\$21.59	\$0.85	2	\$44.88	Paperback	Edit.10;	9/27/22		9781413329957
	Represent Yourself in Court	Prepare & Try a Winning Civil Case	Bergman, Paul	\$39.99	\$31.99	\$0.85	2	\$65.68	Paperback	Edit.11;	9/27/22		9781413329933
	Trademark	Legal Care for Your Business & Product Name	Fishman, Stephen	\$39.99	\$31.99	\$0.85	2	\$65.68	Paperback	Edit.13;	8/30/22		9781413330090
x	California Tenants' Rights		Weaver, J. Scott	\$29.99	\$23.99	\$0.85	2	\$49.68	Paperback	Edit.23;	7/26/22		9781413329674
	The Corporate Records Handbook	Meetings, Minutes & Resolutions	Mancuso, Anthony	\$69.99	\$55.99	\$0.85	2	\$113.68	Paperback	Edit.9;	7/26/22		9781413329599
x	How to Get a Green Card		Bray, Ilona	\$39.99	\$31.99	\$0.85	2	\$65.68	Paperback	Edit.15;	7/26/22		9781413329575
	Legal Guide for the Visual Artist		Crawford, Tad	\$35.00	\$28.00	\$0.85	2	\$57.70	Paperback	Edit.6;	8/30/22		9781621538110
	The Empowered Citizens Guide	10 Steps to Passing a Law That Matters to You	Libby, Pat	\$24.95	\$24.95	\$0.85	2	\$51.60	Paperback		3/1/22		9780197601631
	The Women's Small Business Start-up Kit	A Step-by-step Legal Guide	Pakroo, Peri	\$29.99	\$23.99	\$0.85	2	\$49.68	Paperback	Edit.7;	11/28/23	Not Yet Pub	9781413329711
	Just Wanna Trademark for Makers	A Creative's Legal Guide to Getting & Using Your Trademark	Gard, Sidne K.	\$39.95	\$31.96	\$0.85	2	\$65.62	Paperback		9/25/23	Not Yet Pub	9781644034309
x	Legal Guide for Starting & Running a Small Business		Fishman, Stephen	\$39.99	\$31.99	\$0.85	2	\$65.68	Paperback	Edit.18;Upd	4/25/23	Not Yet Pub	9781413330656
x	Tax Savvy for Small Business	A Complete Tax Strategy Guide	Daily, Frederick W.	\$31.99	\$25.59	\$0.85	2	\$52.88	Paperback	Edit.22;	1/31/23		9781413330403
x	Every Airbnb Host's Tax Guide		Fishman, Stephen	\$21.99	\$17.59	\$0.85	2	\$36.88	Paperback	Edit.6;	1/31/23		9781413330465
	Law in Plain English for Small Business		Duboff, Leonard D.	\$26.99	\$21.59	\$0.85	2	\$44.88	Paperback	Edit.6;	11/8/22		9781621538219
	Every Landlord's Guide to Managing Property	Best Practices, from Move-in to Move-out	Boyer, Michael	\$31.99	\$25.59	\$0.85	2	\$52.88	Paperback	Edit.4;	5/30/23	Not Yet Pub	9781413330953
x	The California Landlord's Law Book	Rights & Responsibilities	Rosenquest, Nils	\$44.99	\$35.99	\$0.85	2	\$73.68	Paperback	Edit.20;	4/25/23	Not Yet Pub	9781413330694
	Landlord's Legal Kit for Dummies		Harmon, Laurence C.	\$34.99	\$27.99	\$0.85	2	\$57.68	Paperback	Edit.2;	9/14/22		9781119896340
	Neighbor Law	Fences, Trees, Boundaries & Noise	Doskow, Emily	\$29.99	\$23.99	\$0.85	2	\$49.68	Paperback	Edit.10;	7/28/20		9781413327724

x	Fiance and Marriage Visas	A Couple's Guide to U.S. Immigration	Bray, Ilona	\$39.99	\$31.99	\$0.85	2	\$65.68	Paperback	Edit.11;	8/30/22		9781413329919
	The Secret to Getting Your K-1 Fianc ^v © Visa Approved	Step by Step Guide With Legal Tips	Shaw, Walter D.	\$19.99	\$19.99	\$0.85	2	\$41.68	Paperback		8/26/22		9781667854489
x	Becoming a U.S. Citizen	A Guide to the Law, Exam & Interview	Bray, Ilona M.	\$29.99	\$23.99	\$0.85	2	\$49.68	Paperback	Edit.10;	9/28/21		9781413328967
	Curso de ciudadan ^v a americana/ American Citizenship Course (Curso de ciudadan ^v a americana/ American Citizenship Course)	Curso de ciudadan ^v a americana/ American Citizenship Course (Todo lo que necesitas para aprobar el examen y conseguir la ciudadan ^v a/ Everything you need to pass the exam and get citizenship)	Aguilar	\$9.95	\$7.96	\$0.85	2	\$17.62	Paperback		8/9/22		9781644735633
	The No-Nonsense Guide to Divorce	Getting Through and Starting Over	Hellis, Lori	\$19.95	\$15.96	\$0.85	2	\$33.62	Paperback		3/15/22		9781538155592
	Biff for Coparent Communication	Your Guide to Difficult Texts, Emails, and Social Media Posts	Eddy, Bill	\$15.95	\$15.15	\$0.85	2	\$32.00	Paperback		11/3/20		9781950057108
	Testifying in Court	Guidelines and Maxims for the Expert Witness	Brodsky, Stanley L.	\$39.99	\$44.94	\$0.85	2	\$91.58	Paperback	Edit.3;	11/15/22		9781433836329
	The Public Domain	How to Find & Use Copyright-free Writings, Music, Art & More	Fishman, Stephen	\$39.99	\$31.99	\$0.85	2	\$65.68	Paperback	Edit.10;	6/27/23	Not Yet Pub	9781413330793
	In Defence of Copyright		Stephens, Hugh	\$19.95	\$17.96	\$0.85	2	\$37.62	Paperback		2/19/23	Not Yet Pub	9781770866799



10 Estes Street
P.O. Box 682
Ipswich, MA 01938
USA
www.ebsco.com

(978) 356-6500
(800) 653-2726
Fax: (978) 356-5640
information@epnet.com

Product Order Form

CustID:	ns134811
OrderID:	WSR765738
Date:	01/19/2023

Page 1 of 1

Purchasing Customer

MONO COUNTY LAW LIBRARY
COURTHOUSE
BRIDGEPORT, CA, 93517
USA

Billing Address

MONO COUNTY LAW LIBRARY
COURTHOUSE
BRIDGEPORT, CA, 93517
USA

Contact:

Christopher Platt
760.934.8670 x570
cplatt@monocoe.org

Your invoice will be sent to:

Christopher Platt
cplatt@monocoe.org

Product Name	Begin Date	Expire Date	Price
Legal Information Reference Center	05/01/2023	04/30/2024	\$877.00

Total: \$877.00

The above excludes all applicable tax

Currency: US Dollar

Price represented is the cash discounted price for payments received by check or electronic payment. If paying by a method other than check or electronic payment, please inquire for non cash discounted pricing. Payment due upon receipt of invoice. Interest of 1 percent per month charged for payment received later than 30 days after invoice date. eBooks and eAudiobooks ordered are non-returnable and non-refundable.

Terms and Conditions

Customer agrees to terms and conditions of the appropriate license agreement for usage of purchased access or subscription to electronic databases, econtent and services. If ordering ebooks or audiobooks, customer also agrees to the terms and conditions of the Library eContent Agreement.

Authorized Signature: _____

Date: _____

Print Name: _____

Title: _____

Please sign, scan and email this form to: RYAN MOONEY at rmooney@ebsco.com

Thank you for your business!

If unable to scan, please fax to: 978 356-5640



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

Departments: County Administrative Office

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mary Booher, Interim County
Administrative Officer

SUBJECT Moratorium on Granting New
Approvals for Employees to Work
Outside of California

AGENDA DESCRIPTION:

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

Proposed resolution imposing a moratorium on the hiring of new employees who would work outside of the state of California and on the granting of approval for current employees now working within the State of California to commence performing their job duties from outside the state.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

Avoids incurring further costs to implement multi-state payroll and HR systems and processes until a policy is developed by staff and approved by the Board.

CONTACT NAME: Mary Booher

PHONE/EMAIL: x5415 / mbooher@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
Resolution
LCW article
State nexus, withholding and filing article

History

Time	Who	Approval
7/12/2023 4:42 PM	County Counsel	Yes
7/12/2023 4:11 PM	Finance	Yes
7/12/2023 8:16 PM	County Administrative Office	Yes



**INTERIM ASSISTANT COUNTY
ADMINISTRATIVE OFFICER
COUNTY OF MONO**

Mary Booher (Interim)
PO Box 696
Bridgeport, CA 93517-0696
(760) 932-5410
mbooher@mono.ca.gov

BOARD OF SUPERVISORS

CHAIR

Bob Gardner / District 3

VICE CHAIR

Rhonda Duggan / District 2

Stacy Corless / District 5

Jennifer Kreitz / District 1

John Peters / District 4

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. Tim Kendall

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Malinda Huggans

BEHAVIORAL HEALTH

Robin Roberts

CHIEF PEOPLE OFFICER

Jack Conry

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL

SERVICES

Bryan Bullock

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION

TECHNOLOGY

Interim Milan Salva

PROBATION

Karin Humiston

PUBLIC HEALTH

Interim Kathy Peterson

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

To: Board of Supervisors
From: Jack Conry, CPO
Date: July 18, 2023
Re: Moratorium on out of State Work

Mono County, like most employers, allowed employees a great deal of flexibility to protect themselves during the COVID-19 pandemic. Among other things, we allowed employees to work remotely, even from other states. To facilitate this remote work, the County adopted a Remote Work Policy (R22-029), which was reviewed with no objections, by all employee bargaining units, to govern the conditions of remote work. Under that policy, remote work may be approved or denied by the County for any legitimate business reason.

During COVID, remote work arrangements were facilitated by several emergency rules imposed by the Federal government that eased regulations related to working remotely. The COVID-19 Pandemic officially ended on May 11, 2023, and with it those legal protections for employers whose workers are located out of state ended.

There are very serious concerns about tax liability, civil liability as employers, retirement implications in CalPERS, and other related problems that are presented by the existence of employees performing their duties outside of the state of California. We are asking the Board to impose a temporary moratorium on approval of new out of state employees as laid out in the resolution, so that staff may study and recommend a long-term solution to the varied issues presented by out of state employees. Therefore, we are asking the Board of Supervisors to approve this resolution adopting a moratorium on new out of state employees.



R23-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
IMPOSING A MORATORIUM ON THE HIRING OF NEW EMPLOYEES WHO
WOULD WORK OUTSIDE OF THE STATE OF CALIFORNIA AND ON THE
GRANTING OF APPROVAL FOR CURRENT EMPLOYEES NOW WORKING
WITHIN CALIFORNIA TO COMMENCE PERFORMING THEIR JOB DUTIES
FROM OUTSIDE THE STATE**

WHEREAS, during the COVID-19 pandemic, employees who had historically performed their County job functions primarily on County premises began working from remote locations, including locations that are outside of the State of California; and

WHEREAS, some of the legal impediments to such out-of-state work were modified or waived during the pandemic, but those modifications and waivers are no longer in effect; and

WHEREAS, there is a need for the County to evaluate options and requirements associated with the employment of workers who do not work primarily from a location within the State of California to determine whether or how the County can meet those requirements; and

WHEREAS, while County staff conducts that evaluation and develops a recommendation regarding future policies, the Board wishes to prevent the addition of new out-of-state employment relationships for the County; and

WHEREAS, the County's Remote Work Policy, adopted by Resolution R22-029, already provides that remote work (whether from a location within California or from a location in another state) is a privilege and not a right and may be approved in the sole discretion of the County and any limitation on the establishment of new out-of-state work arrangements would fall within that existing policy;

NOW, THEREFORE, the Board of Supervisors of the County of Mono hereby finds and resolves that:

SECTION ONE: Effective immediately, no new employee hired by Mono County shall be authorized to perform their County job functions from a location that is outside the State of California. In other words, any employee hired after the date this resolution is adopted shall perform substantially all job functions from a location that is within the State of California.

SECTION TWO: Effective immediately, no existing employee of Mono County who currently performs substantially all of their job functions from a location that is within

1
2 the State of California shall be authorized to cease performing substantially all of their job
3 functions from a location that is outside the State of California.

4 **SECTION THREE:** For purposes of this Resolution, the performance of
5 “substantially all” job functions within the State of California shall mean that the employee
6 regularly works from a location that is within the State of California and only minimally and
7 intermittently works from a location that is outside the state, for example, while on vacation
8 or other leave time.

9 **SECTION FOUR:** During the moratorium established by this Resolution, the
10 County Administrator or her designee shall evaluate and develop a recommendation for a
11 County policy regarding employees performing job functions from locations that are outside
12 of the State of California (which policy may prohibit or allow such activities) and, in the
13 short-term, shall work with Human Resources, County Counsel and Finance to ensure that
14 rules and regulations applicable to employees already performing job functions outside of
15 California are addressed.

16 **SECTION FIVE:** The moratorium established by this Resolution shall remain in
17 effect until such time as the Board approves a long-term policy regarding the subjects
18 addressed herein and, at that time, shall automatically sunset.

19 **PASSED, APPROVED and ADOPTED** this 18th day of July, 2023, by the following
20 vote, to wit:

21 **AYES:**

22 **NOES:**

23 **ABSENT:**

24 **ABSTAIN:**

25 _____
26 Rhonda Duggan, Chair
27 Mono County Board of Supervisors

28 **ATTEST:**

29 **APPROVED AS TO FORM:**

30 _____
31 Clerk of the Board

32 _____
County Counsel

LCW LIEBERT CASSIDY WHITMORE

California Public Agency Labor & Employment Blog

USEFUL INFORMATION FOR NAVIGATING LEGAL CHALLENGES

Out-of-State Telecommuting During COVID and Beyond

By Kelly Tuffo on February 11, 2021



As the COVID pandemic rages on, employees required to work remotely since March 2020 will continue to do so for at least a foreseeable portion of 2021. While a burden for some, the pandemic has opened endless relocation possibilities for others, allowing some remote workers to visit and stay with family, work from a vacation destination, or work from less expensive areas to save on the cost of living. As we enter a new tax year under COVID, many employers are asking whether they have special obligations to out-of-state teleworkers. In addition, employees who have enjoyed the advantages of their new location may be asking to make the arrangement permanent.

Before acquiescing to the permanent relocation of your employees, employers should be aware of complications related to the employment of out-of-state workers.

How Do Payroll Taxes Change When My Employee Works Remotely Outside of California?

California employers must understand and comply with their payroll tax obligations for out-of-state workers, including the following:

State Personal Income Tax

Each state has its own laws regarding taxation of remote work when an employee works in a state other than where their worksite is located, or a state other than their primary residence. Employees of California employers who work outside of California may have new state and local tax obligations, and California employers may be required to withhold state income taxes for the state from which remote workers live and perform their job duties.

An employer is required to withhold state income tax from wages for an employee's state of residence if the employer has a business nexus in the state. An employee working remotely from their state of residence on a temporary basis may be sufficient to create a business nexus.

California employers are required to withhold income tax when a California resident performs services that are subject to state income tax withholding laws of both California and another state. However, states are prohibited from double taxation of the same income. To comply with multistate tax obligations in such cases, the employer must make the withholding required by the other jurisdiction, and for California, in the amount by which the California withholding amount exceeds the withholding amount for the other jurisdiction. If the withholding amount for the other jurisdiction is equal to, or greater than, the withholding amount for California, no additional withholding for California is required.

For non-residents, a California employer must withhold California personal income tax and report wages paid to nonresident employees for services performed within California. However, only the wages earned in California are subject to California state income tax.

During the COVID-19 pandemic, some state tax agencies, including the California State Franchise Tax Board, have waived the business nexus during the emergency if established only by the presence of resident employees working temporarily from home due to the pandemic. Employers should verify whether any similar waiver is in place for the "home" state of its employees when determining state income tax withholding.

Unless two states have a reciprocity agreement (which allow residents to pay tax only based on where they live, and not where they work), an employee may be required to file multiple returns to ensure proper taxation. California does not have reciprocal tax agreements with other states.

Proposed legislation, such as the Remote and Mobile Worker Relief Act and the Multi-State Worker Tax Fairness Act of 2020, have been previously introduced to Congress in order to create a uniform

approach to taxation for multi-state workers. However, these bills have failed to gain any momentum. Until clarifying legislation is adopted, remote workers who work out-of-state from their employer may continue to face multiple reporting and filing obligations in different states, and create additional administrative obligations for the employer.

Other Payroll Taxes

In regard to other employment taxes, when an employee works in California as well as one or more other states, the state that has jurisdiction for coverage of that employee's services is determined by the application of four tests. The tests are used by all states to determine where a multistate employee's wages should be reported and subject to state employment taxes. Jurisdiction is determined (1) by the location of the employee's service, (2) the employee's "base of operations" from which the employee starts work and receives employer instructions, (3) the place from which the employer exercises basic and general direction and control, and/or (4) the residence of the employee. An employee must perform some service in California before the tests can be applied to determine whether all the employee's services can be allocated to California. If California is determined to have jurisdiction over the employee's services, California must be paid Unemployment Insurance (UI), Employment Training Tax (ETT), and State Disability Insurance (SDI).

The stakes of accurate determination of state jurisdiction can be high. Nine states throughout the country now have paid family and medical leave (PFML) insurance programs similar to California's SDI/Paid Family Leave (PFL), funded by mandatory payroll taxes. Failure to accurately apply jurisdictional tests can result in added payroll taxes for employees, or ineligibility of employees for PFML. Failure to comply can also result in penalties for employers.

Workers Compensation Insurance

Every employer in California is required to either obtain workers' compensation insurance, or to secure a certificate of consent to self-insure from the Director of Industrial Relations. For out-of-state workers, the state laws of their state of residence may also apply. If an employee files a workers' compensation claim in another state for a California employer, the insurance coverage of the California employer may or may not cover the claim. In addition, other factors such as the length of temporary and permanent disability benefits will likely differ state to state. Employers will need to obtain workers compensation insurance coverage, or a comparable certificate of self-insurance, in the state where the remote worker is located and is performing service. Failure to provide adequate workers' compensation coverage may result in penalties for the employer.

What Other State Laws Apply To My Employee Who Works Remotely Outside of California?

Wage and Hour and Leave Laws

Most employers are required to comply with the federal Fair Labor Standards Act (FLSA), as well as applicable state wage and hour laws. California public agencies are exempt from a number of Labor Code provisions and significant portions of Industrial Welfare Commission Wage Orders. California wage and hour laws apply to workers who perform all or most of their work in the state, or if a worker does not perform the majority of their work in *any* one state, California wage and hour laws apply if California serves as the base for work operations.

While California employers are already subject to a vast array of leave laws such as mandatory paid sick leave, other states may be more generous with certain leave laws. California employers with remote out-of-state workers must learn and comply with the overtime, meal and rest breaks, leaves of absence, and other labor laws of the state where the employee performs most of their work.

Posting Obligations

An employer is required to post mandated state and federal employment law notices in an area frequented by all employees. Failure to display the correct state and federal employment law notices can result in penalties. An employer with out-of-state remote workers must ensure that such workers are on notice of the applicable state laws for the state in which they are working. For such employees, employers can mail or email postings or post them on an employer intranet page.

Are Independent Contractors the Solution?

Recent California legislation has significantly limited the ability to classify employees as contractors, albeit with numerous occupations exempted. To be considered a contractor under California law for the purpose of the California Labor Code (including Workers Compensation), Unemployment Insurance, and California Wage Order compliance, the individual must satisfy the "ABC" test, or belong to one of the state's exempted professions and meet different requirements. Under the ABC test, in order to qualify as an independent contractor, an individual must (A) be free from the control and direction of the hiring entity in connection with the performance of the work; (B) perform work that is outside the usual course of the hiring entity's business; and (C) be customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed for the hiring entity. The law applies to workers in California, but does not necessarily change how out-of-state workers are classified.

While out-of-state contractors who can qualify as independent contractors under applicable law may provide some solutions, general law cities and counties with civil service systems are subject to other restrictions on contracting out services. California employers should seek legal advice before converting employees to out-of-state contractors.

Other Considerations for Out-of-State Remote Workers

Performance Management

Performance management of remote workers can sometimes be challenging, especially when it is unclear how much time the employee is actually working. When remote workers reside locally (and pandemic rules do not apply), an employer can rescind the telework arrangement and require the employee to work in the office to ensure productivity standards. However, if the employee has relocated out-of-state, the arrangement cannot be so easily undone. Employers should ensure that they have the means to manage the performance of out-of-state employees before agreeing to such an arrangement.

Disaster Service Response

For local government agencies, public employees take an oath and are required to act as Disaster Service Workers (DSWs) in the event of a disaster or emergency. An out-of-state worker will either be required to return to the state to perform DSW duties or be able to perform such duties remotely. Local government employers should consider this when deciding to allow permanent out-of-state telecommuting.

Information Technology Requirements

Employers should explicitly detail the information technology obligations of the remote employee, such as providing a sufficient Wi-Fi connection and virus protection for employee-owned devices.

Employers are encouraged to adopt a formal telecommuting policy that outlines the employer's expectations for employees who work from home. Rather than a "don't ask don't tell" approach, employer policies should clearly outline the employer's stance on out-of-state telecommuting. A telecommuting agreement with each individual employee can also help to clearly lay out expectations, such as whether the employee is required to periodically appear to work in person and how frequently. Employers should remember to negotiate with its labor unions the impacts of such a

policy on terms and conditions of employment. For more information about post-pandemic teleworking, see [“Working from Home in a Post-Pandemic World”](#) by Danny Yoo.



California Public Agency Labor & Employment Blog

Copyright © 2021, Liebert Cassidy Whitmore. All Rights Reserved.



[Back to Home](#) > [Back to Expert Insights](#) > [State nexus, withholding, and filing rules for telecommuters...](#)



TAX & ACCOUNTING

JANUARY 10, 2023

State nexus, withholding, and filing rules for telecommuters and nonresident employees

By: [Tim Bjur, JD](#)

The assortment of state income tax nexus, withholding, and nonresident filing rules can create headaches for both employers and employees. Telecommuting work arrangements add another layer of complexity to understanding those rules.




Many states provided temporary nexus and withholding relief for telecommuting work

temporary arrangements have become permanent.



The U.S. Congress repeatedly tries to simplify these state rules with bills that prohibit:



  Taxation of an out-of-state business unless it has a physical presence in the taxing state.

- Withholding or taxation of employee income, except by the employee's home state or the state in which the employee is present or performs services for more than a specific number of days (e.g., 30 days).

The Multistate Tax Commission (MTC) also approved a model mobile workforce statute to encourage state uniformity. The MTC proposal sets a 20-work day threshold for nonresident employee withholding and filing requirements.

What are the nexus and withholding rules for telecommuters?

Employees who telecommute from a home office usually create:

- Income tax nexus and a filing requirement for their out-of-state employer if the employee's activities involve more than the solicitation of sales.
- An income tax withholding obligation in the state where the employee is working.

States that may look at additional factors or activities in determining nexus include:

- Maryland
- South Carolina
- West Virginia
- Wisconsin

Delaware determines nexus on a case-by-case  using answers submitted on a questionnaire sent to taxpayers.

In states with bright-line nexus rules, telecommuting from a home office creates nexus if compensation paid or other activities, like receipts from sales, exceed a statutory threshold. These states include:



- Alabama
- California
- Colorado
- Connecticut
- Maine
- Massachusetts
- Ohio
- Pennsylvania
- Tennessee
- Virginia

What are the withholding rules for other nonresident employees?

Employers can also face withholding tax liability for employees, other than telecommuters, who work even a short period of time in another state.

10 states have workday withholding thresholds for nonresident employees.

- Arizona
- Connecticut
- Hawaii
- Illinois
- Louisiana
- New Mexico



- North Dakota
- 
- 
- Vermont

- 
- 
- West Virginia

- 
- 

Utah provides withholding relief if an employer can certify that it is not doing business in the state for more than 60 days during the calendar year.

Six states have wage or income withholding thresholds for nonresident employees.







- California
- Idaho
- Minnesota
- Oklahoma
- South Carolina
- Wisconsin

Georgia and Maine have a combination of an income and work-day threshold. Oregon provides withholding relief if an employer can show that wages paid are \$300 or less during the calendar year.

21 states and the District of Columbia do not have any withholding thresholds based on workdays, wages paid, income received, or other criteria.

- Alabama
- Arkansas
- Colorado
- Delaware
- Indiana
- Iowa



- Kentucky
-   ◦ Maryland
-   ◦ Massachusetts
-   ◦ Michigan
- Mississippi
- Missouri
- Montana
- Nebraska
- New Jersey
- North Carolina
- Ohio
- Pennsylvania
- Rhode Island
- Virginia

What are the state filing rules for nonresident employees?

Employees who work in another state shouldn't wait until the last minute to review state and local income tax laws and nonresident filing requirements in places where they perform services or conduct business. Other reasons individuals may need to file a nonresident state income tax return include receiving income from:

- A partnership, LLC or S corporation based in another state.
- A trade or business in another state, like consulting services.
- Rental property in another state.
- The sale of real estate in another state.
- Lottery or other gambling winnings from another state.



the tax year exceeds:



- A specific filing threshold
- The nonresident's standard deduction
- The nonresident's personal exemption

These states include:

- Alabama
- Arizona
- California
- Connecticut
- Georgia
- Hawaii
- Idaho
- Iowa
- Kentucky
- Maine
- Massachusetts
- Minnesota
- Missouri
- Montana
- New Jersey
- New York
- North Carolina
- Oklahoma
- Oregon



- Vermont
- Virginia
- West Virginia
- Wisconsin

Many of these states base the filing threshold on a nonresident's adjusted gross income and filing status.

17 states have return filing requirements for nonresidents who receive taxable income from state sources, regardless of income level.

- Arkansas
- Colorado
- Delaware
- Illinois
- Indiana
- Kansas
- Louisiana
- Maryland
- Michigan
- Mississippi
- Nebraska
- New Mexico
- North Dakota
- Ohio
- Rhode Island
- South Carolina
- Utah



the nonresident:



- Performed employment duties in the state for 25 or fewer days



- Performed employment duties in more than one state during the calendar year



Is not a professional athlete or athletic team staff member, professional entertainer, public figure, or film production employee

- Does not have income from other state sources during the tax year

What states offer relief from filing or withholding obligations?

Reciprocal state agreements allow individuals to work in another state without having to file a nonresident income return. The agreements also relieve employers of their withholding obligations. They are typically made between neighboring states that share borders.

Reciprocal agreements exist between:

- The District of Columbia, Maryland, and Virginia
- Illinois, Iowa, Kentucky, Michigan, and Wisconsin
- Indiana, Kentucky, Michigan, Ohio, Pennsylvania, and Wisconsin
- Iowa and Illinois
- Kentucky, Illinois, Indiana, Michigan, Ohio, Virginia, West Virginia, and Wisconsin
- Maryland, the District of Columbia, Pennsylvania, Virginia, and West Virginia
- Michigan, Illinois, Indiana, Kentucky, Minnesota, Ohio, and Wisconsin
- Minnesota, Michigan, and North Dakota
- Montana and North Dakota
- New Jersey and Pennsylvania
- North Dakota, Minnesota, and Montana
- Ohio, Indiana, Kentucky, Michigan, Pennsylvania, and West Virginia



- Virginia, the District of Columbia, Kentucky, Maryland, Pennsylvania, and West Virginia



- West Virginia, Kentucky, Maryland, Ohio, Pennsylvania, and Virginia



- Wisconsin, Illinois, Indiana, Kentucky, and Michigan



Conspicuously absent from the states providing one another reciprocity are New York, Connecticut, and New Jersey. As a result, workers who live in one of these states and work in another must file nonresident income tax returns if they meet the filing thresholds.

To avoid double taxation, all states also allow residents to take a tax credit on their tax return for income taxes they paid to other states.

State nexus, withholding, and filing rules for telecommuters and nonresident employees

This chart provides an overview of nexus, withholding, and filing rules for telecommuters and nonresident employees in each state and the District of Columbia. You can find additional details on these topics and more in the CCH State Tax Smart Charts on CCH AnswerConnect.

Alabama

Telecommuter nexus thresholds.

Creates nexus if compensation paid or other activities exceed bright-line nexus threshold factors.

Nonresident employee withholding thresholds.

No thresholds based on work days in the state, wages paid, income received, or other criteria.

Nonresident filing thresholds.

Nonresidents must file if their gross income from state sources exceeds the allowable prorated personal exemption of:


- \$1,500 for single or married taxpayers filing separately; or
- \$3,000 for married taxpayers filing jointly or taxpayers filing as head of household.



ALASKA

Telecommuter nexus thresholds.

  Creates nexus.

  Nonresident employee withholding thresholds.

  N/A, because no personal income tax.

Nonresident filing thresholds.

N/A, because no personal income tax.

Arizona

Telecommuter nexus thresholds.

Creates nexus.

Nonresident employee withholding thresholds.

Withholding required if performing services in the state for 60 or more days during the calendar year.

Nonresident filing thresholds.

Nonresidents must file if their income exceeds:

- \$12,950 for single taxpayers and married taxpayers filing separately;
- \$19,400 for taxpayers filing as head of household; or
- \$25,900 for married taxpayers filing jointly.

Arkansas

Telecommuter nexus thresholds.

Creates nexus.

Nonresident employee withholding thresholds.

No thresholds based on work days in the state  s paid, income received, or other criteria.

Nonresidents must file if they received income from state sources.



California



Telecommuter nexus thresholds.

Creates nexus if compensation paid or other activities exceed bright-line nexus threshold factors.

Nonresident employee withholding thresholds.

Withholding required if more than \$1,500 of income paid during the calendar year.

Nonresident filing thresholds.

Nonresidents must file if their gross income or adjusted gross income exceeds the threshold for their filing status.

No dependents (Gross Income)

Single or Head of Household: \$20,913

Single or Head of Household (65 or older): \$27,913

Married Filing Jointly or Separately: \$41,830

Married Filing Jointly or Separately (one 65 or older): \$48,830

Married Filing Jointly or Separately (both 65 or older): \$55,830

1 dependent (Gross Income)

Single, Head of Household, or Qualifying Widow(er): \$35,346

Single, Head of Household, or Qualifying Widow(er) (65 or older): \$38,738

Married Filing Jointly or Separately: \$56,263

Married Filing Jointly or Separately (one 65 or older): \$59,655

Married Filing Jointly or Separately (both 65 or older): \$66,655

2 dependents or more (Gross Income)

Single, Head of Household, or Qualifying Widow(er): \$46,171

Single, Head of Household, or Qualifying Widow(er) (65 or older): \$47,398

Married Filing Jointly or Separately: \$67,088

Married Filing Jointly or Separately (one 65 or older): \$68,315

Married Filing Jointly or Separately (both 65 or older): \$75,315



Single or Head of Household: \$16,730

  Single or Head of Household (65 or older): \$23,730

Married Filing Jointly or Separately: \$33,466

  Married Filing Jointly or Separately (one 65 or older): \$40,466

  Married Filing Jointly or Separately (both 65 or older): \$47,466

1 dependent (AGI)

Single, Head of Household, or Qualifying Widow(er): \$31,163

Single, Head of Household, or Qualifying Widow(er) (65 or older): \$34,555

Married Filing Jointly or Separately: \$47,899

Married Filing Jointly or Separately (one 65 or older): \$51,291

Married Filing Jointly or Separately (both 65 or older): \$58,291

2 dependents or more (AGI)

Single, Head of Household, or Qualifying Widow(er): \$41,988

Single, Head of Household, or Qualifying Widow(er) (65 or older): \$43,215

Married Filing Jointly or Separately: \$58,724

Married Filing Jointly or Separately (one 65 or older): \$59,951

Married Filing Jointly or Separately (both 65 or older): \$66,951

Colorado

Telecommuter nexus thresholds.

Creates nexus if compensation paid or other activities exceed bright-line nexus threshold factors.

Nonresident employee withholding thresholds.

No thresholds based on work days in the state, wages paid, income received, or other criteria.

Nonresident filing thresholds.



Nonresidents must file if:

- they are required to file a federal return; and
- they received income from state sources.





CONNECTICUT

Telecommuter nexus thresholds.

  Creates nexus if sales from state sources exceed bright-line nexus threshold.

Nonresident employee withholding thresholds.

  Withholding required if performing personal services in the state for more than 15 days during the tax year.

Nonresident filing thresholds.

Nonresidents must file if their income exceeds:

- \$12,000 for married taxpayers filing separately;
- \$15,000 for single taxpayers;
- \$19,000 for taxpayers filing as head of household; or
- \$24,000 for married taxpayers filing jointly.

Delaware

Telecommuter nexus thresholds.

May create nexus.

Nonresident employee withholding thresholds.

No thresholds based on work days in the state, wages paid, income received, or other criteria.

Nonresident filing thresholds.

Nonresidents must file if they had gross income from states sources.

District of Columbia

Telecommuter nexus thresholds.

Creates nexus.

Nonresident employee withholding thresholds.

No thresholds based on work days in the state, wages paid, income received, or other criteria.

No filing requirement, unless nonresidents want a refund of taxes withheld.



Florida



Telecommuter nexus thresholds.



Nonresident employee withholding thresholds.

N/A, because no personal income tax.

Nonresident filing thresholds.

N/A, because no personal income tax.

Georgia

Telecommuter nexus thresholds.

Creates nexus.

Nonresident employee withholding thresholds.

Withholding required if employed in the state for more than 23 calendar days during a quarter and compensation exceeds the smaller of:

- 5% of the income received for performing services in all places during the tax year; or
- \$5,000.

Nonresident filing thresholds.

Nonresidents must file if they are required to file a federal return and income was received from state sources, unless they only received employment income not more than the smaller of:

- 5% of the income received for performing services in all places during the tax year; or
- \$5,000.

Hawaii



Creates nexus.



Nonresident employee withholding thresholds.



Withholding required if performing services in the state for more than 60 days during the calendar year.



Nonresident filing thresholds.

Nonresidents must file if their income exceeds the threshold for their filing status.

Single

under 65: \$3,344

65 or older: \$4,488

Head of household

under 65: \$4,356

65 or older: \$5,500

Married filing jointly

under 65: \$6,688

65 or older (one): \$7,832

65 or older (both): \$8,976

Married filing separately

under 65: \$3,344

65 or older: \$4,488

Qualifying widow(er)

under 65: \$5,544

65 or older: \$6,688

Idaho

Telecommuter nexus thresholds.

Creates nexus.



Withholding required if performing services in the state for compensation of \$1,000 or more during the calendar year.



Nonresident filing thresholds.

Nonresidents must file if their income from state sources exceeds \$2,500.



Illinois

Telecommuter nexus thresholds.

Creates nexus.

Nonresident employee withholding thresholds.

Withholding required if performing services in the state for more than 30 working days during the tax year.

Nonresident filing thresholds.

Nonresidents must file if they earned enough taxable income from state sources to have tax liability.

Indiana

Telecommuter nexus thresholds.

Creates nexus.

Nonresident employee withholding thresholds.

No thresholds based on work days in the state, wages paid, income received, or other criteria.

Nonresident filing thresholds.

Nonresidents must file if they have income from state sources, other than certain interest, dividends, or retirement income.

Iowa

Telecommuter nexus thresholds.

Creates nexus.



No thresholds based on work days in the state, wages paid, income received, or other criteria.



Nonresident filing thresholds.



Nonresidents must file if their income from state sources was \$1,000 or more.



Kansas

Telecommuter nexus thresholds.

Creates nexus.

Nonresident employee withholding thresholds.

No thresholds based on work days in the state, wages paid, income received, or other criteria.

Nonresident filing thresholds.

Nonresidents must file if they received income from state sources.

Kentucky

Telecommuter nexus thresholds.

Creates nexus.

Nonresident employee withholding thresholds.

No thresholds based on work days in the state, wages paid, income received, or other criteria.

Nonresident filing thresholds.

Nonresidents must file if they have:

- any gross income from state sources and gross income from all sources that exceeds the modified gross income for their family size; or
- self-employment gross receipts from state sources that exceeds the modified gross income for their family size.

Modified gross income and family size thresh



\$13,590 for a family size of 1;

\$23,030 for a family size of 3; or

\$27,750 for a family size of 4 or more.



Louisiana



Telecommuter nexus thresholds.

Creates nexus.

Nonresident employee withholding thresholds.

Withholding required if performing employment duties in the state for more than 25 days during the calendar year.

Nonresident filing thresholds.

Nonresidents must file if:

- they are required to file federal return; and
- they received income from state sources.

Maine

Telecommuter nexus thresholds.

Creates nexus if compensation paid or other activities exceed bright-line nexus threshold factors.

Nonresident employee withholding thresholds.

Withholding required if:

- performing services in the state for more than 12 days; and
- earning more than \$3,000 in gross income from all sources during the tax year.

Nonresident filing thresholds.

Nonresidents must file if they had income from state sources resulting in state income tax liability, unless they:



- make \$3,000 or less in income.



The 12-day threshold does not include up to 24 days performing certain personal services, like training and site inspections.



Maryland

Telecommuter nexus thresholds.

May create nexus.

Nonresident employee withholding thresholds.

No thresholds based on work days in the state, wages paid, income received, or other criteria.

Nonresident filing thresholds.

Nonresidents must file if:

- they are required to file a federal return; and
- they received income from state sources.

Massachusetts

Telecommuter nexus thresholds.

Creates nexus if sales from state sources exceed bright-line nexus threshold.

Nonresident employee withholding thresholds.

No thresholds based on work days in the state, wages paid, income received, or other criteria.

Nonresident filing thresholds.

Nonresidents must file if their income from states sources was more than:

- \$8,000; or
- their personal exemptions multiplied by the  of state source income to total income.

Michigan

Telecommuter nexus thresholds.

Creates nexus, if:



◦ taxpayer's representative has physical presence in the state for 1 or more days; or



sales activities exceed gross receipts threshold.

Nonresident employee withholding thresholds.

No thresholds based on work days in the state, wages paid, income received, or other criteria.

Nonresident filing thresholds.

Nonresidents must file if they received income from state sources.

Minnesota

Telecommuter nexus thresholds.

Creates nexus.

Nonresident employee withholding thresholds.

Withholding required if wages paid expected to exceed the income tax filing threshold for nonresidents.

Nonresident filing thresholds.

Nonresidents must file if their gross income from state sources is \$12,900 or more.

Mississippi

Telecommuter nexus thresholds.

Creates nexus.

Nonresident employee withholding thresholds.

No thresholds based on work days in the state, wages paid, income received, or other criteria.

Nonresident filing thresholds.



state.



Missouri

Telecommuter nexus thresholds.

Creates nexus.

Nonresident employee withholding thresholds.

No thresholds based on work days in the state, wages paid, income received, or other criteria.

Nonresident filing thresholds.

Nonresidents must file if:

- they are required to file a federal return; and
- they received \$600 or more of income from state sources.

Montana

Telecommuter nexus thresholds.

Creates nexus.

Nonresident employee withholding thresholds.

No thresholds based on work days in the state, wages paid, income received, or other criteria.

Nonresident filing thresholds.

Nonresidents must file if their federal gross income and income from state sources, excluding unemployment compensation, exceeds the threshold for their filing status.

Single, Married Filing Separately

under 65: \$5,090

65 or older: \$7,800



Head of Household



under 65: \$10,180



Married Filing Jointly

under 65: \$10,180

  65 or older (one): \$12,890

  65 or older (both): \$15,600

Nebraska

Telecommuter nexus thresholds.

Creates nexus.

Nonresident employee withholding thresholds.

No thresholds based on work days in the state, wages paid, income received, or other criteria.

Nonresident filing thresholds.

Nonresidents and part-year residents must file if they have income from state sources.

New Hampshire

Telecommuter nexus thresholds.

Creates nexus.

Nonresident employee withholding thresholds.

N/A, because state tax applies only to interest and dividend income and withholding not required.

Nonresident filing thresholds.

N/A, because nonresidents are not subject to the interest and dividend income tax.

New Jersey

Telecommuter nexus thresholds.

Creates nexus.

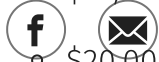
Nonresident employee withholding thresholds.

No thresholds based on work days in the state, wages paid, income received, or other criteria.

Nonresidents must file if their income exceeds:



- \$10,000 for single taxpayers and married taxpayers filing separately; or



- \$20,000 for married taxpayers filing jointly and taxpayers filing as head of household.



New Mexico

Telecommuter nexus thresholds.

Creates nexus.

Nonresident employee withholding thresholds.

Withholding required if performing services in the state for more than 15 days during the calendar year.

Nonresident filing thresholds.

Nonresidents must file if:

- they are required to file a federal return; and
- they received income from any business transaction, property, or employment in the state.

New York

Telecommuter nexus thresholds.

Creates nexus.

Nonresident employee withholding thresholds.

Withholding required if performing services in the state for more than 14 days during the calendar year, but not required if employee will work only a short period of time in the state and wages do not exceed personal exemption amount.

Nonresident filing thresholds.

Nonresidents must file if their income from state sources and state AGI (federal amount column) is more than the standard deduction of:



- \$11,200 for taxpayers filing as head of household with a qualifying dependent; or
- \$16,050 for married taxpayers filing jointly or taxpayers filing as a qualifying surviving spouse.



North Carolina



Telecommuter nexus thresholds.

Creates nexus.

Nonresident employee withholding thresholds.

No thresholds based on work days in the state, wages paid, income received, or other criteria.

Nonresident filing thresholds.

Nonresidents must file if their gross income from state sources exceeds the standard deduction of:

- \$12,750 for single or married taxpayers filing separately;
- \$19,125 for taxpayers filing as head of household; or
- \$25,500 married taxpayers filing jointly or taxpayers filing as a surviving spouse

North Dakota

Telecommuter nexus thresholds.

Creates nexus.

Nonresident employee withholding thresholds.

Withhold required if performing employment duties in the state for more than 20 days during the tax year.

Nonresident filing thresholds.

Nonresidents must file if:

- they are required to file a federal return; and
- they received income from state sources.



CTHO

Telecommuter nexus thresholds.



Creates nexus if compensation paid or other activities exceed bright-line nexus threshold factors.



Nonresident employee withholding thresholds.



Thresholds based on work days in the state, wages paid, income received, or other criteria.

Nonresident filing thresholds.

Nonresidents must file if they received income from state sources, unless they live reciprocal states and their only income from state sources is wage income.

Oklahoma

Telecommuter nexus thresholds.

Creates nexus.

Nonresident employee withholding thresholds.

Withholding required if wages paid for performing services in the state are more than \$300 during a calendar quarter.

Nonresident filing thresholds.

Nonresidents must file if their gross income from state sources is \$1,000 or more.

Oregon

Telecommuter nexus thresholds.

Creates nexus.

Nonresident employee withholding thresholds.

Withholding relief provided if an employer can show that wages paid are \$300 or less during the calendar year.

Nonresident filing thresholds.

Nonresidents must file if their gross income from state sources exceeds:



- \$3,895 for taxpayers filing as head of household; or
- \$4,840 married taxpayers filing jointly or taxpayers filing as a surviving spouse.



Pennsylvania



Telecommuter nexus thresholds.

Creates nexus if sales from state sources exceed bright-line nexus threshold.

Nonresident employee withholding thresholds.

No thresholds based on work days in the state, wages paid, income received, or other criteria.

Nonresident filing thresholds.

Nonresidents must file if:

- their total gross taxable income received from state sources is more than \$33, even if no tax is due; or
- there was a loss from any transaction as an individual, sole proprietor, partner in a partnership, S corporation shareholder, or association member.

Rhode Island

Telecommuter nexus thresholds.


Creates nexus.

Nonresident employee withholding thresholds.

No thresholds based on work days in the state, wages paid, income received, or other criteria.

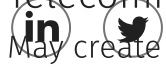
Nonresident filing thresholds.

Nonresidents must file if:

- they are required to file a federal return and have income from state sources; or
- they are not required to file a federal return  have state modifications increasing their federal AGI.

South Carolina

Telecommuter nexus thresholds.



May create nexus.



Nonresident employee withholding thresholds.

Withholding required if wages paid for performing services in the state are more than personal exemption amount.

Nonresident filing thresholds.

Nonresidents must file if:

- their state income tax was withheld; or
- their income was taxed by the state.

Tennessee

Telecommuter nexus thresholds.

Creates nexus if compensation paid or other activities exceed bright-line nexus threshold factors.

Nonresident employee withholding thresholds.

N/A, because no personal income tax.

Nonresident filing thresholds.

N/A, because no personal income tax.

Texas

Telecommuter nexus thresholds.

Creates nexus.

Nonresident employee withholding thresholds.

N/A, because no personal income tax.

Nonresident filing thresholds.





Utah
Telecommuter nexus thresholds.

Creates nexus.



Nonresident employee withholding thresholds.

Withholding relief if an employer can certify that it is not doing business in the state for more than 60 days during the calendar year.

Nonresident filing thresholds.

Nonresidents must file if:

- they are required to file a federal return; and
- they received income from state sources.

Vermont

Telecommuter nexus thresholds.

Creates nexus.

Nonresident employee withholding thresholds.

Withholding required if employee has been working from in-state location for 30 or more days.

Nonresident filing thresholds.

Nonresidents must file a return if they filed a federal return and:

- they earned or received income in the state of \$100 or more; or
- their gross income from state sources is \$1,000 or more.

Virginia

Telecommuter nexus thresholds.

Creates nexus, if any apportionment factor is positive.

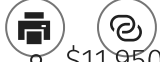


No thresholds based on work days in the state, wages paid, income received, or other criteria.



Nonresident filing thresholds.

Nonresidents must file if their income from state sources exceeds:



- \$11,950 for single and married taxpayers filing separately; or
- \$23,900 for married taxpayers filing jointly.

West Virginia

Telecommuter nexus thresholds.

May create nexus.

Nonresident employee withholding thresholds.

Withholding required if performing employment duties in the state for more than 30 days during the calendar year.

Nonresident filing thresholds.

Nonresidents must file if:

- they are required to file a federal return and have income from state sources; or
- they are not required to file a federal returns and state AGI is more than \$2,000 for each personal exemption or \$500 for zero exemptions.

Wisconsin

Telecommuter nexus thresholds.

May create nexus.

Nonresident employee withholding thresholds.

Withholding required if wages paid for performing services in the state are more than \$1,500 during the calendar year.



Nonresident filing thresholds.



Tim Bjur, JD

Senior Content Management Analyst

Tim Bjur is an attorney and senior content management analyst for Wolters Kluwer Tax & Accounting, who has spent the last 18 years analyzing state income tax legislation, case law, and regulatory developments. He offers a detailed understanding of state personal and corporate income taxation and trends across all states and has been quoted in top media publications, including Forbes and CNBC.

EXPLORE RELATED TOPICS

[GLOBAL NEWS](#)

[TAX NEWS](#)

TAX & ACCOUNTING NEWS

Whole Ball of Tax

Topical news articles, charts & expert articles featuring analysis from Wolters Kluwer federal & state tax experts for the current tax season and beyond.

[Whole Ball of Tax](#) →



RELATED INSIGHTS



[IRS guidance on new clean energy credits includes transferring to unrelated parties](#)



[Time is running out for millions to file 2019 tax returns and claim refunds](#)



[Tax bill for 2023?](#)



Related Insights



Tax & Accounting March 09, 2022

Elective Pass-Through Entity Tax

In response to the \$10,000 federal cap placed on deducting state and local taxes (SALT), some states are enacting optional pass-through entity taxes as a workaround to the cap.





[About Wolters Kluwer](#)

[Strategy](#)

[Our Organization](#)

[Management](#)

[Supervisory Board](#)

[Value Creation](#)

[News & Press Releases](#)

[Events](#)

[Solutions Directory](#)

[Health](#)

[Tax & Accounting](#)

[ESG](#)

[Finance](#)

[Compliance](#)

[Legal](#)

[Expert Insights](#)

[Careers](#)

[Investors](#)

[Sitemap](#)

[Site Owner](#)





When you have to be right

[Terms of Use](#)

[Privacy & Cookies](#)

© 2023 Wolters Kluwer N.V. and/or its subsidiaries. All rights reserved.





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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

Departments: County Administrative Office

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mary Booher, Interim County
Administrative Officer

SUBJECT Health and Human Services
Department

AGENDA DESCRIPTION:

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

Administrative steps to implement consolidation of the Public Health department and Social Services department (which Public Guardian, Public Administrator, and Public Guardian) into a newly created department of Health and Human Services; establish the position of Health and Human Services Director; and appoint the current Social Services Director/Interim Public Health Director as the Health and Human Services Director.

RECOMMENDED ACTION:

1. Approve job description for Health and Human Services Director; 2. Approve an amendment to the allocation list, deleting the Public Health Director position and the Social Services Director position and adding the position of Health and Human Services Director; 3. Adopt proposed ordinance setting forth County Departmental Structure, including the Department of Health and Human Services; 4. Announce fiscal impact and adopt proposed resolution approving an employment contract with Kathryn Peterson as Health and Human Services Director, and prescribing the compensation, appointment, and conditions of said employment.

FISCAL IMPACT:

This item does not increase costs from the compensation previously approved with the February 7, 2023, contract amendment. The cost of this position for the remainder of the fiscal year is \$203,417, of which \$167,536 is salary and \$35,881 is benefits. The total cost of salary and benefits for an entire fiscal year is \$232,477, of which \$191,470 is salary and \$41,007 is benefits. This is included in the preliminary FY 2023/24 budget.

CONTACT NAME: Mary Booher

PHONE/EMAIL: 760-932-5415 / mbooher@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

HHS Staff report
Resolution
Health and Human Services Director
Resolution - Employment Agreement
Employment Agreement - Kathryn Peterson
Ordinance
Ordinance Exhibit A

History

Time	Who	Approval
7/13/2023 1:16 PM	County Counsel	Yes
7/11/2023 3:56 PM	Finance	Yes
7/13/2023 3:04 PM	County Administrative Office	Yes



July, 18, 2023

To: Mono County Board of Supervisors

From: Mary Booher, Interim County Administrative Officer

RE: Consolidation of Public Health and Social Services into Health and Human Services

BOARD OF SUPERVISORS

CHAIR
Rhonda Duggan / District 2

VICE CHAIR
John Peters / District 4

Bob Gardner / District 3
Lynda Salcido / District 5
Jennifer Kreitz / District 1

COUNTY DEPARTMENTS

ASSESSOR
Hon. Barry Beck

DISTRICT ATTORNEY
Hon. David Anderson

SHERIFF / CORONER
Hon. Ingrid Braun

ANIMAL SERVICES
Chris Mokracek (Interim)

BEHAVIORAL HEALTH
Robin Roberts

COMMUNITY DEVELOPMENT
Wendy Sugimura

COUNTY CLERK-RECORDER
Scheereen Dedman

COUNTY COUNSEL
Stacey Simon, Esq.

ECONOMIC DEVELOPMENT
Jeff Simpson

EMERGENCY MEDICAL SERVICES
Bryan Bullock

FINANCE
Janet Dutcher
CPA, CGFM, MPA

INFORMATION TECHNOLOGY
Milan Salva (Interim)

PROBATION
Karin Humiston

PUBLIC HEALTH
Kathy Peterson (Interim)

PUBLIC WORKS
Paul Roten

SOCIAL SERVICES
Kathy Peterson

Strategic Plan Focus Areas Met

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

The September 2022 resignation of the Public Health Director resulted in the County Administrative Officer engaging MRG Solutions to review the current status of the Public Health Department. That assessment included interviews with management, including the County Administrator, the Social Services/Interim Public Health Director, and the Behavioral Health Director; staff in the Public Health Department; community members; and Public Health experts. The assessment focused on four organizational components of culture, strategy, structure, and compliance. The assessment was completed by Dr. James Gandley, who has over 20 years experience in Health in Human Services in Placer County Nevada (see attachment 9 of report for more information).

The assessment recommended that “Mono County Public Health can continue to function as a stand-alone department or merge with Social Services. ***The recommendation is to merge with Social Services for the reasons presented in this assessment.***”

On April 4, 2023 the Board of Supervisors directed staff to begin the consolidation of Public Health and Social Services, under the leadership of current Social Services Director and Interim Public Health Director, Kathy Peterson. Since that time, Ms. Peterson has worked collaboratively with staff to develop the proposed organizational structure for the consolidated department, and through that process, staff as determined that “Health and Human Services” is the best title for this new consolidated department.

On July 11, 2023 the Board had the first reading of an ordinance to consolidate Public Health and Social Services into Health and Human Services. Today, staff

is requesting the Board to take the additional actions to formalize Health and Human Services. This includes the following actions:

1. Adopt the proposed ordinance consolidating Public Health and Social Services into Health and Human Services.
2. Approve the Health and Human Services Director Job Description.
3. Approve an amendment to the allocation list, deleting the Director of Public Health, deleting the Director of Social Services, and adding the Health and Human Services Director.
4. Approve the Employment Agreement with Kathy Peterson as Health and Human Services Director.

If adopted today, the ordinance will become effective August 18. Between now and August 15, Ms. Peterson will return with the proposed organizational chart for Health and Human Services.



R23-__

**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 ELIMINATE 868-DSS-030-01 DIRECTOR OF SOCIAL SERVICES AND 860-PHD-
027-01 AND TO ADD 860-PHD-017-01 DIRECTOR OF HEALTH AND HUMAN
SERVICES IN THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**

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

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

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

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

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that the County Administrative Officer is authorized to amend the County of Mono List of Allocated Positions to reflect the following changes:

//

//

//

//

//

//

1 Reduce the allocation of 860-PHD-027-01 full-time permanent Director of Public Health
2 (new total of 0 at salary range 18, \$10,285 - \$12,502).

3 Reduce the allocation of 868-dss-030-01 full-time permanent Director of Social Services
4 (new total of 0 at salary range 18, \$10,285 - \$12,502).

5 Add the allocation of 860-PHD-017-01 full-time permanent Director of Health and
6 Human Services (new total 1 one position at salary range 24, \$13,783 -\$16,754 per month).

7
8 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2023,
9 by the following vote, to wit:

10 **AYES:**

11 **NOES:**

12 **ABSENT:**

13 **ABSTAIN:**

14
15
16
17 _____
18 Rhonda Duggan, Chair
19 Mono County Board of Supervisors

20 **ATTEST:**

APPROVED AS TO FORM:

21
22
23 _____
24 Clerk of the Board

County Counsel



MONO COUNTY
Date Revised: 07/2023

BARGAINING UNIT: At-Will
Salary Range: 24

**Health and Human Services Director
(Public Administrator/Public Guardian/Public Conservator)**

DEFINITION

To plan, organize, direct, and review the activities and operations of the Health and Human Services Department, including Public Administrator/ Guardian/Conservator. Coordinate assigned activities with other Departments and outside agencies.

DISTINGUISHING CHARACTERISTICS

This is an executive management level single position class. The Health and Human Services Director is an at-will position. This position determines policy, manages personnel and budgets, develops programs and formulates operational objectives, and is responsible to manage and direct a variety of local, state, and federal programs with significant impact on community services. Within state legal requirements and broad County ordinances, policies, and procedural guidelines, the responsibilities of this position demand comprehensive knowledge and expertise in the delivery of health and human services, a high level of initiative, independent judgment, and discretion, as well as strong and effective management and leadership skills to develop, administer, and direct Department staff and programs. This position will work closely and in collaboration with other State, County, and non-county organizations.

The Public Administrator/Guardian/Conservator determines policy, manages personnel and budgets, develops programs, and formulates operational objectives and is responsible to manage and direct assigned programs. Within state legal requirements and County ordinances, policies, and procedural guidelines, responsibilities of this position require comprehensive knowledge of the management of the financial business of clients.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the County Administrative Officer.

Exercises direct supervision over Deputy Directors and other administrative personnel within the Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the represented duties below including but not limited to the following. (All duties may not be performed by all incumbents.) Other administrative duties may be assigned.

- Plan, organize, coordinate, and direct the programs, activities, and operations of the Department; formulate policies and procedures concerning activities of the Department; establish and maintain goals, objectives, and plans for carrying out the functions of the Department.
- Coordinate activities of the Department with those of other Departments and outside agencies and organizations; prepare and present staff reports and other necessary correspondence.

- Direct, oversee, and participate in the development of the Department's work plan for assigned functions; assign work activities, projects, and programs; monitor workflow; review and evaluate work products, methods, and procedures.
- Supervise, participate in and ensure the development and administration of Health and Human Services budgets; direct the forecast of additional funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments, as appropriate.
- As Public Administrator, administer the estate of county residents who die without a will or family in Mono County; may include marshaling all assets, selling real or personal property, performing heir searches, and overseeing the distribution of the estate.
- As Public Guardian/Conservator, serve as conservator of a person and/or estate of individuals needing protective intervention.
- Directly, or through Department supervisory staff, select, train, motivate, and evaluate personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
- Recruit, select, train, and evaluate direct reports within the Department and, through them, all Department staff.
- Advise the Board of Supervisors, County Administrative Officer, and/or appointive boards and commissions on long range planning where Department services are concerned; negotiate, recommend, monitor, and evaluate services provided to the community.
- Implement improvements, determine, and recommend plans for establishing new service programs or major changes in methods or levels of service delivery.
- Develop and implement plans and procedures to enhance revenue from State, Federal, fee, and other funding sources as appropriate.
- Review, evaluate, and make recommendations regarding changes in State laws and regulations that will have an impact on the delivery of community services and establish plans to implement appropriate programs; advise the CAO of specific plans, costs, and recommendations for programs.
- Analyze and evaluate program results as related to objectives and policy guidelines; review program funding needs, formulate budget guidelines, and control program activities within budgetary limits or policies.
- Manage the preparation of annual Department budgets; justify fund requests and staff allocations; ensure that budget is administered within Board of Supervisors approved expenditure and revenue levels.
- Establish and maintain liaison with representatives of State, Federal, and local agencies, and associations and commissions.
- Make public presentations before the Board of Supervisors, professional organizations, or public groups to provide information on Departmental programs and goals.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS REQUIRED

Education and Experience

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Six years of increasingly responsible experience in social services or public health, including two years of significant administrative managerial experience working in a large public agency.

Training:

Equivalent to a bachelor's degree from an accredited college or university with major course work in Public Administration, Public Health, Social Work, or a related field.

Candidates that possess a Master's degree or Doctorate may qualify at a higher Range.

Licenses and Certifications

Certification by the Association for Public Administrators, Guardians and Conservators working within California is legally required.

Possession of, or ability to obtain, a California driver's license.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Principles and practices of Health and Human Services to include: rules, regulations, State and Federal program policies, and procedures.
- Principles and techniques of organization, administrative management, budget preparation, and fiscal control.
- Principles and practices of personnel administration, effective management, supervision, and training.
- Principles and procedures associated with hiring, evaluating, training, and disciplining employees.
- Organizational and management practices as applied to analysis and evaluation of programs, policies, and operational needs.
- Governmental codes, laws, rules, and regulations, legislative process, and practices and policies relating to health and social services programs.
- Communication and conflict resolution.
- Public information and contract administration.
- Intergovernmental relationships and regulations affecting community service delivery.

Ability to:

- Plan, direct, interpret, and evaluate the administration and operations of the Health and Human Services Department.
- Analyze complex administrative and regulatory problems, evaluate alternatives and adopt effective courses of action.
- Select, orient, supervise, and evaluate subordinate Departmental personnel.
- Plan, direct, and coordinate the work of others; develop and provide effective training.
- Establish and execute Department policies and procedures.
- Develop and implement short and long-range Department goals and objectives.
- Administer a budget.

- Analyze situations accurately and take effective action.
- Prepare and present clear and concise correspondence, reports, and recommendations.
- Communicate effectively both verbally and in writing.
- Work cooperatively with other employees.
- Establish and maintain cooperative working relationships with staff, other Departments and agencies, the private sector, and the public.
- Use standard office computers for word processing and spreadsheets.

ADDITIONAL REQUIREMENTS

Travel within and outside of Mono County may be required for meetings and training.

PHYSICAL DEMANDS AND WORKING CONDITIONS:

The physical demands and work environment 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 regularly required to talk or hear. The employee frequently is required to sit. The employee is often required to travel to and make outside visits – occasionally on uneven surfaces with potential access barriers; to use hands to finger, handle, or feel; reach with hands and arms; and to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 10 pounds. Specific vision and hearing abilities required by this job include hearing and vision adequate to observe human interaction, and vision to input and access information from a computer system.

While performing the duties of this job, the employee is occasionally exposed to outside weather conditions. The noise level in the work environment is usually quiet.



RESOLUTION NO. R23-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
EMPLOYMENT AGREEMENT WITH KATHRYN E. PETERSON
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 Kathryn E. Peterson, 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 Ms. Peterson. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 18th day of July, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

Rhonda Duggan, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**EMPLOYMENT AGREEMENT OF KATHRYN E. PETERSON
AS HEALTH AND HUMAN SERVICES DIRECTOR FOR MONO COUNTY**

This Agreement is entered into by and between Kathryn E. Peterson and the County of Mono (hereinafter “County”).

I. RECITALS

Kathryn E. Peterson (hereinafter “Ms. Peterson”) is currently employed by County as its Director of Social Services and Interim Director of Public Health. The County wishes to now employ Ms. Peterson as its Director of Health and Human Services in accordance with the terms and conditions set forth in this Agreement. Ms. Peterson wishes to accept continued employment with the County on said terms and conditions. This agreement shall supersede and replace the prior employment agreement between the County and Ms. Peterson entered into on or around January 5, 2021, and last amended February 7, 2023.

II. AGREEMENT

1. This Agreement shall commence July 18, 2023 (“Effective Date”), and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Ms. Peterson shall be employed by Mono County as its Director of Health and Human Services, serving at the will and pleasure of the County Administrative Officer (CAO). Ms. Peterson accepts such continued employment. The CAO shall be deemed the “appointing authority” for all purposes with respect to Ms. Peterson’s employment. The CAO and Ms. Peterson will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Peterson’s work. Ms. Peterson’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the CAO in accordance with the “Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees” adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Ms. Peterson’s salary shall continue to be Range 24, Step D, as set forth in the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R23-016 adopted on February 21, 2023, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Ms. Peterson understands that she is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County as determined by the County’s contract with

PERS and/or County policy, and also any employee share of the “normal cost” of her retirement benefits that may be mandated by the Public Employees’ Pension Reform Act of 2013 (PEPRA).

5. Ms. Peterson shall continue to earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service. Ms. Peterson 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. Consistent with Ms. Peterson’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Peterson may have accrued as of the effective date of this Agreement nor on her 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 Ms. Peterson’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Peterson’s full participation in applicable professional associations, for her continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the CAO.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Peterson shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Peterson’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Peterson understands and agrees that her 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 her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Peterson cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she 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 Ms. Peterson’s regular schedule ever be reduced to less than full-time

employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the “at will” nature of Ms. Peterson’s employment, the CAO may terminate Ms. Peterson’s employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Peterson understands and acknowledges that as an “at will” employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her 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 Ms. Peterson’s employment.
10. In the event of a termination without cause under paragraph 9, Ms. Peterson shall receive as severance pay a lump sum equal to six (6) months’ salary. For purposes of severance pay, “salary” refers only to base compensation. Ms. Peterson shall not be entitled to any severance pay in the event that the CAO has grounds to discipline her on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Peterson shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Peterson may resign her employment with the County at any time. Her 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. Ms. Peterson shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Peterson.
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 Ms. Peterson’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 Ms. Peterson'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. Ms. Peterson shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Peterson is convicted of a crime involving abuse of office or position.

14. Ms. Peterson acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Peterson further acknowledges that she 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 her right to do so, and that she 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 18th day of July, 2023.

EMPLOYEE

THE COUNTY OF MONO

Kathryn E. Peterson

By: Rhonda Duggan, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



ORD23-__

**AN ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS ADDING CHAPTER 2.05
TO THE MONO COUNTY CODE
“COUNTY DEPARTMENTAL STRUCTURE”**

WHEREAS, the County’s departmental structure is not currently outlined in the Mono County Code or any formal document of the County where it is accessible to the public or County officials and staff; and

WHEREAS, in April of 2023, the Board directed that the departments of Public Health and Social Services be consolidated into a single department for the purpose of enhancing customer service and access to public resources; and

WHEREAS, Exhibit A, which is attached hereto and incorporated by this reference, contains the text of a new Chapter 2.05 to be added to the Mono County Code for the purposes of codifying the departmental structure of the County, making it accessible and transparent and, in doing so, contributing to the implementation of the Board’s April decision to consolidate the departments of Public Health and Social Services;

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

/////

/////

/////

/////

/////

/////

/////

1 **SECTION ONE:** Mono County Code Chapter 2.05: “County Departmental Structure”,
2 which is set forth in its entirety in Exhibit A, is hereby adopted.

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

9 **PASSED, APPROVED and ADOPTED** this 18th day of July, 2023, by the following
10 vote, to wit:

11 **AYES:**

12 **NOES:**

13 **ABSENT:**

14 **ABSTAIN:**

15
16
17 _____
18 Rhonda Duggan, Chair
19 Mono County Board of Supervisors

20 **ATTEST:**

21 **APPROVED AS TO FORM:**

22 _____
23 Clerk of the Board

24 _____
25 County Counsel

EXHIBIT A

Chapter 2.05 COUNTY DEPARTMENTAL STRUCTURE

Sections:

2.05.010 – County Department Structure

2.05.020 – Departments Managed by Elected Department Heads

2.05.030 – Departments Managed by Board-Appointed Department Heads

2.05.040 – Departments Managed by County Administrator-Appointed Department Heads

2.05.050 – Office of the Agricultural Commissioner

2.05.060 – Veterans' Services Office

2.05.070 – Probation Department

2.05.080 – Farm Advisor

2.05.010 – County Departmental Structure

A. The County is comprised of various county departments (or offices), as described in this chapter.

B. Each county department is supervised by a department director or department head, who is elected by the voters of Mono County, appointed by the Mono County Board of Supervisors, appointed by the County Administrative Officer or appointed in collaboration with another County. The Board of Supervisors determines terms and conditions of employment for all department and agency heads, unless otherwise provided.

C. This Chapter memorializes the county departmental structure but does not set forth the duties or statutory requirements of any county department, or of any director thereof. The duties and statutory requirements can be found in other chapters of this Mono County Code and/or applicable law.

2.05.020 – Departments Managed by Elected Department Heads

Each department listed in this section is managed under the direction of an elected department head who serves at the pleasure of the Mono County electorate. Terms and conditions of the employees of these departments are governed by collective bargaining agreements, applicable personnel rules, and other legally binding authorities.

A. Assessor's Office

B. District Attorney's Office

C. Sheriff/Coroner's Office

2.05.030 – Departments Managed by Board-Appointed Department Heads

Each department or office listed in this section is managed under the direction of a department director or department head appointed by the Mono County Board of Supervisors and serving at the pleasure of

the Board. The terms and conditions of employment are set forth in a contract of employment with each individual director approved by the Board of Supervisors and subject to applicable law and policies. Each of these departments may contain department divisions under the supervision of the department director.

- A. County Administration
- B. County Counsel
- C. Agricultural Commissioner's Office (see also, Section 2.05.050).
- D. Veterans' Services' Office (see also, Section 2.05.060)

2.05.040 – Departments Managed by County Administrator-Appointed Department Heads

Each department listed in this section is managed by a department director who is appointed by and serves at the pleasure of the County Administrative Officer, as set forth in Mono County Code Section 2.84.080. The terms and conditions of employment for each department director/department head are set forth in a contract of employment approved by the Board of Supervisors and applicable law. These departments may contain divisions under the supervision of the department director.

- A. Animal Services
- B. Behavioral Health
- C. County Clerk – Recorder/Registrar of Voters/Clerk of the Board
- D. Community Development
- E. Economic Development
- F. Emergency Medical Services
- G. Finance
- H. Health and Human Services
- I. Information Technology
- J. Public Works

2.05.050 – Office of the Agricultural Commissioner

A. The Office of the Agricultural Commissioner is managed under the direction of a department director/department head who concurrently serves as the Agricultural Commissioner, Director of Weights and Measures and Pesticide Enforcement Officer (hereafter "Agricultural Commissioner"). Except as provided in subsection B below, the Agricultural Commissioner is appointed by the Board of Supervisors and supervised by the County Administrative Officer according to terms and conditions of employment set forth in a contract of employment approved by the Board of Supervisors and applicable law.

B. Notwithstanding subsection A above, the Agricultural Commissioner is a position that may be shared between or among counties in accordance with applicable law.

C. The Agricultural Commissioner shall be an employee of either Mono County or a partner neighboring county in accordance with the terms and conditions of an agreement between the counties and in accordance with all applicable law.

2.05.060 – Veterans’ Services Office

A. The Veterans’ Services Office is managed under the direction of the Veterans’ Services Officer. Except as provided in subsection B below, the Veterans’ Services Officer is appointed by the Board of Supervisors and supervised by the County Administrative Officer according to terms and conditions of employment set forth in a contract of employment approved by the Board of Supervisors and applicable law.

B. Notwithstanding subsection A above, the Veterans’ Services Officer is a position that may be shared between or among counties in accordance with all applicable law.

C. The Veteran’s Services Officer shall be an employee of either Mono County or a partner county in accordance with the terms and conditions of an agreement between the counties and in accordance with all applicable law.

2.05.070 – Probation Department

The Probation Department is managed under the direction of the Chief Probation Officer as established by Mono County Code Section 2.48.010. The terms and conditions of employment for the Chief Probation Officer are set forth in the employment agreement for that position and Government Code section 27770.

2.05.080 – Farm Advisor

A. The Mono County Farm Advisor is a position created in partnership with the University of California Cooperative Extension program. This position leverages federal, state, and local funds to assist residents in matters related to agricultural production.

B. The Mono County Farm Advisor is a position that may be shared among counties in accordance with the terms and conditions of an agreement between those counties and in accordance with all applicable law.

C. The Farm Advisor shall be an employee of either Mono County or a partner neighboring county in accordance with the terms and conditions of an agreement between those counties and in accordance with all applicable law.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

Departments: Public Health

TIME REQUIRED 5 minutes

SUBJECT Employment Agreement for Thomas
Boo, MD as Acting Public Health
Officer

**PERSONS
APPEARING
BEFORE THE
BOARD**

Kathy Peterson, Interim Public Health
Director

AGENDA DESCRIPTION:

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

Employment Agreement with Dr. Thomas Boo, MD to serve as Acting Public Health Officer while Mono County conducts a full recruitment for a Public Health Officer.

RECOMMENDED ACTION:

Announce fiscal impact, approve Employment Agreement with Dr. Thomas Boo, MD, to serve as Acting Public Health Officer.

FISCAL IMPACT:

The full fiscal year impact estimate assuming maximum of 20 hours per week is \$135,842 comprised of \$119,600 in Salary, \$13,072 in Public Employees Retirement System (PERS), and \$3,170 in required benefits. The Public Health Officer is an allocated, budgeted position.

CONTACT NAME: Kathy Peterson

PHONE/EMAIL: 7609241763 / kpeterson@mono.ca.gov

SEND COPIES TO:

S Butters and K Peterson

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
Resolution
contract

History

Time	Who	Approval
7/10/2023 11:07 PM	County Counsel	Yes
7/12/2023 10:54 AM	Finance	Yes
7/13/2023 7:44 AM	County Administrative Office	Yes



MONO COUNTY HEALTH DEPARTMENT

Public Health

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

DATE: July 18, 2023

TO: Honorable Board of Supervisors

FROM: Kathryn Peterson, Interim Public Health Director

SUBJECT: Employment Agreement for Dr. Thomas Boo, M.D as Acting Public Health Officer

Discussion:

Dr. Thomas Boo, M.D., is asked by Mono County to serve as Acting Public Health Officer for Mono County while the County conducts a recruitment for a new Public Health Officer to fill the vacancy created by the departure of Caryn Slack, M.D., its former Public Health Officer. Dr. Boo served as the Mono County Public Health Officer from February 2018 through April 2021. The County now wishes to employ Dr. Boo in an acting capacity in accordance with the terms and conditions set forth in the attached Employment Agreement. The Employment Agreement shall commence July 18, 2023 and shall remain in effect unless or until terminated by either party in accordance with the Employment Agreement.

For questions, please contact Kathy Peterson, 760-924-1763, kpeterson@mono.ca.gov.



RESOLUTION NO. R23-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
APPROVING AN EMPLOYMENT AGREEMENT WITH DR. THOMAS BOO, M.D.,
AS ACTING PUBLIC HEALTH OFFICER
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 Dr. Thomas Boo, M.D. as Acting Public Health Officer, 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 Dr. Boo. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 18th day of July 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

Rhonda Duggan, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**EMPLOYMENT AGREEMENT OF DR. THOMAS BOO, M.D.,
AS ACTING PUBLIC HEALTH OFFICER FOR MONO COUNTY**

This Agreement is entered into by and between Dr. Thomas Boo, M.D., and the County of Mono (hereinafter "County").

I. RECITALS

The County wishes to employ Dr. Thomas Boo, M.D., hereinafter ("Dr. Boo) as its Acting Public Health Officer on a temporary, part-time basis (up to 20 hours per week) in accordance with the terms and conditions set forth in this Agreement. Dr. Boo wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence July 18, 2023, and shall remain in effect unless and until terminated by either party in accordance with this Agreement.
2. Commencing July 18, 2023, Dr. Boo shall be employed on a part-time basis by Mono County as its Acting Public Health Officer, serving at the will and pleasure of the Mono County Public Health Director/Health and Human Services Director (hereafter the "Director"). Dr. Boo accepts such employment. The Director shall be deemed the "appointing authority" for all purposes with respect to Dr. Boo's temporary employment. Dr. Boo shall perform all of the services and work set forth in Attachment A, which is attached hereto and incorporated herein by this reference, in addition to such other such services as may be assigned by the Director. (Note: The number of hours of service per week may vary at the discretion of the Director.)
3. Dr. Boo's salary shall be \$115 per hour of work performed pursuant to this Agreement.
4. It is understood that Dr. Boo's hours worked may vary from week to week but shall, overall, not exceed 20 hours per week/50% FTE. Prior to exceeding forty (40) hours in any two-week pay period, Dr. Boo shall notify the Director in writing of the anticipated overage and obtain his or her written consent. Salary shall be paid on an hourly basis and shall be based on actual hours worked during any pay period.
5. Dr. Boo understands that, in the event the County is required to enroll him in the Public Employees Retirement System (PERS) as a result of the number of hours worked, he is responsible for paying the employee's share of any retirement contributions owed to PERS with respect to his employment for the County, and also any employee share of the "normal cost" of her retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).
6. Dr. Boo's employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act.

[T.Boo/Acting]

7. Due to the temporary nature of his employment under this Agreement, Dr. Boo shall not be entitled to the general benefits provided by the County to other management-level employees pursuant to the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (the “*Management Benefits Policy*”). Such benefits include, but are not limited to: paid merit, sick, vacation or holiday time; contributions to a County 401(a) plan; medical, vision, dental, disability or life insurance or retirement benefits, except to the extent that provision of any such benefit is required by law.
8. Dr. Boo 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 is expressly contingent on his actual and regular rendering of personal services to the County. Should Dr. Boo 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 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.
9. Consistent with the “at will” nature of Dr. Boo’s employment, the Director may terminate Dr. Boo’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. Dr. Boo understands and acknowledges that as an “at will” and temporary employee, he will not have permanent status nor will his employment be governed by the Mono County Personnel Rules except to the extent that the Rules are ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Director may, in his or her discretion, take during Dr. Boo’s employment.
10. Dr. Boo 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. Dr. Boo shall not be entitled to additional compensation of any kind after the effective date of such resignation.
11. This Agreement constitutes the entire agreement of the parties with respect to the temporary employment of Dr. Boo.
12. The parties agree that the Board of Supervisors’ approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties’ intent to alter in any way the fundamental statutory (non-contractual) nature of Dr. Boo’s

[T.Boo/Acting]

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 Dr. Boo'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. Dr. Boo shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Dr. Boo is convicted of a crime involving abuse of office or position.

13. Dr. Boo acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Dr. Boo 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 18th day of July, 2023.

EMPLOYEE

THE COUNTY OF MONO

Dr. Thomas Boo, M.D.

Rhonda Duggan, Chair Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

ATTACHMENT A
JOB DESCRIPTION/DUTIES

- I. Perform all County Public Health Officer duties and functions prescribed in applicable State and County laws and regulations, including but not limited to serving on the Mono County Children and Families First Commission, and complying with any applicable order of the State Department of Health Services.
- II. In cooperation and coordination with the Director, formulate goals, objectives, and priorities for the Public Health Officer position.
- III. As requested, provide updates to the Board of Supervisors on community health needs, emerging health issues, and recommendations for emergency responses.
- IV. Provide 24/7 availability via redundant communication systems to the Director and other designated County Officials.
- V. In consultation with the Director, provide professional and medical direction to the County's Public and Environmental Health Departments, and enforce and support local health orders, ordinances, regulations, and State/Federal health orders.
- VI. Provide advice and opinions on medical and public health policy issues to the Health and Human Services/Public Health Department, Environmental Health Program, vector control agencies, hospital, healthcare providers, schools, elected and appointed officials, jails, and other agencies or individuals with public health needs or concerns.
- VII. Serve as a professional medical consultant to the County for the services provided by Animal Control, Behavioral Health, Paramedic Services, Probation Department, and the Sheriff's Jail Division.
- VIII. Represent the County's interests at appropriate State and professional meetings such as the California Conference of Local Health Officers, and regional, State, and National Public Health planning bodies.
- IX. Serves as the Medical and Health Operational Area Coordinator (MHOAC) and subject matter expert in public health emergency preparedness and multi-agency coordination representing Mono County at the State, Federal, and local levels.
- X. Perform such other duties as may be assigned by the Director.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

Departments: Public Works - Recreation

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Marcella Rose, Sustainable
Recreation Coordinator

SUBJECT Amendment to Mammoth Lakes
Trails and Public Access Foundation
Contract

AGENDA DESCRIPTION:

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

Proposed contract amendment with Mammoth Lakes Trails and Public Access Foundation (MLTPA) pertaining to expansion of contract services to include work on various Recreation division grants.

RECOMMENDED ACTION:

Approve, and authorize CAO to sign, contract amendment with Mammoth Lakes Trails and Public Access Foundation (MLTPA) for recreation management related services for the period January 17, 2022, through January 16, 2025, and a not-to-exceed (NTE) amount of \$120,000.

FISCAL IMPACT:

The amendment increases the contractual amount encumbered in the recreation budget. Original contract was not to exceed \$75,000 (NTE \$25,000 in any 12- month period); this amendment increases it to NTE \$120,000 over contract period (NTE \$40,000 in any 12 month period). Funding source is geothermal royalties and grant awards.

CONTACT NAME: Marcella Rose

PHONE/EMAIL: 760-616-4953 / mrose@mono.ca.gov

SEND COPIES TO:

Marcella Rose

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Amendment to MLTPA Contract](#)

[Original \(Current\) MLTPA Contract](#)

History

Time	Who	Approval
7/12/2023 12:55 PM	County Counsel	Yes
7/12/2023 9:37 AM	Finance	Yes
7/13/2023 7:43 AM	County Administrative Office	Yes



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

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

Date: 26 June 2023

To: Honorable Chair and Members of the Board of Supervisors

From: Marcella Rose, Sustainable Recreation Coordinator

Re: Amendment agreement for recreation management related services

Recommended Action

Approve, and authorize CAO to sign, contract amendment with Mammoth Lakes Trails and Public Access Foundation (MLTPA) for recreation management related services for the period January 26, 2022 through January 26, 2025 and a not-to-exceed amount of \$120,000.

Fiscal Impact:

Increase in amount encumbered from recreation budget. Original contract was NTE \$75,000 (NTE \$25,000 in any 12 mo. period); increase to NTE \$120,000 over contract period with a NTE \$40,000 in any 12mo. period.

Discussion:

The County has an existing contract with Mammoth Lakes Trails and Public Access Foundation (MLTPA) for services pertaining to recreation management. Two grants were recently awarded (and Board approved) to Mono County – the CA State Parks OHV Restoration grant and the Sierra Nevada Conservancy Dispersed Camping Grant. Both of these grants list MLTPA as a contractor and allocated grant funds for the provision of services to help with grant administration. This contract amendment is to increase the contract limit to include grant contributions for grant related services.

An amendment agreement with MLTPA is enclosed for Board consideration. Please contact me at (760) 616-4953 or mrose@mono.ca.gov if you have any questions regarding this item.

Respectfully submitted,

Marcella Rose
Sustainable Recreation Coordinator

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT BETWEEN THE COUNTY OF MONO AND
MLTPA FOUNDATION FOR THE PROVISION OF
RECREATION MANAGEMENT-RELATED SERVICES ON AN AS NEEDED BASIS**

This Agreement and First Amendment is entered into May 16, 2023 by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and MLTPA Foundation of Mammoth Lakes California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about January 26, 2022 and pertaining to Contractor's provision of recreation management-related services to the County (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

WHEREAS, the parties entered into the Contract for the purpose of Contractor providing recreation management-related services; and

WHEREAS, subsequently, Contractor and County determined that it would be beneficial to both parties to modify the Contract to add additional tasks to the scope of work and to adjust the fee schedule for MLTPA; and

WHEREAS, accordingly, there is a need to amend the scope of work, contract limit, and term of the Contract to provide for such additional services;

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 3.D. of the Contract ("Limit Upon Amount Payable") is hereby amended to increase the contract limit from \$75,000 to \$120,000, and to increase the limit payable in any twelve-month period from \$25,000 to \$40,000.
2. The Schedule of Fees, Attachment B, is amended to be replaced with the modified Attachment B, attached and incorporated herein by reference.
3. All other provisions of the Contract not modified herein shall remain in full force and effect.

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

COUNTY OF MONO:

CONTRACTOR:

Mary Booher, Interim County
Administrative Officer

John Wentworth
President, MLTPA

Date

Date

Approved as to Form:

County Counsel

**ATTACHMENT B
 AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF MONO
 AND MLTPA FOUNDATION FOR
 THE PROVISION OF RECREATION MANAGEMENT-RELATED SERVICES
 ON AN AS-NEEDED BASIS**

**TERM:
 FROM: 17-JAN-2022 TO: 16-JAN-2025**

SCHEDULE OF FEES:

The county shall pay Contractor for services and work performed under this Agreement in accordance with the Contractor’s Schedule of Fees, which is set forth below or in attachment B1 to this Agreement, which is incorporated herein by this reference. Contractor may amend its Schedule of Fees once per fiscal year that this Agreement is in effect, commencing on June 30, 2022, by sending County a revised Schedule of Fees no later than by May 31, 2023 (and May 31 of each subsequent year). Upon written agreement by the Director of Public Works, the new Schedule of Fees shall apply to all Scope of Work Letters issued pursuant to this Agreement after July 1 of the following fiscal year.

**MLTPA Billable Rate Sheet
 For Fiscal Year 2023/2024**

EFFECTIVE July 6, 2023

<i>Position</i>	<i>Rate</i>
Natural Resources Manager	\$ 92.00
Project Management Specialist	\$ 92.00
GIS Manager	\$ 92.00
Webmaster	\$ 92.00
Graphics Coordinator	\$ 92.00
Project Specialist 1	\$ 92.00
Digital Assets Manager	\$ 92.00
Operations Manager	\$ 75.00
Project Specialist 2	\$ 75.00
Funding + Communications Specialist	\$ 75.00
Data Technician	\$ 75.00

NOTE:

§ **MLTPA staff positions are not annual salaried positions. Projects and assigned tasks are at the direction of the Town of Mammoth Lakes or other clients per executed agreements.**

PO Box 100 PMB 432 Mammoth Lakes, CA 93546-0100

(760) 934-3154 www.mltpa.org

**AGREEMENT BETWEEN THE COUNTY OF MONO AND
MLTPA FOUNDATION FOR THE PROVISION OF
RECREATION MANAGEMENT-RELATED SERVICES ON AN AS-NEEDED BASIS**

INTRODUCTION

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as “County”), may from time-to-time have the need for the recreation management-related services of MLTPA Foundation, a California nonprofit benefit corporation of Mammoth Lakes, CA. (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish the services, perform the work, and provide the associated materials and equipment for the County described in such Scope of Work Letters as are issued from time-to-time to Contractor by the Director of Click here to enter text., or an authorized representative thereof, during the term of this Agreement; such Letters will be substantially in the form as shown in Attachment A and, in order to be binding on Contractor, must be signed by an authorized representative of Contractor. All such duly-issued and signed Scope of Work Letters are incorporated herein by reference.

The County makes no guarantee or warranty, of any nature, concerning the minimum level or amount of services or work that will be requested of Contractor by the County under this Agreement. The County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the County should have some need for such services or work during the term of this Agreement.

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

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

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

2. TERM

The term of this Agreement shall be from January 17, 2022, through January 16, 2025 unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. The County shall pay Contractor in accordance with the “Schedule of Fees” (set forth in Attachment B, attached hereto and by reference incorporated herein) for the services and work described in any Scope of Work Letter issued pursuant to this Agreement.

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

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

D. Limit Upon Amount Payable Under Agreement. Neither the total sum of all payments made by the County to Contractor for services and work performed under this Agreement, nor the total sum of all payments made by the County to Contractor for services or work performed pursuant to any specific Scope of Work Letter, shall exceed \$75,000 total, nor \$25,000 in any twelve-month period total (hereinafter referred to as “Contract Limit”). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

(2) The County shall withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one-thousand fifteen hundred dollars (\$1,500.00).

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

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

4. WORK SCHEDULE

Upon the County's issuance of a "Notice to Proceed" with respect to a specific Scope of Work Letter, Contractor's obligation is to perform, in a timely manner, the services and work identified in that Scope of Work Letter. It is understood by Contractor that its performance of those services and work will require a varied schedule. Contractor, in arranging its own schedule, will coordinate with the County to ensure that all services and work requested by the County will be performed within the time frame set forth in the Scope of Work Letter, unless circumstances outside Contractor's control cause delay and contractor provides timely notice of such circumstances.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY

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

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

8. WORKERS' COMPENSATION

- Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

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

9. INSURANCE

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

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.

- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including

death), property damage, and environmental damage resulting from “sudden accidental” or “gradual” pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence/\$2,000,000.00 general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County. If this Agreement contains an automatic annual renewal provision, then the Contractor shall provide County with an updated certificate of insurance and additional insured endorsement meeting the above requirements and applicable to the renewal term, by no later than June 30 of the then-current term, or this Agreement will automatically terminate on June 30 and shall not renew for the subsequent term.

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

D. Waiver of Subrogation. Contractor hereby grants to County a waiver of any right to subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement necessary to effectuate this waiver, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

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

F. Requirements Based on Scope of Work. County reserves the right to add to or modify these requirements, including limits, based on the nature of the risk or other special circumstances associated with any individual Scope of Work Letter issued under this Agreement.

10. STATUS OF CONTRACTOR

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

A. Contractor (unless otherwise specified herein) shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

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

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

11. DEFENSE AND INDEMNIFICATION

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

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

12. RECORDS AND AUDIT

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

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

13. NON-DISCRIMINATION

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

14. TERMINATION

This Agreement may be terminated by the County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days' written notice of such intent to cancel. In addition, without canceling or terminating this Agreement, the County may, without cause and at will, cancel any particular Scope of Work Letter issued to Contractor by giving Contractor 48-hours' written notice of its intent to cancel that Letter. In

either event, the County shall pay Contractor for services and work satisfactorily performed by Contractor before delivery of the County's cancellation notice. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) calendar days' written notice of such intent to cancel to the County.

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

15. ASSIGNMENT

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

16. DEFAULT

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

For contracts that renew annually, termination for failure to provide required insurance certificates and endorsements shall be as set forth in paragraph 9.B.

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 24 below.

18. CONFIDENTIALITY

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

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

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

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

21. SEVERABILITY

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

22. FUNDING LIMITATION

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, the County has the option to terminate, reduce, or modify this Agreement, or any of its terms within 10 days of its notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph 24 below.

23. VENUE

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

24. AMENDMENT

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

25. NOTICE

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

County of Mono:

Tony Dublino, Director of Public Works; tdublino@mono.ca.gov
Matthew Paruolo; Sustainable Recreation Coordinator; mparuolo@mono.ca.gov
PO Box 457
74 N. School Street
Bridgeport, CA 93517

Contractor:


John Wentworth; President, MLTPA; johnwentworth@mltpa.org
PO Box 100 PMB 432
42 Davison Rd
Mammoth Lakes, CA 93546
[Click here to enter text.](#)

26. ENTIRE AGREEMENT

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

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


COUNTY OF MONO:

By: 
Name: ~~Tony DuBino~~ County Administrative Officer
Title: ~~Director of Public Works~~
Date: _____


CONTRACTOR:

By: John Wentworth Digitally signed by John Wentworth
Date: 2022.01.18 04:47:59 -08'00'
Name: John Wentworth
Title: President, MLTPA
Firm: MLTPA Foundation
Date: January 18, 2022

APPROVED AS TO FORM:

 1/25/22
County Counsel Date

APPROVED BY RISK MANAGEMENT:

 1/26/2022
Risk Management Date

ATTACHMENT A

AGREEMENT BETWEEN THE COUNTY OF MONO AND MLTPA FOUNDATION FOR THE PROVISION OF RECREATION MANAGEMENT-RELATED SERVICES ON AN AS-NEEDED BASIS

TERM:

FROM:17-JAN-2022

TO: 16-JAN-2025

SCOPE OF WORK:

Pursuant to individual Scope of Work Letters, as described below, Contractor shall provide all labor, equipment, materials, supplies, research, transportation, taxes, and cover all other costs required to perform [Click here to enter text.services](#) for the County. In general, project work shall consist of the following:

- * Geographic Information System (GIS) services including the design and development of GIS maps, software products, applications, tools, and analysis that support County projects and programs.
- * Visitor Information Services including deployment of MLTPA “Trail Hosts” to provide on-the ground visitor services by sharing trail-system information, maps, brochures, etiquette, and regulatory (education) information as provided by Mono County, approved by appropriate agency land managers and consistent with the goal of preserving the identity of existing systems (such as Designated Wilderness, OSV, and OHV road and trail systems).
- * Graphic Design and Content Management System (CMS) services including the design, development, and hosting of website and app products, maps, digital, and traditional handouts, brochures, art assets and signage.
- * Regional Multi-Modal Transportation, Trail Planning, and Data Collection services consistent with planning activities as defined by State of California prevailing wage law which may include: data collection and GIS data systems management; deployment and management of trail and vehicle counters for planning and analysis of use patterns; public convening and facilitation of stakeholders; identification and preparation of alignments and corridors for environmental review for trail projects including, corridor identification and preparation for decisions by land management agencies and Mono County; analog and digital collateral development and production; and any other multi-modal transportation, trail planning, or trail system related tasks.
- * Project Management and Grant Writing services related to Recreation Management products, services, and projects.

WORK SCHEDULE:

Requests for services or work and scheduling of work tasks shall be coordinated with the Director of Public Works, or an authorized designee and/or as set forth in the Scope of Work Letter.

SCOPE OF WORK LETTERS

Contractor shall provide the work and services specifically set forth in individual Scope of Work Letters to be issued and signed by the Director of Public Works and the Mono County Counsel or his designee which, upon acceptance and execution by Contractor, will be attached hereto and incorporated by reference into this agreement. Such Scope of Work Letters shall be substantially in the form shown on the following page.

SAMPLE SCOPE OF WORK LETTER
(delete this header before issuance)

DATE

CONTRACTOR'S NAME
ADDRESS

RE: Scope of Work Letter for _____ (DESCRIBE WORK)

Pursuant to Mono County Agreement No. _____ (Agreement), you are hereby retained to perform for Mono County the services and work, and provide the associated material and equipment, that are:

- described below, or
- described in your project proposal attached hereto.

Such services and work shall be provided:

- for the total, all-inclusive sum of \$ _____, or
- on a time and materials basis in accordance with the rates set forth in the Agreement.

All services and work shall be performed in accordance with the Agreement and in a manner consistent with generally-accepted practices for the industry. In the event of a conflict between the Agreement, this Scope of Work Letter, or the Proposal (if attached), the order of precedence shall be as listed herein.

Mono County

By: _____
Date

Approved as to Form:

By: _____
Office of the Mono County Counsel Date

Contractor

By my signature, as an authorized representative of Contractor, Contractor agrees to and shall perform the work and services described or referenced above, for the amount set forth above.

By: _____
Signature Date

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND MLTPA FOUNDATION FOR
THE PROVISION OF RECREATION MANAGEMENT-RELATED SERVICES
ON AN AS-NEEDED BASIS**

TERM:

FROM: 17-JAN-2022 TO: 16-JAN-2025

SCHEDULE OF FEES:

The County shall pay Contractor for services and work performed under this Agreement in accordance with Contractor's Schedule of Fees, which is set forth below or in Attachment B1 to this Agreement, which is incorporated herein by this reference. Contractor may amend its Schedule of Fees once per fiscal year that this Agreement is in effect, commencing on June 30, 2022, by sending County a revised Schedule of Fees no later than by May 31, 2022 (and May 31 of each subsequent year). Upon written agreement by the Director of Public Works, the new Schedule of Fees shall apply to all Scope of Work Letters issued pursuant to this Agreement after July 1 of the following fiscal year.

Position	Hourly Rate
GIS Manager	\$ 52.11
Operations Manager	\$ 47.80
Natural Resources Manager	\$ 42.17
Webmaster	\$ 51.84
Graphics Coordinator	\$ 52.11
Digital Assets Manager	\$ 45.95
Host	\$ 33.61
Host Lead	\$ 35.68
Data Technician #1	\$ 33.61
Data Technician #2	\$ 33.61
Environmental Specialist	\$ 61.35
Project Management Specialist	\$ 52.11
Funding + Communications Specialist	\$ 52.11
Equity and Inclusion Coordinator	\$ 45.95
Project Specialist #1	\$ 45.26
Project Specialist #2	\$ 42.17

NOTE:

MLTPA staff positions are not annual salaried positions. Projects and assigned tasks are at the direction of Mono County or other clients per executed agreements.

See Attachment B1, incorporated herein by this reference (optional).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/25/2022

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 BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE 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, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SEARCY INSURANCE CENTER, INC. 15152 OAK RANCH DRIVE VISALIA, CA 93292-9372	CONTACT NAME: JOHNNY SEARCY	FAX (A/C, No): 559-334-3442	
	PHONE (A/C, No, Ext): 800-736-3904	E-MAIL ADDRESS: SEARCY.INSURANCE@GMAIL.COM	
INSURED MLTPA FOUNDATION P O BOX 100 PMB 432 MAMMOTH LAKES, CA 93546	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : NONPROFITS' INS ALLIANCE OF CA		
	INSURER B : TECHNOLOGY INSURANCE COMPANY INC		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

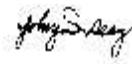
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		2021-28326	04/26/2021	04/26/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		2021-28326	04/26/2021	04/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC3976114	08/01/2021	08/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

COUNTY OF MONO IS NAMED AS ADDITIONAL INSURED

CERTIFICATE HOLDER**CANCELLATION**

MONO COUNTY PO BOX 556 BRIDGEPORT, CA 93517	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

Departments: Economic Development

TIME REQUIRED 20 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Jeff Simpson, Economic Development
Director

SUBJECT Draft 2023-2028 Eastern Sierra
Region Comprehensive Economic
Development Strategy (CEDS)

AGENDA DESCRIPTION:

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

Presentation by Jeff Simpson regarding the draft 2023-2028 Eastern Sierra Region Comprehensive Economic Development Strategy (CEDS).

RECOMMENDED ACTION:

None, informational only. Provide any desired direction to staff on edits or additions before the document enters the public comment period from July 31 - August 30, 2023.

FISCAL IMPACT:

None.

CONTACT NAME: Jeff Simpson

PHONE/EMAIL: 760-924-4634 / jsimpson@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
DRAFT Eastern Sierra CEDS

History

Time	Who	Approval
7/10/2023 11:04 PM	County Counsel	Yes
7/12/2023 4:04 PM	Finance	Yes

7/13/2023 7:44 AM

County Administrative Office

Yes



MONO COUNTY

ECONOMIC DEVELOPMENT

P.O. BOX 603, MAMMOTH LAKES, CALIFORNIA 93546
(760) 924-4634 • (760) 924-1697 (Fax)

Jeff Simpson
Economic Development Director
Jsimpson@mono.ca.gov
760-924-4634

STAFF REPORT

SUBJECT: Draft 2023-2028 Eastern Sierra Region Comprehensive Economic Development Strategy (CEDS)

RECOMMENDATION: Receive presentation and provide any desired direction to staff on edits or additions before the document enters the public comment period from July 31 - August 30, 2023.

BACKGROUND: Thomas P. Miller & Associates (TPMA) has contracted with the Golden State Finance Authority to lead Alpine, Inyo, and Mono Counties through the creation of a Comprehensive Economic Development Strategy (CEDS). Our team, in partnership with a steering committee including representatives across the region, has prepared the draft CEDS, which outlines a strategic roadmap to promote sustainable economic growth and prosperity in the region. This document reflects the collaborative efforts of various stakeholders, including local businesses, community organizations, and government agencies, with the aim of enhancing the economic well-being of our communities. The Eastern Sierra Council of Governments (ESCOG) will be the entity that submits the CEDS to the US Economic Development Administration for formal approval.

As the draft CEDS is reviewed, we encourage our leaders to focus on content like the vision, goals, action plans, metrics for success, and more. Our team will continue to review and refine the document for consistent voice, grammar, and flow.

After all elected bodies have had the opportunity to review the draft CEDS, the document will enter a 30-day public comment period, during which individuals and organizations in the Eastern Sierra region will have the opportunity to provide feedback and ask questions. Public comment is anticipated to run from July 31 – August 30, 2023. Following this period, this elected body will see the finalized CEDS return to the agenda after the public comment period closes to approve a resolution to support submission by the ESCOG to the US Economic Development Administration (EDA). The finalized CEDS will be adopted by the ESCOG and its member governing bodies through a resolution, and then the ESCOG will submit the final CEDS to the EDA.

2023-2028 EASTERN SIERRA REGION COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS)

June 29, 2023

SUBMITTED TO:

**GOLDEN STATE
FINANCE AUTHORITY**

SUBMITTED BY:  **TPMA**

DRAFT

TABLE OF CONTENTS

Executive Summary	<u>34</u>
About The Eastern Sierra Council of Governments	<u>34</u>
SWOT Analysis	<u>34</u>
Strategic Action Plan	<u>34</u>
Introduction.....	<u>65</u>
About The Eastern Sierra Council of Governments	<u>65</u>
What is a CEDS?.....	6
Eastern Sierra Comprehensive Economic Development Strategy	<u>76</u>
Summary Background and Regional Overview.....	<u>87</u>
Cultural Assets.....	<u>87</u>
Natural Assets	<u>98</u>
Demographic and Socioeconomic Data	<u>98</u>
Labor Force Analysis	<u>1514</u>
Infrastructure Assets	<u>1716</u>
Regional Environmental Considerations.....	<u>1917</u>
Regional Economic Overview	<u>2221</u>
Economic Resiliency	<u>2726</u>
SWOT Analysis (kylie w/ libby).....	<u>2827</u>
SWOT Process.....	<u>2827</u>
Strategic Action Plan & Evaluation Framework	<u>3736</u>
Vision Statement	<u>3736</u>
Goals and Objectives (Cecilia).....	<u>3736</u>
Evaluation Framework	<u>Error! Bookmark not defined.55</u>
Appendix.....	<u>5256</u>
Resolution and Other Official Documents	<u>5256</u>
CEDS Steering Committee & Participating Organizations	<u>5256</u>
Verification of the 30-Day Public Comment Period.....	<u>5256</u>

EXECUTIVE SUMMARY

About The Eastern Sierra Council of Governments

The Eastern Sierra Council of Governments (ESCOG) is a Joint Powers Authority (JPA) agency made up of the following member agencies: City of Bishop, the Town of Mammoth Lakes, Inyo County, and Mono County. The ESCOG coordinates regional planning and economic development efforts throughout the Eastern Sierra, working cooperatively with local, state and federal partners to support community development, economic diversification, sustainable recreation, ecosystem management and climate resiliency for a more prosperous, sustainable, and resilient region.

The ESCOG is empowered to work across jurisdictional boundaries by the Sustainable Recreation and Ecosystem Management Program, the Community Economic Resiliency Fund Pilot Program and the Inyo Mono Broadband Consortium Program, which were adopted by the resolution of all four member agencies¹.

The ESCOG will serve as the lead entity in the region to submit the plan to the US Department of Commerce Economic Development Administration (EDA), track plan progress and submit annual progress reports as required by the EDA.

SWOT Analysis

SWOT Analysis	
Strengths <ul style="list-style-type: none">• Connection to Community• Tourism & Recreation Industry• Community Resilience• Natural Assets	Weaknesses <ul style="list-style-type: none">• Housing• Land Ownership• Talent Attraction & Retention• Remoteness
Opportunities <ul style="list-style-type: none">• Housing & Infrastructure• Education & Entrepreneurship• Industry Diversification• Transportation	Threats <ul style="list-style-type: none">• Climate Change & Natural Disaster• Infrastructure• Government Relations• Cost of Living

Strategic Action Plan

VISION STATEMENT

The Eastern Sierra region envisions a future which includes economic prosperity and environmental stewardship realized through collaborative

¹ Description provided by ESCOG on their website: <https://escog.ca.gov/mission-overview>

efforts to preserve natural assets and historic culture, enhance regional connectivity and resiliency, and advance vibrant and inclusive communities.

The strategic action plan builds on this vision by building goals and objectives around the following focus areas:

1. **Access & Connectivity**
From roadways to broadband to air travel, the importance of connectivity was a focus in stakeholder sessions and is supported by regional data and literature.
2. **Community & Culture**
The Eastern Sierra region boasts a strong culture of community among the residents, workers, and other key stakeholders with vested interest in the success of the region and its economies.
3. **Economic Expansion & Diversification**
With the undisputed asset of a healthy tourism and outdoor recreation industry, regional leaders want to leverage the industry's benefits for economic growth while pursuing opportunities for economic diversification in pursuit of increased economic resiliency.
4. **Environmental Resilience & Sustainability**
The region has a robust inventory of natural assets to protect, frequent exposure to natural hazards, and a population accustomed to persevering and "bouncing back," calling for efforts related to environmental resilience and sustainability.
5. **Government Affairs & Advocacy**
Regional collaboration and advocacy with state and federal entities is an important piece of strategy implementation and essential in order to pursue promising federal funding opportunities.
6. **Housing Availability & Land Use**
The extremely limited supply of privately owned land within the region colored the discussion around housing and land use, with stakeholders frustrated by perceived housing cost inflation and lack of opportunities for development.

Strategic Action Plan

Access & Connectivity

Goal: Improve and enhance regional access and connectivity within the region and with surrounding geographies.

- Increase access to digital resources through broadband infrastructure buildout across the region.
- Enhance the regional transportation network to provide residents, visitors, and businesses with more accessible, reliable options for moving in, out, and within the region.
- Enhance response services to ensure remote communities are equipped for periods of time with no access to services.

Community & Culture

Goal: Maintain and capitalize on strong community culture

- Improve partnerships and interagency collaboration to benefit localities and facilitate regionally-focused efforts.
- Capitalize on strong community engagement to garner support for new initiatives, projects, etc.
- Enhance the region's existing quality of life with additional amenities to attract and retain talent.
- Strengthen tribal relationships in the communities and counties and involve leadership in conversations and decisions to plan and implement strategies.
- Build out a more robust, uniform regional communication strategy for sharing information, including emergency responses, with people who live, work, and recreate in the region.

Economic Expansion & Diversification

Goal: Grow and diversify the regional economy through support of existing and new businesses

- Build relationships with existing businesses and respond to their needs.
- Create an environment for businesses to convene by industry to understand and address common issues related to supply chain, workforce, etc.
- Enhance network of entrepreneurial and small business resources to encourage new business development within the region.
- Support investment of businesses in existing and new real estate solutions that complement industry and residential needs.
- Thoroughly study and review the current status of the labor market and gaps in workforce services provision, for both employers and individuals.

Environmental Resilience & Sustainability

Goal: Prioritize opportunities to preserve natural assets and support service provision needs of residents during weather and disaster events

- Reduce the challenges experienced by residents and visitors during winter climate events
- Enhance the network of industry and community stewards to develop, adopt, and promote guidelines for sustainable tourism
- Consider sustainable tourism as a budding industry with workforce needs and entrepreneurial opportunities

Government Affairs & Advocacy

Goal: Promote stronger government affairs & advocacy efforts

- **Build capacity within ESCOG and its partners for improved government affairs, prioritizing relationship-building with the key state and federal entities who directly impact the implementation of CEDS strategy recommendations.**
- **Study the broader economic impact of regional strategy recommendations to garner more support from state and federal government agencies.**
- Equip local government partners with knowledge and capacity for procuring and administering federal funding to ensure relevant opportunities can be pursued.

Housing Availability & Land Use

Goal: Increase stock and availability of housing units with a focus on affordability for regional workforce

- **Increase amount of available land for private development**
- **Work to improve housing stock within restrictions on available land**

- Expand additional housing options within affordable range for regional workforce

The strategic action plan includes an evaluation framework to support implementation. It provides action steps, timelines for implementation, suggested metrics, and possible funding sources. The ESCOG will review progress on an annual basis and use the evaluation framework to assist with submission of the CEDS Annual Performance Report required of the EDA. Strategies and implementation plans may be updated as needed as new information is gathered or new priorities are identified.

Recent updates to the EDA's guidelines for the CEDS process include that the concept of economic resilience must be incorporated into the process and the final plan. In the Eastern Sierra CEDS, economic resilience emerged as a theme that touched several main themes and priority areas and is incorporated in several key areas throughout the plan.

INTRODUCTION

About The Eastern Sierra Council of Governments

The Eastern Sierra Council of Governments (ESCOG) is a Joint Powers Authority (JPA) agency made up of the following member agencies: City of Bishop, the Town of Mammoth Lakes, Inyo County, and Mono County. The ESCOG coordinates regional planning and economic development efforts throughout the Eastern Sierra, working cooperatively with local, state and federal partners to support community development, economic diversification, sustainable recreation, ecosystem management and climate resiliency for a more prosperous, sustainable, and resilient region.

The ESCOG is empowered to work across jurisdictional boundaries by the Sustainable Recreation and Ecosystem Management Program, the Community Economic Resiliency Fund Pilot Program and the Inyo Mono Broadband Consortium Program, which were adopted by the resolution of all four member agencies².

What is a CEDS?

A Comprehensive Economic Development Strategy (CEDS) is a unified, regionally focused action plan that provides a framework for an area's economic growth and community development. The CEDS serves as an economic blueprint for the region and establishes a collaborative process that will help create jobs, foster more stable and diversified economies, and improve living conditions. It is a continuous planning process that addresses the economic challenges and opportunities of an area, providing objectives to strengthen economies through regional strategies which focus on economic and workforce development, quality of life, transportation, and other vital infrastructure. This five-year CEDS will guide the direction of the Eastern Sierra region from 2023-2028, encouraging new, collaborative efforts at the regional and local levels.

² Description provided by ESCOG on their website: <https://escog.ca.gov/mission-overview>

The Eastern Sierra CEDS addresses the four required elements of a CEDS, including:

- **Summary Background** of the region’s economic conditions and demographics.
- **SWOT Analysis** to identify the region’s strengths, weaknesses, opportunities, and threats.
- **Strategic Direction/Action Plan** – to incorporate tactics identified through the planning process, other plans, and stakeholder feedback to develop the priority strategies for the region.
- **Evaluation Framework** – to identify and monitor performance measures associated with the plan.

Eastern Sierra Comprehensive Economic Development Strategy

The CEDS builds on the region’s strengths, prioritizes key regional priorities, and emphasizes intentional collaboration to encourage coordinated growth and prosperity, as informed by data analysis and stakeholder engagement. The 2023-2028 Eastern Sierra Regional CEDS was designed for regional, city, and county economic development practitioners, business leaders, elected officials, and stakeholders implementing programs that support the growth of businesses and enhance opportunities for individuals to access economic mobility in the region. The key component of this CEDS is to maintain and bolster the regional economy and job growth by continued linkage of the region’s workforce skills and strengths, recreational assets and amenities, and to meet the needs of high-growth and emerging industries by maximizing assets in each of the three counties.

SUMMARY BACKGROUND AND REGIONAL OVERVIEW

Cultural Assets

General Community Culture

The Eastern Sierra region in California includes Inyo, Mono, and Alpine Counties. The region is home to a rich history of mining, ranching, and agriculture, which has influenced the region's cultural heritage, and it is also known for its stunning natural beauty and abundance of outdoor recreational experiences. The region is home to the Sierra Nevada Mountain Range, including Mount Whitney, the highest peak in the contiguous United States, as well as a number of national forests, wilderness areas, and state parks. Residents and visitors can experience desert and mountain landscapes with access to lake settings as well. The Eastern Sierra region is largely rural, with many small towns and communities scattered throughout the region. These rural areas offer a unique blend of traditional and modern lifestyles, with a focus on outdoor recreation and a connection to the natural environment.

Tribal Communities

The Eastern Sierra Region includes a significant presence from indigenous communities. The Bishop Paiute Tribe, the Lone Pine Paiute-Shoshone Reservation, and the Big Pine Paiute Tribe of the Owens Valley are present in Inyo County, and the Bridgeport Indian Colony, the Lee Vining Paiute-Shoshone Indian Reservation, the Fort Independence Indian Reservation, and the Walker River Paiute Tribe are in Mono County. The tribes' enrollment numbers range from 400 to approximately 2,000 members in each tribe, and many of the tribes operate businesses to generate revenue, ranging from gas stations and small retail stores to a casino/resort. The tribes also have significant land holdings ranging up to 377,000 acres, but not every tribe has land that is designated as a reservation.

Tribal Communities in the Eastern Sierra Region
Fort Independence tribe of Paiute Indians
Big Pine Paiute Tribe of the Owens Valley
Bridgeport Indian Colony
Bishop Paiute Tribe
Timbi-Sha Shoshone Tribe
Utu Utu Gwaitu Tribe of the Benton Reservation
Bridgeport Indian Colony

Regional Tourism Assets

There is significant pride across the region for the unique, accessible natural assets that attract visitors from near and far. Around half of the visitors that come to the region come from other areas of California. The region's tourism partners showcase a wide range of experiences and activities, including guided tours and maps around themes of leaves changing and arts and culture, hot spots for wildflowers and fishing, theater festivals, and outdoor recreation activities for all four seasons. The region houses several museums that showcase artifacts and tell the stories of the tribes and settlers that have contributed to the rich history in the region.

Outdoor enthusiasts can enjoy a wide range of activities in the Eastern Sierra, including hiking, backpacking, camping, fishing, hunting, rock climbing, mountain biking, and winter sports such as skiing and snowboarding. The region is also a popular destination for water sports, with numerous lakes, rivers, and streams offering opportunities for boating, kayaking, canoeing, and paddleboarding.

Natural Assets

The Eastern Sierra region's natural assets are plentiful. Death Valley National Park is located in the eastern part of Inyo County and features breathtaking landscapes, including sand dunes, salt flats, and rugged mountains, and offers a wide range of activities for visitors, including hiking, camping, wildlife viewing, and stargazing. Mono County boasts the Mammoth Lakes area, with world-class skiing and snowboarding. The John Muir Wilderness in the Inyo National Forest spans 100 miles across the Sierra Nevada mountain range and offers some of the best backpacking opportunities in the region. The Pacific Crest National Scenic Trail spans 2,650 miles from Mexico to Canada and passes through Alpine County, a unique experience for backpackers and equestrians.

Other natural assets precious and unique to the region include:

- Alabama Hills Recreation Area
- Ancient Bristlecone Pine Forest
- Ansel Adams Wilderness
- Bodie State Historic Park
- Death Valley National Park
- Devils Postpile National Monument
- Hoover Wilderness
- Humboldt-Toiyabe National Forest
- Inyo National Forest
- Mono Basin National Forest Scenic Area
- Mono Lake Tufa State Natural Reserve
- Mount Whitney in the Sierra Nevada range
- Sierra National Forest (just outside the region)
- Toiyabe National Forest
- Yosemite National Park (just outside the region)

Demographic and Socioeconomic Data

Population Estimates

The data presented in this section has been collected for the purpose of identifying trends and other aspects associated with economic development strategies. In many cases the data comes from public sources such as the U.S. Census Bureau (Census) and the American Community Survey (ACS), for which the 2021 5-Year Estimates are presented. These data sets are widely regarded as the most accurate estimates available. However, these sources do have their limits. In the case of very low-population regions, the ACS estimates have an unusually high

reported margin for error. Such is the case with Alpine County, California³. Because Alpine County is only one of three counties presented in much of the data sets and estimates below, the effect on the overall accuracy is not necessarily problematic. However, in situations where only Alpine’s estimates are presented, the uncertainty in this data should be considered.

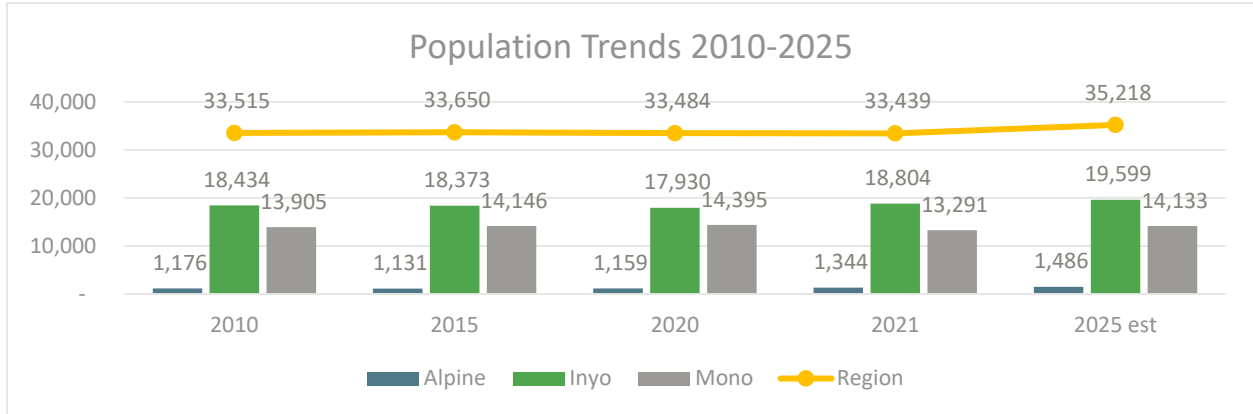


Figure 1: Eastern Sierra Region Population Trends. 2010-2025(proj.). Sources: ACS/Lightcast Q1.2023.

Age

The population pyramid in Figure 2 contains the population, gender, and age distribution estimates for the three-county region. Of note is the 20+ percent of the population that is older than the “retirement age” of 65. Adding individuals 55-64 years old who are “approaching retirement” brings the number of individuals over 55 years to 36.44% of the population. This is ten percentage points higher than the statewide average. For context, there are fewer individuals between 25 and 54 years of age in the region of Alpine, Inyo, and Mono counties than over 55 years of age.

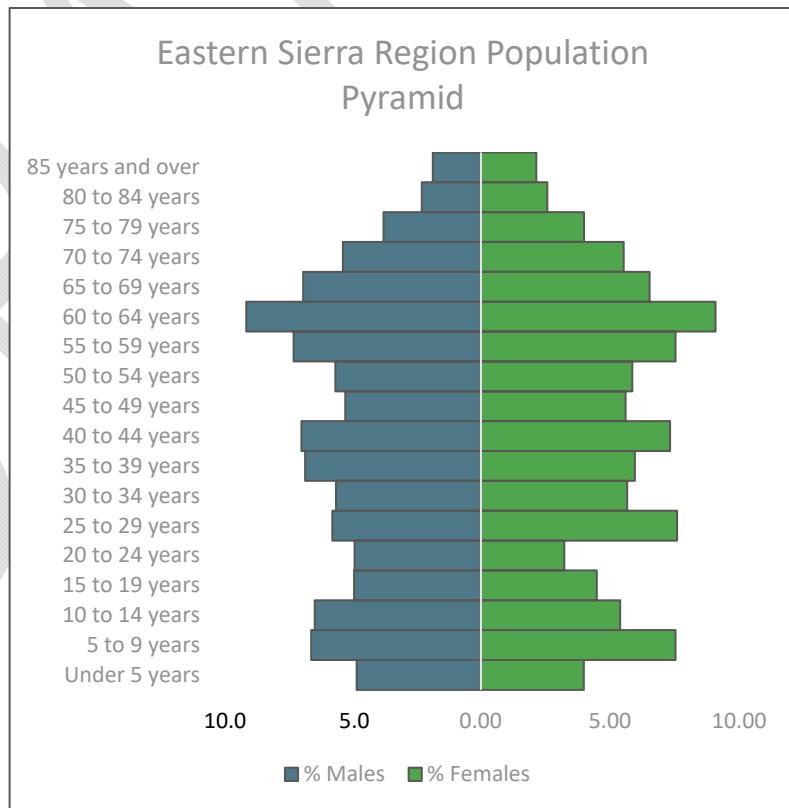


Figure 2: Eastern Sierra Population Pyramid. Source: 2021 ACS 5-Year Estimates.

³ For example, the estimated 2021 population for Alpine County is 1,344, but the Margin of Error (MoE) is stated as a plus or minus 228. This means that the ACS estimates with 95% certainty that Alpine County’s population is somewhere between 1,116 and 1,572. These high MoEs suggest a relatively large uncertainty in the accuracy of the data presented.

This aging population may pose a threat to the regional economy in the coming years as another 16.3% of the population will reach age 65 in the next ten years. This likely means that more people will exit the workforce than will enter it if current trends remain consistent. An aging population can also place a greater strain on regional resources, infrastructure, and services.

Race

Overall, the racial breakdown of the three-county region is just over three-quarters White, over eight percent American Indian and Alaskan Native, and another 8.5 percent two-or-more races. Mono County has the largest percentage of White and Asian-American residents.

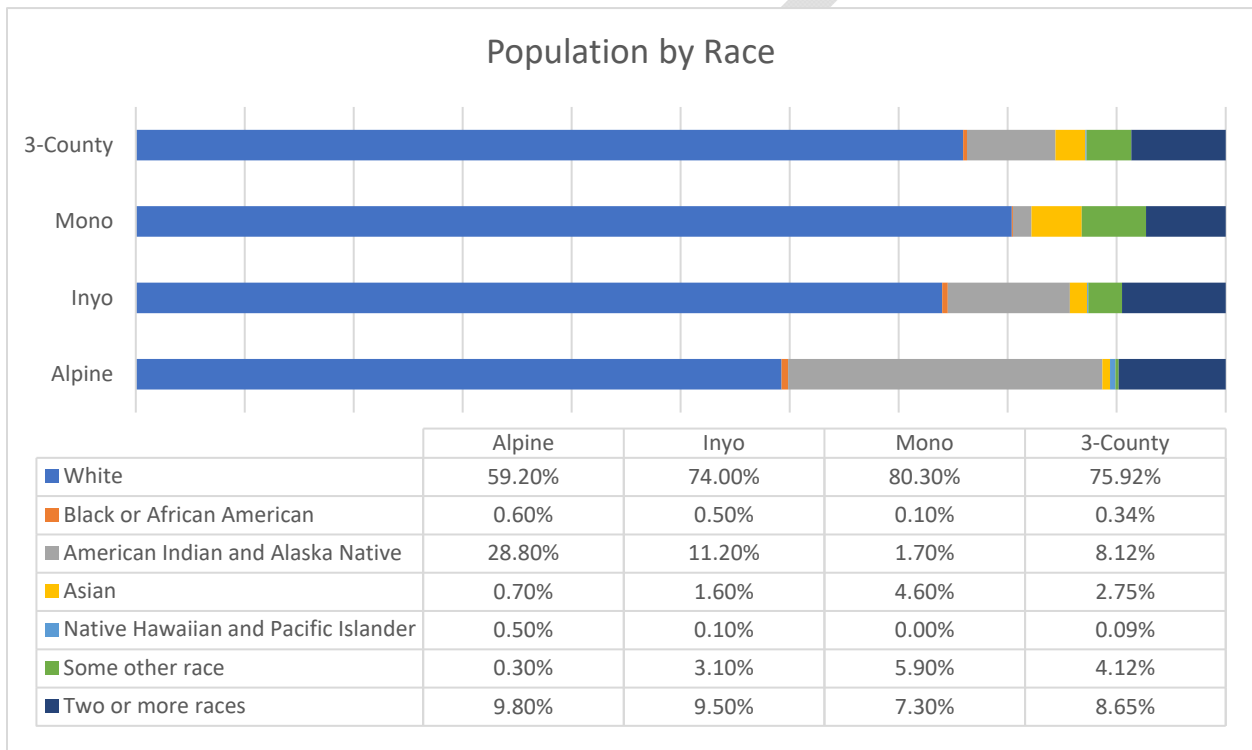


Figure 3: Eastern Sierra Population by Race. Source: ACS 2021 5-Year Estimates.

Poverty

According to 2021 statistics, poverty is most prevalent among children throughout the region. While overall poverty is estimated in the three-county region at just over 10.5%, Alpine County is estimated to have the highest rate of poverty at 12%. For residents in the region ages 25 and over, poverty is most prevalent among those who are not high school graduates at 22%. Although White residents make up a vast majority of the counties, the poverty rate for these individuals is below 9%, where poverty rates in the Native American and African American communities is 15.41% and 14.29% respectively.

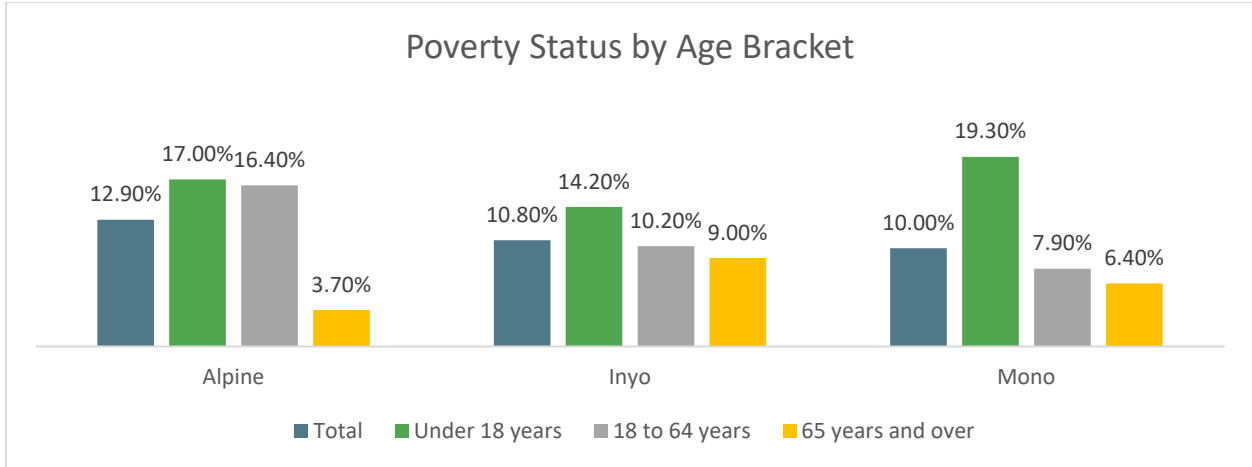


Figure 4: Poverty Status by Age Bracket. Source: ACS 2021 5-Year Estimates.

Housing Statistics

Median Household Income

According to ACS estimates, Alpine County has the highest median household income (MHHI) in the region at \$96,000. This would be higher than the statewide median of \$84,907. The MHHI for renter-occupied households in all three counties is roughly the same at around \$54,000. For Inyo county, there is an unusually small gap between the MHHI of owner-occupied and renter-occupied households. Alpine County shows the largest gap between these two groups of residents.

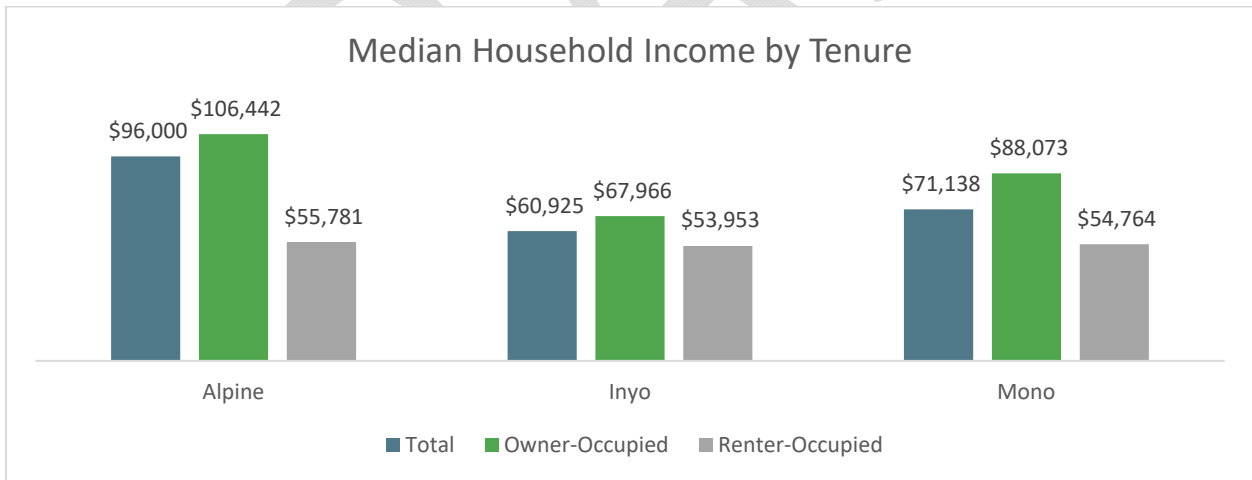


Figure 5: Median Household Income by Tenure. Source: ACS 2021 5-Year Estimates.

Housing Costs 2017-2021

From 2017-2021, housing costs across the three counties appear to have been affected differently by the COVID-19 pandemic. These costs rose dramatically in many regions across the country due to the pandemic, and Mono County appears to have shown a similar trajectory with a 31.32% increase in housing costs from 2017 to 2021. Housing costs in Alpine County rose by about 12.4% over the same period. Estimates in Alpine County show a significant

adjustment during the years of 2020 and 2021. Housing costs had been dropping in the years leading up to the COVID-19 outbreak but jumped significantly after 2020.

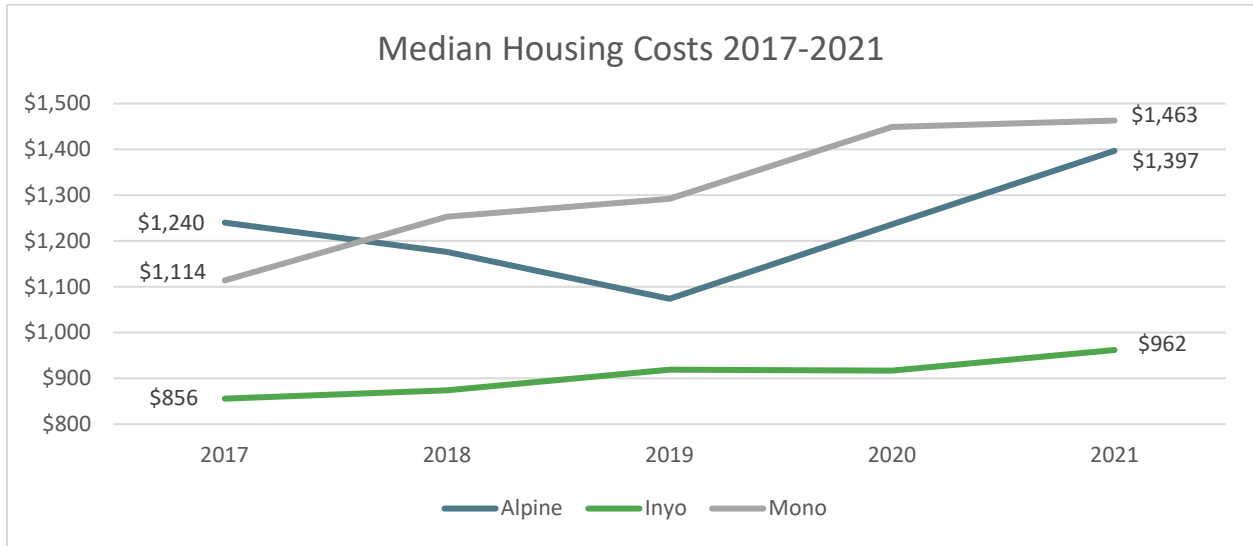


Figure 6: Median Housing Costs 2017-2021. Source: ACS 2021 5-Year Estimates.

Housing Cost Burden

The U.S. Department of Housing and Urban Development (HUD) designates a household as “cost burdened” if more than 30% of the household’s income is spent on housing costs, which include mortgage/rent and utilities. Where housing costs top this 30% threshold, it is determined that the household is having to limit expenses on other essential needs such as food, clothing, etc.

According to ACS estimates, Alpine County has the lowest incidence of housing cost burden, with a highly unusual 10% of renter-occupied households receiving this designation. The causes for this anomaly are yet to be fully determined but is in part the result of higher-than-average income estimates and relatively low median rental costs.

In general, the percentage of cost-burdened households in the three-county region are somewhat low relative to many communities around the country. It is not uncommon to see higher percentages of renter-occupied households experiencing cost burden. That being said, roughly 30% of these households are still experiencing difficulty in making ends meet due to housing costs.

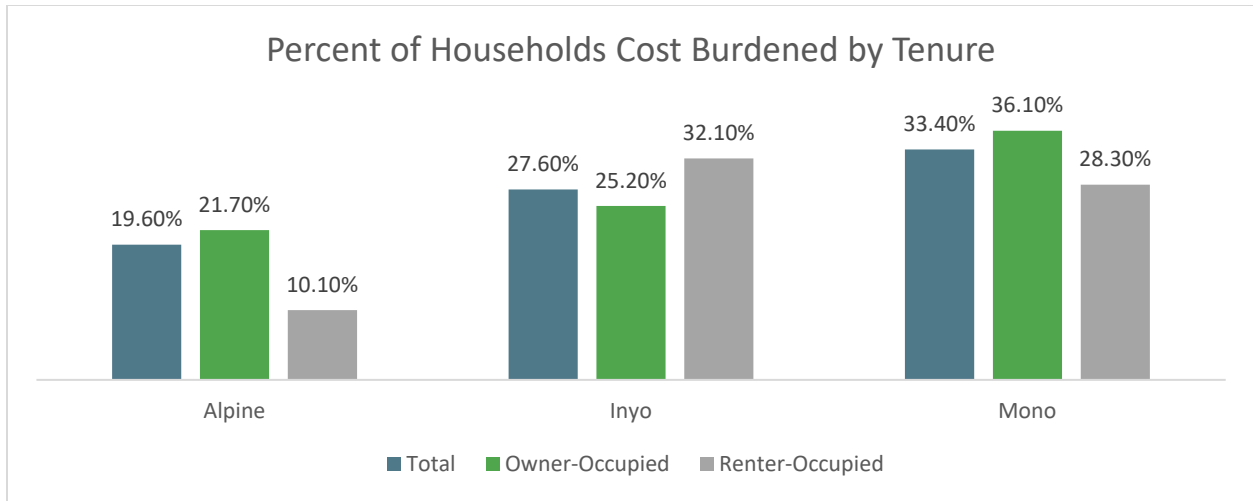


Figure 7: Percent of Households Cost Burdened by Tenure. Source: ACS 2021 5-Year Estimates.

Cost of Living

Table 1 below contains cost of living estimates in Alpine, Inyo, and Mono counties as determined by the MIT Cost of Living Calculator⁴. These figures compare what is considered a “living wage” and “poverty wage” to the state’s minimum wage. In almost all cases, the minimum wage does surpass the poverty wage throughout the region, although in some cases it does not. According to these estimates, the minimum wage is not considered a living wage for any type of household. While this is not necessarily uncommon, it is not currently possible in any scenario to live comfortably on a minimum wage in the region.

	1 ADULT				2 ADULTS (1 WORKING)				2 ADULTS (BOTH WORKING)			
Alpine												
	0 Children	1 Child	2 Children	3 Children	0 Children	1 Child	2 Children	3 Children	0 Children	1 Child	2 Children	3 Children
Living Wage	\$16.39	\$35.08	\$45.57	\$61.40	\$26.80	\$33.63	\$38.58	\$43.82	\$13.40	\$19.69	\$25.07	\$30.65
Poverty Wage	\$6.53	\$8.80	\$11.07	\$13.34	\$8.80	\$11.07	\$13.34	\$15.61	\$4.40	\$5.54	\$6.67	\$7.81
Minimum Wage	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
Mono												
Living Wage	\$18.48	\$39.33	\$52.97	\$72.23	\$28.40	\$35.43	\$40.38	\$46.06	\$14.20	\$21.80	\$28.46	\$35.91
Poverty Wage	\$6.53	\$8.80	\$11.07	\$13.34	\$8.80	\$11.07	\$13.34	\$15.61	\$4.40	\$5.54	\$6.67	\$7.81
Minimum Wage	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
Inyo												

⁴ <https://livingwage.mit.edu/states/06/locations>

Living Wage	\$16.60	\$35.57	\$46.61	\$63.00	\$27.17	\$33.65	\$38.61	\$43.86	\$13.59	\$19.93	\$25.55	\$31.40
Poverty Wage	\$6.53	\$8.80	\$11.07	\$13.34	\$8.80	\$11.07	\$13.34	\$15.61	\$4.40	\$5.54	\$6.67	\$7.81
Minimum Wage	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50

Table 1: Eastern Sierra Cost of Living. Source: MIT Cost of Living Calculator.

Community Health

Table 2 displays the 2023 County Health Rankings for the State of California⁵. Prepared by the University of Wisconsin Population Health Institute, the County Health Rankings and Roadmaps program develops health metrics for nearly every county in the country. These rankings represent data from dozens of measures from health outcomes and behaviors. In Table 2, the county ranks (from 1 to 58) are provided for each of the Eastern Sierra counties based on its score for each ranked measure.

	Length of Life	Quality of Life	Health Behaviors	Clinical Care	Social & Economic Factors	Physical Environment
Alpine County	29 th	21 st	29 th	49 th	53 rd	1 st
Inyo County	45 th	45 th	28 th	36 th	21 st	2 nd
Mono County	1 st	34 th	25 th	31 st	12 th	6 th

Table 2: Community Health Rankings for Eastern Sierra Counties. Source: University of Wisconsin Population Health Institute.

Labor Force Analysis

Labor Force Participation

Although the three-county Eastern Sierra Region exhibits a 64.6% Labor Force Participation Rate (LFPR), the regional numbers are significantly impacted by the higher LFPR in Mono County (82.4%). The lower rates in Alpine and Inyo Counties reflects national trends that show lower labor force participation in areas with Native American communities, especially those living on reservation lands.⁶ Some researchers argue that the LFPR metric is inadequate for measuring the number of individuals who are actively looking for work in remote areas that do not offer many job opportunities. For regions like the Eastern Sierra region, Labor Force Participation may not be a useful assessment of the regional labor force.

⁵ <https://www.countyhealthrankings.org/explore-health-rankings/california?year=2023&measure=Air+Pollution+-+Particulate+Matter>

⁶ A 2019 report from the U.S. Bureau of Labor Statistics (BLS) detailed these trends, showing that “American Indians and Alaska Natives (ALAN) had... a higher unemployment rate, and a lower labor force participation rate than the overall U.S. population. In addition, the unemployment rate was higher for ALANs who lived in an ALAN area—that is, a federal or state American Indian reservation or off-reservation trust land, tribal statistical area, or Alaska Native village statistical area—than ALANs who lived elsewhere.”

County	Civilian, Non-Institutionalized Population (16+ years)	Labor Force	Labor Force Participation Rate (LFPR)
Alpine	1,137	578	50.8%
Inyo	15,472	8,236	53.2%
Mono	10,773	8,879	82.4%
3-County Region	27,382	17,693	64.6%

Table 3: Labor Force Participation Rates. Source: Lightcast, 2023.Q1.

Unemployment

As Figure 8 demonstrates, unemployment rates across the three counties remained relatively close to one another up to 2019, with Alpine County showing slightly higher unemployment. Inyo County's labor force participation was affected the least by the COVID-19 pandemic.

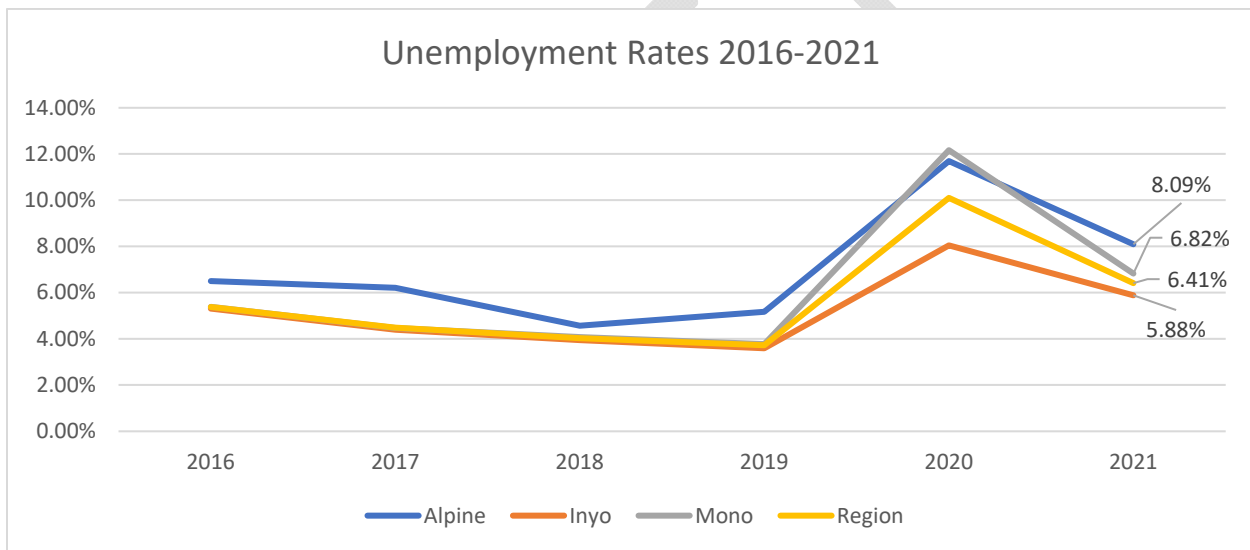


Figure 8: Unemployment Rates 2016-2021. Source: ACS 2021 5-Year Estimates.

Job Opportunities in the Region

Healthcare jobs lead the region in terms of monthly job postings, with administrative, sales, maintenance, management, and food service roles following and closely grouped together. Job postings represent opportunities in a range of industries and occupations, indicating that the region can support residents with diverse and varied skillsets. Of the top occupations in terms of job postings, high levels of educational attainment may not be required, but technical training or some post-secondary education is likely needed to meet job requirements.

Occupation	Unique Average Monthly Postings (Apr 2022 - Mar 2023)
Healthcare Practitioners and Technical	50
Office and Administrative Support	30
Sales and Related	29
Installation, Maintenance, and Repair	29
Management	27
Food Preparation and Serving Related	26

Table 4: Average Monthly Job Postings for Eastern Sierra Region. Source: Lightcast Q1.2023.

Educational Attainment Levels

Among Eastern Sierra counties, Mono ranks last in educational attainment levels at the low end, with over 6% of the population never entering high school and another 7% not finishing high school. All three counties rank evenly with nearly a quarter of the population having attended some college but without earning a degree. Alpine County ranks highest among the three with bachelors and graduate degrees.

County	Less than 9 th Grade	Some HS, No Diploma	HS Diploma	Some College, No Degree	Associate's Degree	Bachelor's Degree	Graduate Degree and Higher
Alpine	3.1%	2.1%	21.0%	24.6%	4.2%	23.3%	21.6%
Inyo	3.1%	4.7%	30.9%	24.5%	9.1%	16.3%	11.4%
Mono	6.3%	7.3%	22.2%	24.7%	10.9%	18.1%	10.4%
Eastern Sierra Region	4.3%	5.6%	27.1%	24.6%	9.6%	17.3%	11.4%
California	8.9%	7.1%	80.7%	80.2%	8.0%	21.7%	13.4%
United States	4.7%	6.2%	26.3%	19.8%	8.8%	20.8%	13.3%

Table 5: Educational Attainment. Source: Lightcast Q1.2023.

Infrastructure Assets

Highways and Interstates

A number of major thoroughfares connect the region to surrounding geographies. In Inyo County, US-395 runs North-South, CA-190 runs East-West, CA-127 and CA-178 cross the Southeast corner, and I-168 crosses the northwest corner. In Mono County, US-395 runs North-South, CA-120 runs East-West, and US-6 crosses the Southeast corner. In Alpine County, CA-4 connects the Southwest and Northwest corners, CA-88 North crosses the corner, and CA-89 connects CA-4 and CA-88.

Public Transportation

In Alpine County, public transportation options include Alpine County Community Development's Dial-A-Ride program, which operates Monday through Friday from 8am to 9pm to a limited number of destinations in the county for a small fee. Other providers operating in the county include Amtrack and Greyhound, which operate routes throughout the US with access to local stops outside of the county but accessible via the Dial-A-Ride program.

The Eastern Sierra Transit Authority exists as a joint agency serving Inyo and Mono Counties and provides routes throughout the region accessible from several in-demand locations. Expanding and improving access to public transit is a priority for the two counties, as a more robust system could serve indigenous communities and through-hikers as well as facilitate any forced evacuation necessary in response to natural disaster.

Airports

Although no international airports or major commercial airports exist in the region, the region is served by neighboring Fresno Yosemite International Airport, Sacramento International Airport, and Las Vegas Harry Reid International Airport.

The region does contain regional and general aviation airports, including Eastern Sierra Regional airport in Bishop, and Mammoth Yosemite Regional Airport near Mammoth Lakes. Other general aviation airports include Independence, Lone Pine, Furnace Creek, Trona, Lee Vining, and Bryant.

Broadband

Broadband availability in the region is poor compared to federal goals and minimum thresholds for service. Although data about levels of service reported to the FCC by internet service providers is not made publicly available in real time, Form 477 indicates that for much of the region, no provider reports service faster than the minimum threshold to be considered broadband, 25/3mbps.

Speed test results reinforce the level of service providers report, with large portions of the region producing average speed test results below 25/3mbps. Slow speeds are likely the result of legacy technology or wireless infrastructure failing to meet consumers not in close-range.

Although existing service is less than adequate to meet the needs of residents relying on broadband connectivity for work, school, or leisure, a significant fiber backbone exists in the region as a resource for potential network expansion. Regional officials are interested in engaging providers to discuss potential buildout from existing infrastructure.

It was announced in June 2023 that the State of California will receive approximately \$1.9 billion in funding from the federal Broadband, Equity, Accessibility, and Deployment (BEAD) grant program, created to ensure all Americans can access affordable, accessible, and reliable high-speed internet service by 2030. This is an important advocacy opportunity for the region to ensure the region receives a fair share of California's BEAD funds to improve high-speed internet access for residents and businesses.

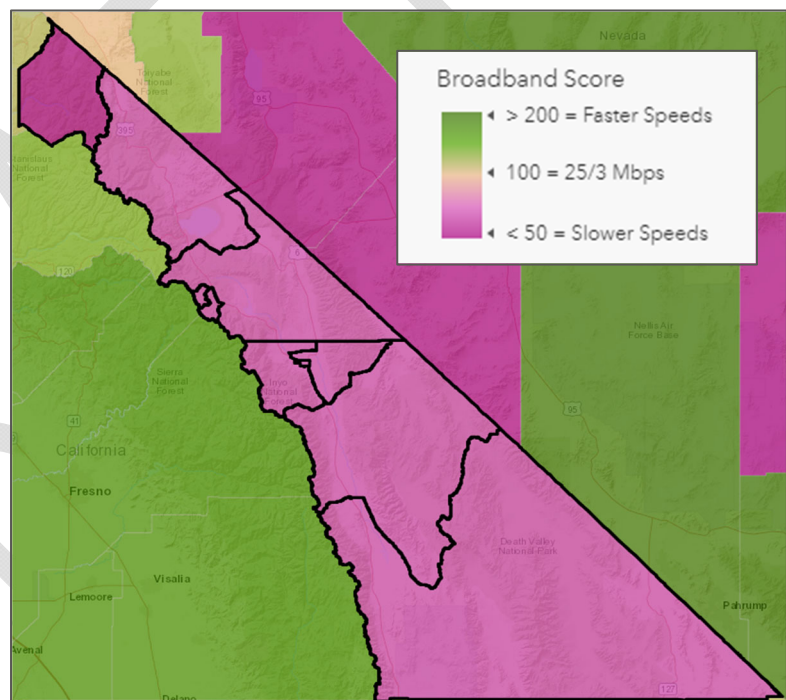


Figure 9: Broadband Speed Scores. Source: FCC Form 477 Summary Report.

Regional Environmental Considerations

Alpine County was founded at the onset of the discovery of silver deposits in the Sierra Nevada Mountains, and since its formation residents have celebrated the beauty of the landscape and the natural resources present while simultaneously recognizing the natural hazards and conservation needs that accompany the landscape. The county is 96% public land, and residents and local officials are invested in preserving the natural assets present.

Mono County, with arid valleys alternating between Eastern Sierran peaks, was also formed at the onset of the discovery of natural resources in the area. The gold rush attracted thousands of new residents, some of whom continued to stay and ranch or engage in other enterprise after mining for gold was no longer lucrative. Roughly 94% of Mono County is publicly owned.

Inyo County also contains arid valleys and tall peaks, with silver mines originally drawing settlers to the area. Those originally drawn to the area to mine silver expanded to salt, tungsten, and borax. Mining was lucrative throughout the early 1900s, with ranching activity also popular among settlers.

Energy Supply

Alpine County

Power lines supply energy to county residents and businesses, but the lines are especially vulnerable due to the environmental extremes the area experiences. Historically, high winds, severe thunderstorms, and winter storms have been the main causes of electrical utility loss in Alpine County. The fragmented water and wastewater utility provision in the county stand to be especially affected by power outages, as most do not have backup generators.

Mono County

Privately-owned Southern California Edison serves the Town of Mammoth Lakes and most of Mono County. Unincorporated Coleville and Walker are served by Liberty Utilities, and the southeastern tip of the county is served by member-owned Valley Electric Transmission. The county is primarily served by two main transmission lines and 13 substations, and failure or disruption of a line or substation due to natural hazards or equipment malfunction is a more-frequent countywide disruption.

Inyo County

Three agencies provide electricity to Inyo County: Southern California Edison serves most of the county, and Los Angeles Department of Water And Power (LADWP) and The Valley Electric Association serve some smaller communities. The county has 17 power plants, 14 hydroelectric facilities, and three geothermal power plants. The county has two major power lines and 25 substations, which must remain secure in order to prevent outages.

Water Quality & Supply

Aging infrastructure and environmental hazards may threaten water quality for humans and for wildlife. Regionally, provision of water is fragmented and relies on several small suppliers with limited resources and communication. Hazard mitigation strategies focus on preserving water resources and ensuring the resilience of water infrastructure.

Much of the region's land is owned by the City of Los Angeles and is restricted for use as an important watershed for the city. This extreme restriction on land use within the region for the benefit of communities outside the region has been a topic of contention politically and has contributed to the extremely limited land that is available to the region for development.

Alpine County

A few public utility districts operate or provide water services in Alpine County, including Bear Valley Water District, Kirkwood Meadows Public Utility District, Markleeville Public Utility District, South Tahoe Public Utility District, and Washoe Utility Management Authority. Private utility companies Lake Alpine Water Company, Markleeville Water Company, and Woodfords Mutual Water Company also bring water and wastewater services to consumers.

Mono County

Largely unincorporated Mono County is supplied through a number of special districts tapping into groundwater wells. Other areas rely on private wells and septic systems for their water supply. Although Mono Lake exists in the region as a significant resource, the LADWP diverts water that previously flowed into the lake and has rights to the surface water as part of a controversial purchase.

Inyo County

Similar to Mono County, a controversial purchase by the City of Los Angeles limits the water resources that county residents have access to. Los Angeles purchased water rights to the Owens River and diverts almost all of the water through an aqueduct. Many water systems exist in the county relying on groundwater and surface water.

Air Quality

Wildland fires pose the biggest threat to air quality in the region. Residents must remain alert to air quality reports when in proximity to a wildland fire, as it can take weeks for smoke and fire-related particulates to clear.

The 2022 wildland fire season ran longer than anticipated and resulted in air quality alerts to the Eastern Sierra from the Great Basin Unified Air Pollution Control Board. Sensitive groups including those with respiratory illnesses must be especially cautious in response to these alerts.

Climate Change & Hazard Mitigation

Climate change is expected to exacerbate existing hazards in the region. Climate change is expected to contribute to increased frequency and extremity of natural disasters including wildland fires, draught, dam vulnerability, and more.

Existing hazard mitigation plans were developed prior to 2020 and chose to not profile the hazard type "Epidemic," as no recent or historic events had occurred at the time. Soon after, COVID-19 interrupted all parts of daily life, guaranteeing that future planning efforts will include considerations for similar situations.

Alpine County

Alpine County's hazard mitigation plan profiles 10 hazards:

Hazard	Risk Level
Avalanche	Low
Dam Failure	Low
Drought	High
Earthquake	Moderate
Flood	Moderate
Hazardous Material Event	Moderate
Landslide	Moderate
Severe Weather	High
Communication/Utility Loss	High
Wildland Fire	High

Table 6: Alpine County Hazard Classification. Source: Alpine County Hazard Mitigation Plan.

Nature, location, extent, and probability of future events are discussed for each hazard. After extensive profiling, strategies and recommendations were developed to reduce the possibility of damage and losses due to each hazard. Goals include expanding existing avalanche warning systems, updating ordinances pertaining to septic system maintenance, reviewing and retrofitting county buildings and schools to withstand earthquake events, increasing capacity of drainage systems, and adopting a County grading ordinance. The plan also recommends that a feasibility study be conducted to determine whether a biomass-to-bioenergy facility is viable in the county.

Mono County

Mono County’s hazard mitigation plan profiles 12 hazards:

Hazard	Risk Level (1-4)
Wildfire	3.4
Severe Winter Weather & Snow	3.2
Earthquake & Seismic Hazards	2.9
Volcano	2.8
Climate Change	2.8
Drought	2.6
Severe Wind	2.4
Flood	2.3
Landslide	2.2
Avalanche	2.1
Dam Failure	2.0
Hazardous Materials	1.9
Disease/Pest Management	1.6

Table 7: Mono County Hazard Classification. Source: Mono County Hazard Mitigation Plan.

Each hazard is discussed in terms of hazard level, hazard history, and likely impacted locations. Risk is also discussed in terms of likelihood and land ownership. Measures recommended to mitigate hazards include improving cell and radio coverage, considering the creation of additional emergency access routes, requiring newly designed structures to be retrofitted to withstand priority hazards, developing a grant program to ensure building exteriors can

become code-compliant, maintaining a list of isolated and vulnerable residents who may require special emergency response services, and acquiring properties in avalanche zones.

Inyo County

Inyo County's hazard mitigation plan profiles 10 hazards:

Hazard	Risk Level
Avalanche	Medium
Dam or Aqueduct Failure	Medium
Disease/Pest Management	Medium
Drought	High
Seismic Hazards	High
Severe Weather	High
Flood	High
Geological Hazards	Medium
Hazardous Materials	Medium
Wildfire	High

Table 8: Inyo County Hazard Classification. Source: Inyo County Hazard Mitigation Plan.

Hazards are discussed in terms of history, impacts, locations, extent, future risk, and climate change considerations. Actions for mitigation include improving telecommunication infrastructure, informing residents of potential hazards, restricting access to avalanche-prone areas, encouraging the use of pest-resistant vegetation in landscaping projects, exploring opportunities to diversify water sources, and requiring new development to occur outside of fault rupture hazard zones.

Regional Economic Overview

The region's economy is supported by a robust and diverse outdoor tourism and recreation sector, with Government and Accommodation and Food Services appearing as top industries in terms of number of jobs, location quotient, and competitive effect. The success of these industries can be attributed to the diverse and largely publicly owned natural assets that drive outdoor recreation and tourism across the region.

Government, manufacturing, and utilities are also notable components of the region's economic fabric. Government activity makes up a large portion of the region's jobs and economic activity. The sector is amplified by the National Park, National Forests, and other federally owned and maintained land. Manufacturing also accounts for a large number of jobs and share of economic output, primarily in beverage and tobacco products as well as wood products and electronics. Utilities account for about 110 jobs in the region, which is notable relative to population size and contributes to a high location quotient.

Top Industries

The region's top industries when examining 2-digit NAICS codes enforce the importance of government jobs, which include roles at all levels of government, but excludes public schools and hospitals. Accommodation and food services in addition to retail trade follow government at key employers in the region and indicate the importance of tourism to the region's economy.

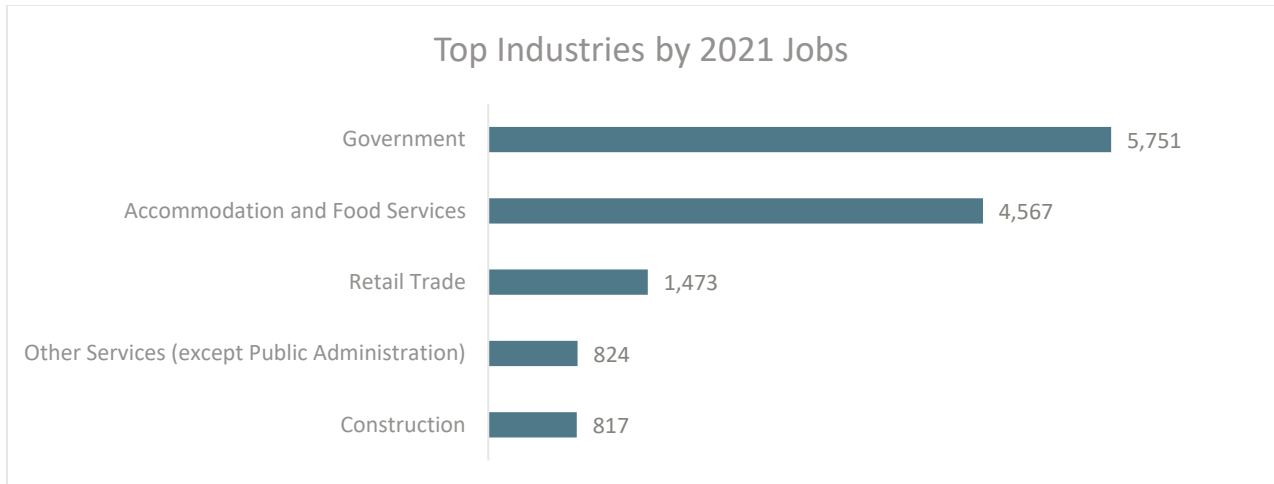


Figure 10: Top Regional Industries by Job Count. Source: Lightcast Q1.2023.

Top Growing Industries

By number of jobs, the accommodation and food service industry was the top growing industry in the region from 2017 to 2022. The estimated 100-job growth only represents a 4% increase for the already-robust industry, a lower rate of growth than smaller industries included. It should also be noted that the accommodation and food service industry has the lowest wages and highest location quotient of all industries on the list below, with average annual earnings of \$39,624 (the only top growing industry with average annual earnings below \$50,000) and a location quotient of 3.82 (the only top growing industry to exceed a location quotient of 1).

NAICS Code	Industry	2017 Jobs	2022 Jobs	Change in Jobs	% Change in Jobs
72	Accommodation and Food Services	4,935	5,143	207	4%
56	Administrative and Support and Waste Management and Remediation Services	307	408	100	33%
31	Manufacturing	361	454	93	26%
62	Health Care and Social Assistance	468	555	86	18%
23	Construction	766	790	24	3%
48	Transportation and Warehousing	71	87	16	23%
61	Educational Services	95	105	10	11%
11	Agriculture, Forestry, Fishing and Hunting	96	101	5	6%

Table 9: Top Growing Industries in the Eastern Sierra Region, Lightcast 2023

Top Employers

An analysis by Lightcast using data from job postings in the region identified Mammoth Resorts as the region’s top employer. Mammoth Resorts operates several year-round enterprises, including a variety of options for accommodation, dining, and recreation. Other key employers include regional hospitals and government positions, including the Forest Service.

The region’s top employers reinforce the geography’s status as a tourism & recreation-focused region with significant environmental conservation priorities and natural assets to care for. With top regional employers in tourism and hospitality, wages consistent with cost of living

and availability of workforce housing may be a concern. The presence of federal government activity is also apparent in the region’s top employers, with both domestic stewardship efforts and defense activity occupying a significant presence in the region.

Top Companies	Job Profiles
Mammoth Resorts	318
Mammoth Hospital	172
Northern Inyo Hospital	159
Forest Service	78
Mono County	76
County Of Inyo	71
Caltrans	68
Owens Valley Career Development Center	52
Toiyabe Indian Health Project	51
Marine Corps Recruiting Ofc	43

Table 10: Eastern Sierra Top Companies by Employment Count. Source: Lightcast, Q1.2023.

Top Occupations

Regional top occupations include jobs in industries related to tourism and hospitality, with retail, food service, and facilities jobs represented as a sizeable share of the top spots. Healthcare occupations also appear on the list, re-enforcing the importance of the healthcare industry as hospitals also include two of the region’s largest employers. The presence of protective service jobs in the region’s top occupations indicates again the importance of government-supported positions and mostly include public safety and first-response positions.

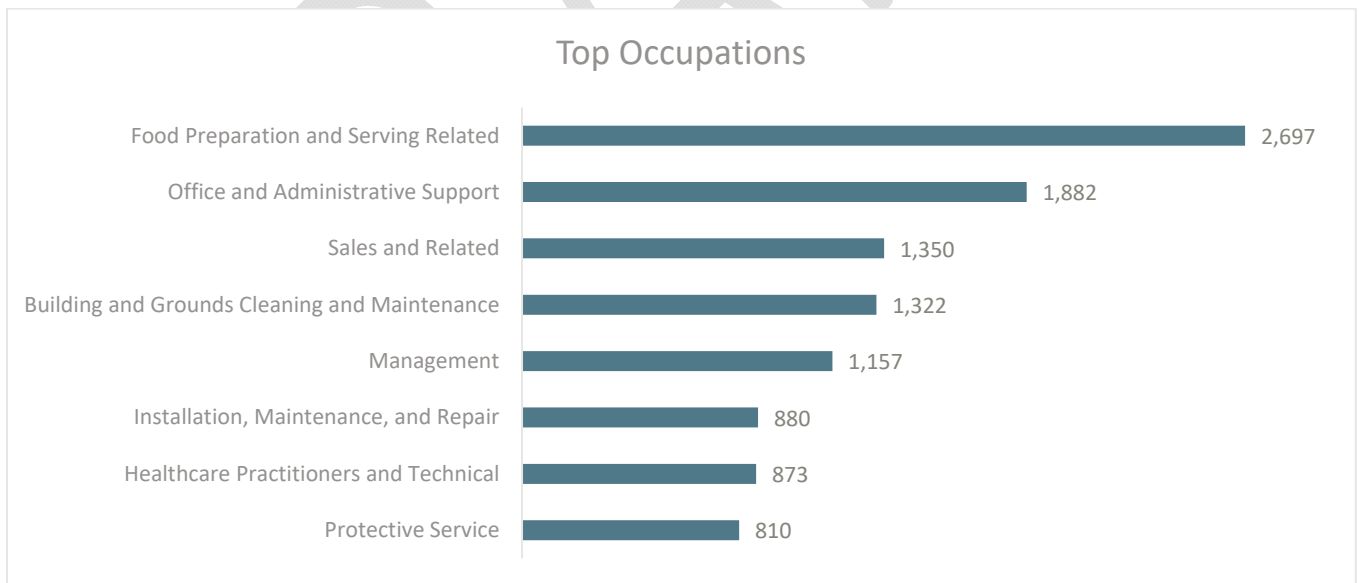


Figure 11: Eastern Sierra Top Occupations by Job Count. Source: Lightcast Q1.2023.

Wages and historic growth in the region’s top industries can help to paint a complete picture of workforce and economic conditions that the region must manage. Of the top eight occupations, the top three have shed jobs in the past five years, and the following five have added jobs. Jobs loss data in food service, and to a lesser extent, sales, likely is still reflecting

pandemic-era job shocks in these industries. Growth in the remaining top industries contribute to a modest total job growth of 266, a reflection of the region’s stable population size in recent years.

Of the region’s top eight occupations, only three typically support wages adequate to support cost of living in most scenarios. Individuals with children or without a working partner may struggle to manage expenses while working in food service, facilities, sales, and potentially office and administrative work or maintenance and repair work.

Occupation	Growth	Wages
Food Preparation and Serving Related	-416	\$15.86
Office and Administrative Support	-214	\$20.01
Sales and Related	-84	\$15.92
Building and Grounds Cleaning and Maintenance	+96	\$16.27
Management	+282	\$40.98
Installation, Maintenance, and Repair	+85	\$23.62
Healthcare Practitioners and Technical	+73	\$49.33
Protective Service	+29	\$30.49

Table 11: Eastern Sierra Job Growth. Source: Lightcast Q1.2023.

Regional Industry Clusters

In Table 12, the region’s top industry clusters are displayed in terms of job count, including their projected growth over a ten-year period from 2018 to 2028 and the average annual earnings per job within the industry. Average earnings significantly above the regional average of \$64,913 are presented in green and those significantly lower are presented in red.

Industry (3-Digit NAICS Code)	2022 Jobs	2018-2028 % Job Growth	Avg. Earnings Per Job
Local Government (903)	4,018	7%	\$95,669
Food Services and Drinking Places (722)	2,791	60%	\$34,264
Accommodation (721)	2,476	6%	\$48,293
Federal Government (901)	936	-17%	\$87,168
Specialty Trade Contractors (238)	546	39%	\$61,820
Amusement, Gambling, and Recreation Industries (713)	486	1%	\$46,102
State Government (902)	449	16%	\$113,622
Real Estate (531)	401	-6%	\$61,130

Table 12: Eastern Sierra Top Industries Trends. Source: Lightcast Q1.2023.

In general, most workers in the Eastern Sierra region are employed by local governments. Food service and accommodation industries employ roughly 5,200 workers, with the food industry projected to continue to grow significantly in the years to come. Jobs in these industry clusters

make significantly less than the average earnings in the region and workers in these jobs are likely to struggle to meet the area’s cost of living.

Commuting Patterns

Table 14 displays commuting data from two vantagepoints: where workers live and where workers work. The top half of the table displays the percentage of resident workers (those who live in the region and have jobs) who work in the region and the percent of those who work outside of the region. As the table shows, nearly 50% of the resident workforce leaves the three-county for their jobs. Many of these workers are commuting to the larger metropolitan regions of San Francisco, Sacramento, Fresno, San Jose, and Bakersfield⁷. Out of state employment destinations include Reno and Las Vegas markets.

Within the region, the largest employment centers are in Bishop (19.2% of Eastern Sierra’s resident workers) and Mammoth Lakes (14.7%). 64.3% of all jobs in the region are held by residents. However, only 54.9% of Eastern Sierra resident workers hold jobs in the region itself, whereas 45.1% of resident workers leave the region for their jobs.

	Work in Eastern Sierra	Work Outside of Eastern Sierra
<i>Workers Living in Eastern Sierra Region</i>	54.9%	45.1%

	Live in Eastern Sierra	Live Outside of Eastern Sierra
<i>Workers Employed in Eastern Sierra Region</i>	64.3%	35.7%

Table 13: Where Eastern Sierra Workers Live and Work. Source: U.S. Census OnTheMap.

⁷ 2020 Commuting estimates provided by the U.S. Census Bureau’s OnTheMap website.

Figure 12 depicts the net commuting patterns for the three-county region. As a whole, the Eastern Sierra region is experiencing a net negative as more people are leaving the region for their jobs than are entering it. An estimated 5,140 residents both live and work in the region, while 4,853 residents commute outside of the region to work, and 3,741 residents commute into the region to work. Neighboring counties vary in this measure, with some counties (ex: Fresno) retaining or drawing more workers for employment, while other counties (ex: Amador) have a residential population that tends to commute outside of the county for work.

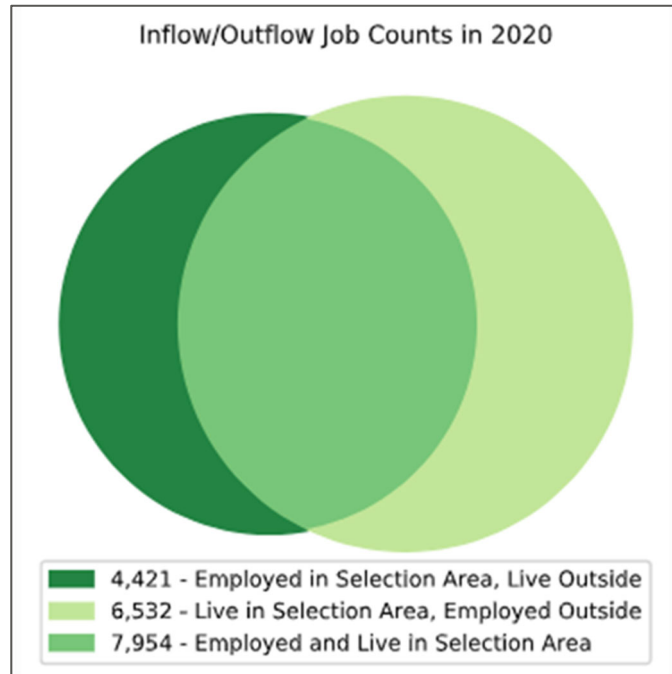


Figure 12: Eastern Sierra Commuting Patterns.
Source: U.S. Census OnTheMap

Economic Resiliency

Establishing economic resilience in a local or regional economy requires the ability to anticipate risk, evaluate how that risk can impact key economic assets, and build a responsive capacity. Often, the shocks/disruptions to the economic base of an area or region are manifested in three ways⁸:

- Downturns or other significant events in the national or international economy which impact demand for locally produced goods and consumer spending;
- Downturns in particular industries that constitute a critical component of the region's economic activity; and/or
- Other external shocks (a natural or man-made disaster, closure of a military base, exit of a major employer, the impacts of climate change, etc.).

A focus on resiliency and recovery has become a global focus, especially in the aftermath of the COVID-19 pandemic. Negative impacts from an economic disaster or event, either natural or manmade, will require some immediate action on the community's part to minimize any threats to future economic challenges. Too often, communities are unprepared for the devastation and destruction that is likely to come post-disaster. By preparing for foreseen economic shocks, communities can endure these situations, and take steps toward long-term recovery.

Establishing Information Networks & Pre-Disaster Recovery Planning

In February 2023, the EDA incorporated "Establishing Information Networks" and "Pre-Disaster Recovery Planning" to enhance a region's ability to address economic resiliency. Because economic development organizations tend to serve as response mechanisms in

⁸ U.S. Economic Development Administration

economic recovery, the region should establish systems to facilitate active and regular communication between the relevant sectors to collaborate on common challenges. Additionally, regions that are prone to natural disasters have engaged in resilience planning by focusing on the development of disaster recovery strategies, integrated with economic development strategies.

Plans and resources exist at the local/county level to assist with disaster preparedness and response, and there is great opportunity further enhance planning for disaster recovery across the entire region. Alpine County adopted a Hazard Mitigation Plan in 2018. Inyo County has an Office of Emergency Services with an Emergency Operations Plan and communications to support residents making a disaster preparedness plan. Mono County also has an Office of Emergency Services with a “READY Mono” communications initiative. The Eastern Sierra Wildfire Alliance exists to coordinate stakeholders in Alpine, Inyo, and Mono Counties address risks and challenges from the threat of wildfires.

SWOT ANALYSIS

SWOT Process

In April of 2023, stakeholders across the Eastern Sierra region in Alpine, Inyo, and Mono counties were invited to participate in one of six engagement workshops over four days. Five workshops were held in person across the region, while one was held virtually to offer a better opportunity for stakeholders in the western part of Alpine County.

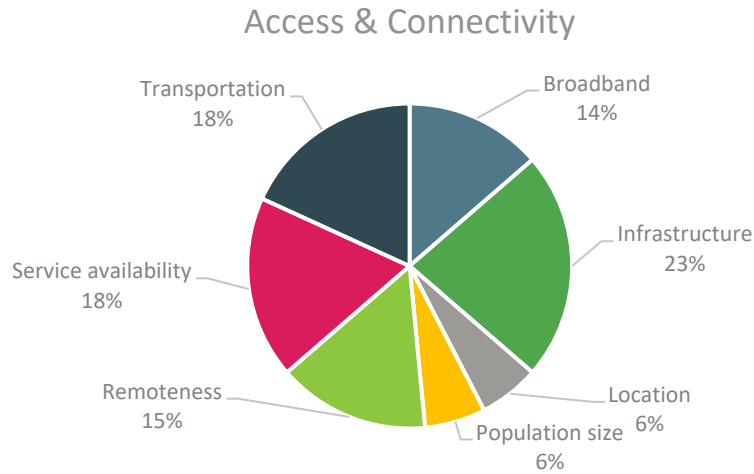
These sessions were interactive for participants, introducing the regional background data compiled in advance as well as time spent identifying regional strengths, weaknesses, opportunities, and threats. Participants were given time for individual brainstorming and reflection but spent substantial time in group discussion to rank top SWOT items. All information was collected via a workshop handout as well as on post-it notes and note cards.

SWOT session results recorded on note cards were then coded twice, resulting in six key themes used for analysis and to inform the strategic framework of the CEDS. Every item listed as a strength, weakness, opportunity, or threat was categorized into one of the following themes, and analysis was performed across themes, SWOT items, and geography.

Following the review of information from the interactive workshop sessions, an online survey was distributed to seek additional feedback from the greater community. The survey yielded 670 responses (22 in Alpine County, 359 in Inyo County, and 289 in Mono County), and the results are incorporated into the SWOT analysis.

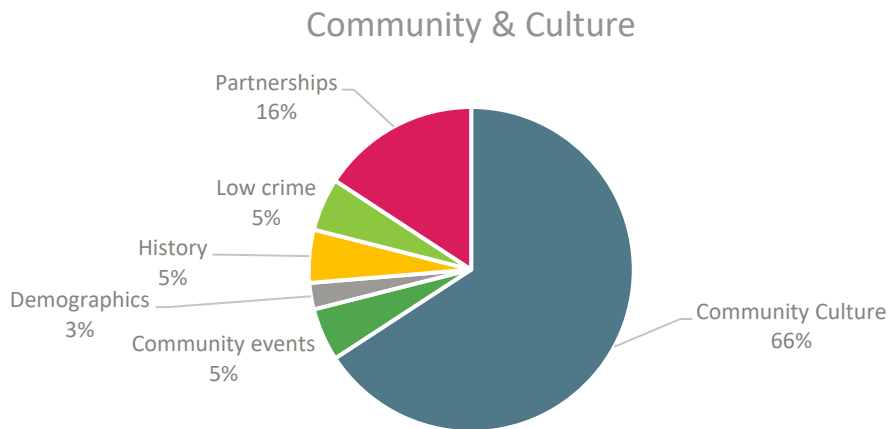
It is important to note that participation from tribal communities was extremely limited. Including tribal communities in the CEDS development process was very important to the steering committee, but this proved to be very difficult. Relationships between tribal leaders and community entities have significant room to grow in strength, including asking tribal leaders what forms of engagement and communication best meet their needs.

Theme 1: Access & Connectivity



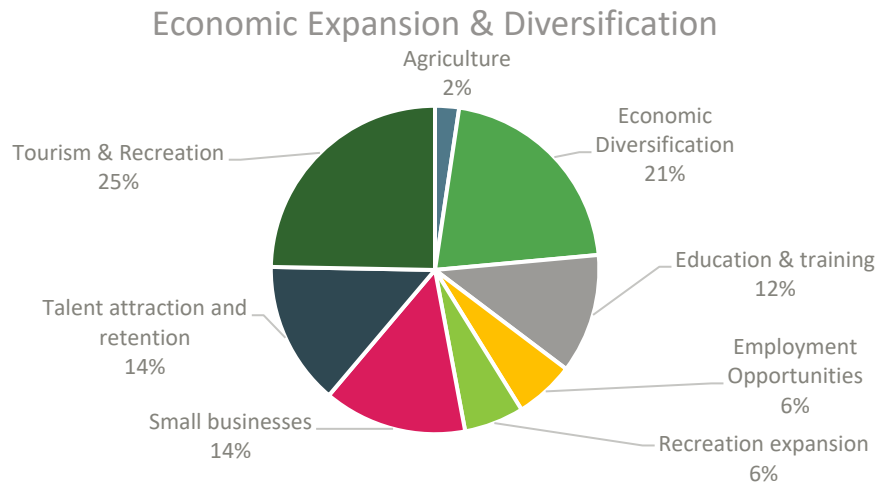
From roadways to broadband to air travel, the importance of connectivity was a focus in stakeholder sessions and is supported by regional data and literature. Access and connectivity include inter-regional travel and access for both essential services and leisure, as well as the region’s level of connectivity with the surrounding state and nation. Strategic actions towards improving regional access and connectivity will contribute to the region’s economic diversity and vitality.

Theme 2: Community & Culture



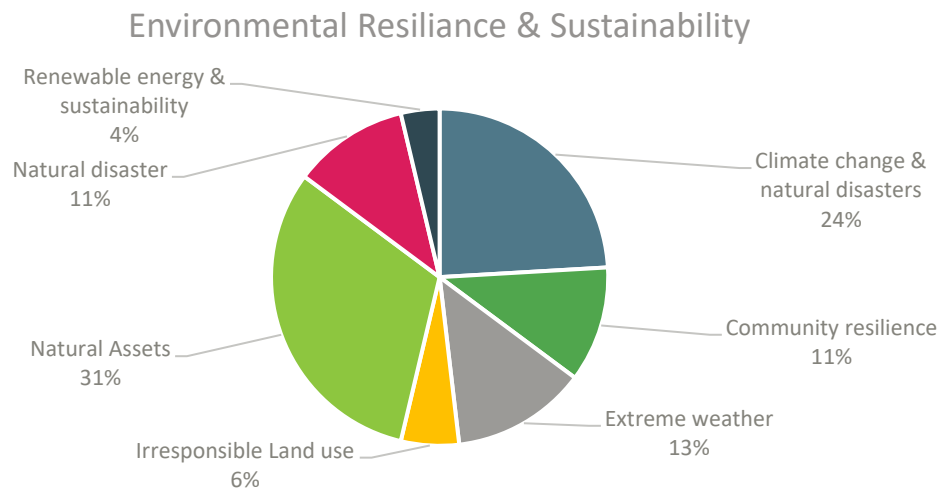
Many participants in workshops as well as survey respondents indicated that community and culture made the Eastern Sierra region appealing, while also slightly contributing to some of its weaknesses in terms of population size. Individuals expressed a strong desire for the small-town culture of individual communities in the region to remain strong even as opportunities for economic growth are pursued. This category also includes elements of historic preservation, quality of life, low crime rates, and opportunities for improved partnerships.

Theme 3: Economic Expansion & Diversification



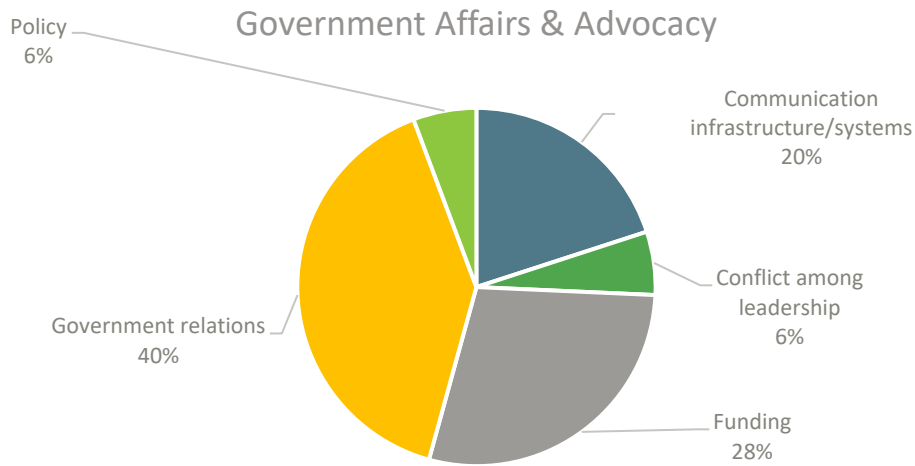
With the undisputed asset of a healthy outdoor recreation and tourist economy, regional leaders want to leverage the industry’s benefits for economic growth while pursuing opportunities for economic diversification in pursuit of increased economic resiliency. The Eastern Sierra region has the opportunity to determine current and future needs of existing businesses and develop programs and policies to address those needs. This can lead to employment growth through business expansion and industry diversification by encouraging business growth that aligns with regional strengths and opportunities.

Theme 4: Environmental Resilience & Sustainability



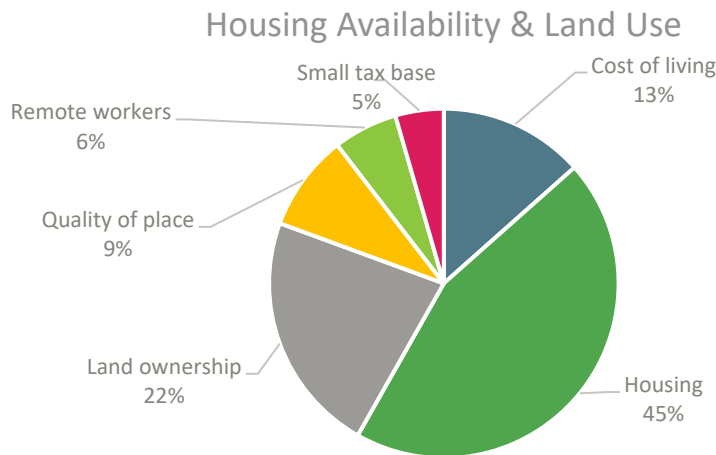
With a robust inventory of natural assets to protect, frequent exposure to natural hazards, and a population accustomed to persevering and “bouncing back,” environmental resilience and sustainability was discussed across SWOT components. The Eastern Sierra’s key economic strengths are inextricably tied to the protection of the region’s natural assets, making much of the conversation around Environmental Resilience and Sustainability about emergency preparedness, hazard mitigation, and threat minimization.

Theme 5: Government Affairs & Advocacy



Although government affairs and advocacy was the smallest theme to emerge, the regional policy landscape, and the networks and communication occurring within it, emerged as an important piece of both the SWOT and the CEDS strategic framework. Regional collaboration is an important piece of strategy implementation and essential to pursue promising state and federal funding opportunities. Strengths related to this theme included the strong relationships and knowledge that local government leaders have with and about their communities. Weaknesses and threats included a lack of mobilization towards funding opportunities due to lack of knowledge or capacity, and perceived limited communication with neighboring municipalities.

Theme 6: Housing Availability & Land Use



The extremely limited supply of privately owned land within the region colored the discussion around housing and land use, with stakeholders frustrated by perceived housing cost inflation and lack of opportunities for development. These constraints, stakeholders say, also limit

population growth and in turn limit the size of the region's economic base. Some opportunities were raised to access land owned by the City of Los Angeles, although optimism regarding suggested opportunities was not high. Infill development and main street/downtown corridor investments were discussed as opportunities across the region, while second-home ownership was identified as a potential threat.

Regional Strengths

Connection to Community

Due to the size and geographic location of many of the communities in the Eastern Sierra region, residents experience close connection to the community. Due to the rural nature of the area, the region was characterized as a place with vibrant civic life, low crime, and genuine care for neighbors and other members of the community who live, work, and recreate in the area.

Tourism & Outdoor Recreation Industry

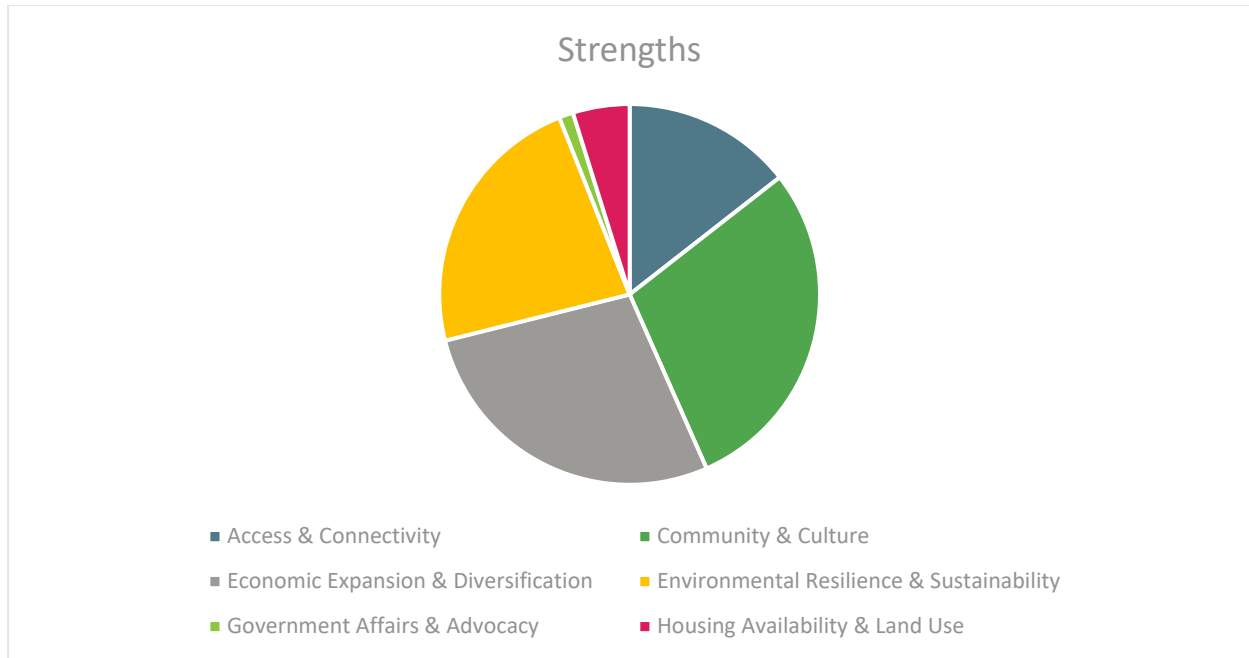
Residents and visitors of the region can enjoy an abundance of outdoor recreation activities. Diverse options for recreation appeal to a wide base of people. Tourism consistently drives traffic into the communities in each county, providing a mostly dependable source of revenue for the businesses in these small towns and driving the economy in a large way.

Community Resilience

In the face of positive and negative changes, the communities in the region demonstrate great determination. Their individual and community resilience allows them to withstand many of the natural disasters and climate-related effects that threaten them.

Natural Assets

The natural beauty in the outdoors is apparent in the Eastern Sierra region, making it an attractive place to spend time as a resident, worker, or visitor. This is a unique resource and competitive advantage compared to other communities. The region's preserved natural assets also play into what makes the region environmentally healthy with cleaner air and water.



Regional Weaknesses

Housing

A lack of available and affordable housing stymies the region's ability to flourish with a thriving workforce and economy. With the limited housing stock there is, without the ability to develop more, competition is steep and outprices workers who are employed in the Eastern Sierra region, many of whom are working in the hospitality and tourism industries with lower wages.

Land Ownership

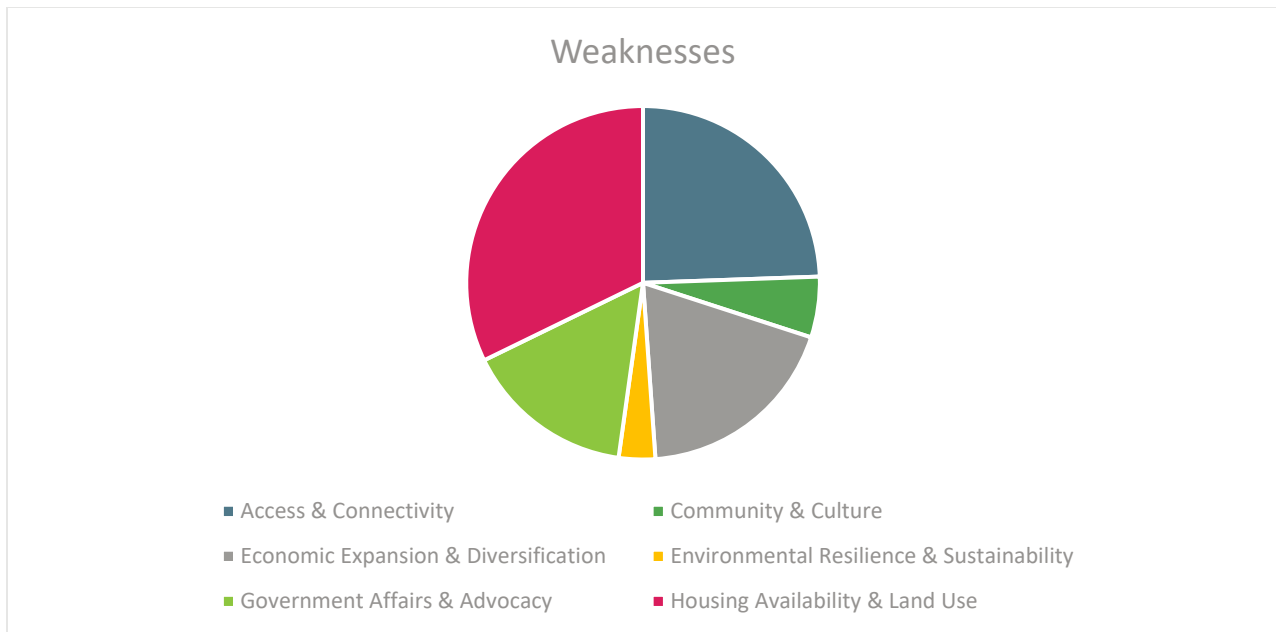
The lack of private land for development contributes to many of the communities' challenges. Over 95% of the land is publicly owned by local, state, and federal government agencies. This negatively affects economic growth as it restricts the establishment of new businesses and expansion of existing ones and impedes job creation and entrepreneurial endeavors.

Talent Attraction & Retention

Communities in the Eastern Sierra face challenges in filling jobs with qualified candidates. There is not a large workforce base to pull talent from due to a small and aging population. Additionally, retaining good workers is difficult with a shortage of homes and generally high cost of living.

Remoteness

The remote towns and cities of the Eastern Sierra region face challenges related to that geographical reality. Remoteness negatively affects what public and private services and amenities are available to residents. These issues are compounded when natural or climate disasters limit accessibility within the region during periods of the year.



Regional Opportunities

Housing & Infrastructure

Updating existing housing and infrastructure as well as developing additional housing to meet the high demand within the region’s communities was identified as a major opportunity during the stakeholder engagement process. Within this general opportunity was the identification of an opportunity to develop more workforce, affordable housing to meet the needs of low to middle income earners.

Education & Entrepreneurship

The region will benefit from growing the development of high-quality education and occupational trainings for relevant industries, digital literacy efforts, and coordinated resources for small businesses.

Industry Diversification

Communities expressed the need to diversify the regional economy with investments in industries outside of hospitality and tourism as well as optimizing those existing core sectors, leveraging the region’s abundant agricultural resources, exploring options to bring in new technology industries, and increasing outdoor recreation and tourism activities year-round.

Transportation

With the buildout of the Bishop Airport, stakeholders identified the opportunity for expanded air service with more airlines, routes, and year-round air service. To accommodate more visitors in the region, it is also an opportunity to build out more ground transit regionally to simplify travel in each of the counties.



Regional Threats

Climate Change & Natural Disaster

The impact of changing climates and regular natural disasters consistently threatens the region. Fires damage natural assets and infrastructure, floods remove access to basic services, and climate extremes make economic activity unpredictable in many of the communities.

Infrastructure

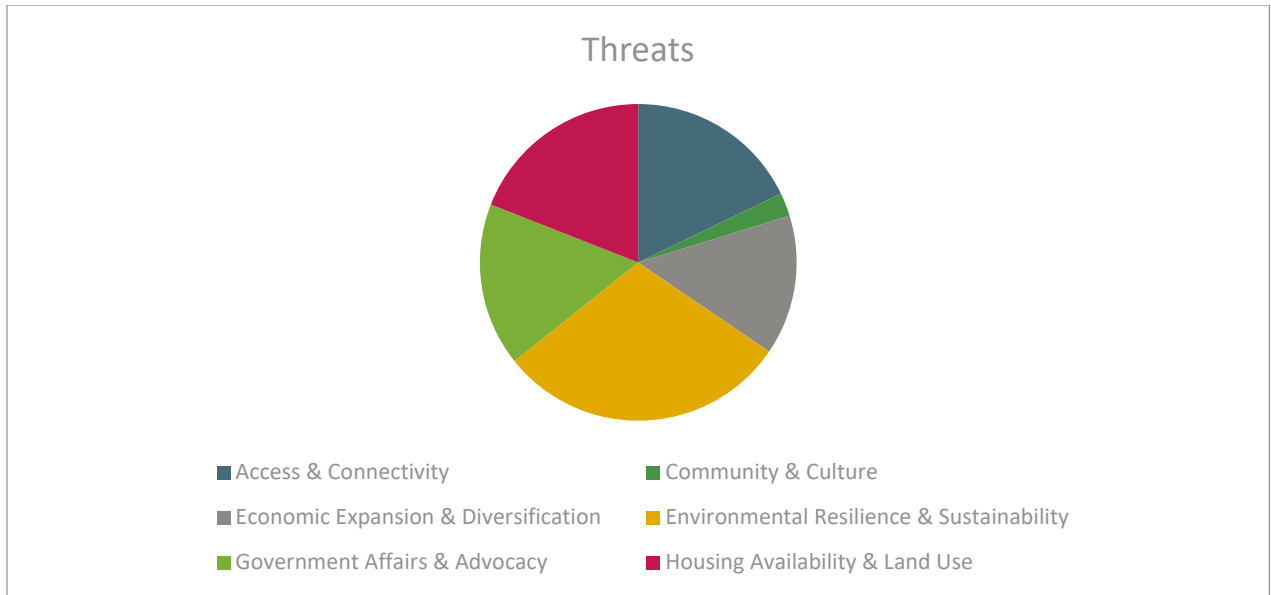
Buildings that are aging, unoccupied, or even failing make some of the region's communities appear less attractive to visitors and residents, especially in main street/downtown commercial corridors that must remain vibrant for quality of life, tourism, and business development. This is a threat to future growth and community safety the longer it is not redeveloped or improved.

Government Relations

Difficulties engaging state and federal agencies to support community needs are compounded by threats like staff (and point-of-contact) turnover and apathy towards the desires of the community for change. Additionally, it is important that communities avoid dependency on these government agencies to drive forward the initiatives and strategies for economic development and growth.

Cost of Living

Rising costs of living threaten economic growth in the region. This can aggravate existing challenges with housing supply shortages, heavy reliance on recreation and tourism industries that house low-wage employment opportunities, and more.



DRAFT

STRATEGIC ACTION PLAN & EVALUATION FRAMEWORK

This section synthesizes the background information about the Eastern Sierra region, the rich insights and feedback gained during stakeholder engagement activities, and a collaboratively derived vision for the future of the region to determine actionable areas of priority for the region with specific, measurable objectives, steps, or initiatives.

Vision Statement

The core stakeholder committee for the Eastern Sierra CEDS participated in several facilitated sessions to develop and refine the vision statement, which was shared and validated during stakeholder engagement activities. The vision statement served as the focal point for determining and developing key themes that serve as the foundation for the plan's goals and objectives.

The Eastern Sierra region envisions a future which includes economic prosperity and environmental stewardship realized through collaborative efforts to preserve natural assets and historic culture, enhance regional connectivity and resiliency, and advance vibrant and inclusive communities.

Of note is how stakeholders chose to incorporate resiliency into the vision statement. As shared in the SWOT portion of the process and confirmed repeatedly through additional stakeholder engagement, economic and environmental resiliency is of great importance to the region through multiple lenses.

Goals and Objectives

The goals and objectives that inform the action plan incorporate all foundational elements of the CEDS development process: data gathering and fact-finding, regional background, stakeholder engagement, and SWOT analysis.

The following focus areas were identified through the research and engagement processes and used to define and prioritize goals and objectives:

1. Access & Connectivity
2. Community & Culture
3. Economic Expansion & Diversification
4. Environmental Resilience & Sustainability
5. Government Affairs & Advocacy
6. Housing Availability & Land Use

Access & Connectivity

Narrative

From roadways to broadband to air travel, the importance of connectivity was a focus in stakeholder sessions and is supported by regional data and literature. Access and connectivity includes inter-regional travel and access for both essential services and leisure, as well as the

region's level of connectivity with the surrounding state and nation. These considerations are critical to residents, businesses, and visitors as the region pursues economic expansion and sustainability.

Physically, the region faces accessibility and connectivity challenges as a collection of remote communities with unique geographical considerations. Located several hours from major cities by car, residents must consider the types of specialized goods and services they will have trouble accessing in the region, and visitors must devote additional time and attention to their travel plans. These challenges are exacerbated in the winter months, when snow and ice often close critical roadways, leaving communities isolated and without vital resources including food and gas. Some communities in the region are accessible through regional air travel, but the service is often seasonal and limited, with existing flights subsidized by local governments.

Broadband connectivity also challenges residents. While those in the region's few densely populated communities may have adequate service, those in more remote, less dense communities are likely to lack connection that meets federal minimum standards for high-speed internet. Fiber backbone infrastructure exists along the region's most important thoroughfare, but internet service providers have not been adequately enticed to expand into communities where a return on investment for infrastructure buildout is projected to exceed preferable benchmarks.

Strategies

- Increase access to digital resources through broadband infrastructure buildout across the region.
- Enhance the regional transportation network to provide residents, visitors, and businesses with more accessible, reliable options for moving in, out, and within the region.
- Enhance response services to ensure remote communities are equipped for periods of time with no access to services.

Best Practices

- [West Virginia Speed Test](#) that is monitored and maintained by a diverse stakeholder group for the purpose of measuring achieved speeds against advertised speeds.
- [California case study](#) that includes cost sharing for transportation upgrades among benefactors.
- Emerging technology in winter maintenance practices include Integrated Modeling for Road Condition Prediction (IMRCP) - [overview](#) and [in-depth report](#).

Funding Opportunities

[Broadband Equity, Access, and Deployment Program](#) – The BEAD program is a national program through which the State of California has received \$1.86 billion dollars to fund broadband infrastructure buildout and workforce development programming. The state must plan for the allocation of these dollars and will seek input from stakeholders across the state to inform the use of the funds.

[Mobility, Access, and Transportation Insecurity: Creating Links to Opportunity Research and Demonstration Program](#) – This federal grant program funds programs that research transportation access and explore mobility solutions across community stakeholders. If renewed for 2024 (2023 NOFO was posted in August 2022), it could allow the region to assess the feasibility of transportation interventions and upgrades.

Other Funding Opportunities:

- [Innovative Coordinated Access and Mobility Grants](#)
- [USDA Reconnect Loan and Grant Program](#)
- [Public Transit on Indian Reservations Program](#)

Evaluation Framework: Access & Connectivity			
Goal: Improve and enhance regional access and connectivity within the region and with surrounding geographies.			
Partners/Champions: Local governments, Internet service providers, Caltrans			
Objectives	Action Items	Timeline	Metrics for Success
Increase access to digital resources through broadband infrastructure buildout across the region.	<ul style="list-style-type: none"> • Catalog existing assets that may help to offset the cost of buildout for providers. Include capital resources as well as in-kind resources and donations, such as waived permitting fees, access to poles for aerial networks, or efficiencies with other utility maintenance or buildout projects • Encourage local governments to partner with internet service providers to apply for state and federal broadband funding • Develop, deploy, and monitor a broadband speed test tool that will allow communities to track achieved speeds vs advertised speeds, potentially expanding the locations eligible for federal funding • Participate in statewide planning efforts for the Broadband Equity, Access, and Deployment Program to ensure that the region’s challenges are accounted for in funding distribution 	Medium-term (2-3 years)	<ul style="list-style-type: none"> • Creation of local asset & incentive catalog • Number of grant opportunities pursued • Creation of speed test tool • Meeting attendance, committee membership, etc.
Enhance the regional transportation network to provide residents, visitors, and businesses with more accessible, reliable options for moving in, out, and within the region.	<ul style="list-style-type: none"> • Catalog and prioritize existing roadway infrastructure deficiencies, including but not limited to depressions in asphalt, dangerously narrow roadways, and areas lacking critical safety infrastructure • Determine which populations lack transportation options most severely, and describe the transportation needs of these groups • Explore options to meet the transportation needs of populations identified above, potentially ranging from fixed route services to major metros or local anchors to responsive services provided at a subsidy • Ensure that local planning efforts include provisions for commercial corridors and surrounding neighborhoods in existing communities to enhance walkability and options for multi-modal transit 	Long-term (3-5 years)	<ul style="list-style-type: none"> • Creation of roadway need prioritization document • Creation of transportation need summary • Report written, committee formed, # of interventions considered, etc. • # of local planning efforts incorporating

<p>Enhance response services to ensure remote communities are equipped for periods of time with no access to services.</p>	<ul style="list-style-type: none"> • Support communities at risk for isolation in winter months in efforts to reserve critical supplies to sustain residents through periods of isolation • Collaborate with Caltrans and county partners to accelerate response times for road clearance and maintenance in isolated communities • Explore emerging tools to anticipate response needs and accelerate response times 	<p>Short-term (1-2 years)</p>	<ul style="list-style-type: none"> • Amount and type of additional supplies reserved • Correspondence facilitated, improved average response times • # & summary of emerging tools evaluated
---	--	-------------------------------	---

Community & Culture

Narrative

The Eastern Sierra region boasts a strong culture of community among the residents, workers, and other key stakeholders with vested interest in the success of the region and its economies. From the stakeholder engagement sessions to the widely distributed community survey, people contended that neighbors are supportive of one another, that there are opportunities to participate actively within the communities through events and other activities, and that the people of the region are resilient.

Workshop participants and survey respondents indicated that community and culture made the Eastern Sierra region appealing, while also slightly contributing to some of its weaknesses in terms of population size. Without a larger tax and income base, many find it difficult to ensure that amenities and services are available, especially in the more rural areas of the counties.

Throughout the stakeholder engagement process, individuals continuously expressed a strong desire for the small-town culture of individual communities in the region to remain intact even as opportunities for economic growth are pursued. They do not want to risk completely losing the appeal of smaller, tight-knit communities, which indicates a need for thoughtful growth strategies.

Other elements that were important to participants in the workshops were quality of life and low crime that many believe to be a direct result of the close relationships in the communities as well as historic preservation and finding new ways to leverage that in the tourism industry to promote a deeper understanding of the region’s rich history and culture.

One area of concern in this theme is that engagement of tribal communities was challenging, highlighting the need for proactive outreach and relationship building with tribal communities, creating engagement opportunities that reflect their needs and preferences for inclusion.

Strategies

- Improving partnerships and interagency collaboration to benefit localities and facilitate regionally-focused efforts.
- Capitalize on strong community engagement to garner support for new initiatives, projects, etc.
- Enhance the region's existing quality of life with additional amenities to attract and retain talent.

- Strengthen tribal relationships in the communities and counties and involve leadership in conversations and decisions to plan and implement strategies.
- Build out a more robust, uniform regional communication strategy for sharing information, including emergency responses, with people who live, work, and recreate in the region.

Best Practices

[USDA Resource Guide for Rural Workforce Development](#)

This guide is designed to help communities that are looking for ways to support their workforce needs, including talent attraction and retention efforts. The focus on rural communities is widely applicable to the communities of the Eastern Sierra region.

[Collaborating for Prosperity with American Indians and Alaska Natives](#)

Relationships with tribal communities are critical for helping the Eastern Sierra realize its economic growth potential. This guide demonstrates the many resources and past successes of tribal communities in funding their projects and initiatives for community and economic prosperity.

Funding Opportunities

[Next Generation Warning System Grant Program](#)

The Next Generation Warning System Grant Program (NGWSGP) supports investments improving the resiliency and security of public broadcasting networks and systems. It enables public television broadcasters, public radio stations, and more to update their digital capabilities so that information about disasters and emergencies is properly distributed to members of the community, including individuals with disabilities, limited English proficiency, and other accessibility needs.

[Community Heart & Soul Seed Grant Program](#)

The Community Heart & Soul Seed Grant Program provides \$10,000 in funding for resident-driven groups in small cities and towns to start the Community Heart & Soul model. Grant funding requires a \$10,000 cash match from the participating municipality or a partnering organization.

Evaluation Framework: Community & Culture			
Goal: Maintain and capitalize on strong community culture			
Partners/Champions: Community-based organizations, arts and culture partners, emergency services providers/responders, tribal communities			
Objectives	Action Items	Timeline	Metrics for Success
<p>Improve partnerships and interagency collaboration to benefit localities and facilitate regionally-focused efforts.</p>	<ul style="list-style-type: none"> ✓ Conduct a mapping exercise to identify all partnerships critical to CEDS execution with point of contact information ✓ Devise an outreach strategy to bring these partners in as stakeholders ✓ Create regular opportunities for these partnerships to engage in the implementation process ✓ Establish regular communication channels and platforms to facilitate information sharing among the partners 	Short-term (1-2 years)	<ul style="list-style-type: none"> ✓ CEDS execution partners map ✓ Creation of outreach strategy ✓ Number of meetings with regional partners
<p>Capitalize on strong community engagement to garner support for new initiatives, projects, etc.</p>	<ul style="list-style-type: none"> ✓ Effectively educate the public on continuous activities related to the implementation of the CEDS ✓ Provide opportunities for community members to actively participate in the implementation of new initiatives and projects 	Short-term (1-2 years)	<ul style="list-style-type: none"> ✓ Number of region residents participating in activities ✓ Number of agencies and organizations engaged with CEDS implementation ✓ Annual publication and promotion of CEDS progress
<p>Enhance the region's existing quality of life with additional amenities to attract and retain talent.</p>	<ul style="list-style-type: none"> ✓ Support individual communities in their development of achievable plans for talent attraction and retention based on each community's assets and needs ✓ Engage employers about talent retention priorities and strategies ✓ Incorporate natural and cultural assets in local and regional marketing efforts 	Long-term (3-5 years)	<ul style="list-style-type: none"> ✓ See Economic Expansion & Diversification section ✓ Marketing plan updates that reflect incorporation of natural and cultural assets
<p>Strengthen tribal relationships in the communities and counties and involve leadership in conversations and decisions to plan and implement strategies.</p>	<ul style="list-style-type: none"> ✓ Designate a point of contact for the region to provide ongoing, focused communication and ensure tribal leadership is engaged in conversations and decisions ✓ Organize regular engagements with tribal leaders and representatives from tribal communities ✓ Support each tribal community's ongoing and future economic development initiatives 	Short-term (1-2 years)	<ul style="list-style-type: none"> ✓ Number of meetings with tribal representatives and leaders ✓ Partnerships with tribal communities to support economic development initiatives ✓ Incorporate plan adjustments recommended by tribal leadership ✓ # of executed opportunities to support each tribal community's economic development initiatives
<p>Build out a more robust, uniform regional communication strategy for sharing information, including emergency responses, with people who live, work, and recreate in the region.</p>	<ul style="list-style-type: none"> ✓ Conduct a comprehensive needs assessment to understand the existing communication landscape throughout the region across government partners and key partners like chambers of commerce and business associations ✓ Collaboratively develop a comprehensive communication plan that outlines the strategies, tactics, and 	Long-term (3-5 years)	<ul style="list-style-type: none"> ✓ Completion of needs assessment ✓ Adoption of regionwide communication strategy ✓ Communications and marketing reach ✓ Funding secured for increased capacity related

	responsibilities of each participating entity ✓ Align resources for implementation which may involve securing funding for communication equipment, technology upgrades, and training for relevant staff		to communications strategy
--	--	--	----------------------------

Economic Expansion & Diversification

Narrative

The Eastern Sierra region has the opportunity to determine current and future needs of existing businesses and develop programs and policies to address those needs. This can lead to employment growth through entrepreneurship, business expansion, and industry diversification.

The Eastern Sierra region is ready to evolve its business and economic development support efforts to build on existing networks that support core industries that include accommodation and food services, manufacturing, and health care and social services. Core features of any economic development strategy include services to support these business categories:

- Existing business seeking to grow or in need of navigating challenges (business retention and expansion)
- Businesses seeking to invest in the region for the first time with a new facility (business attraction)
- Entrepreneurs and small businesses with unique needs related to starting up and scaling a business

With outdoor recreation as a vital component of the business community that impacts employment, visitors, and the region’s tax base, it is a strong example of how economic development efforts can make a difference in a region. Efforts to help existing outdoor recreation companies thrive and expand, helping new outdoor recreation businesses find a home and a platform in the region, and providing entrepreneurs and small businesses with tools to start up and grow sustainably in the region are all worthwhile efforts to have available in this region.

Visit California announced in early 2023 an initiative to promote sustainable tourism, and action plans for 12 [regions](#), including the “High Sierra region” that includes the Eastern Sierra region, will be developed. Many goals for this initiative will compliment this plan, including creating responsible travel principles to protect the environment and natural assets and assessment of climate impacts from tourism with mitigation recommendations.

A strong economic development strategy can also leverage existing industrial sector strengths to encourage innovation in areas that are important to stakeholders, such as sustainable tourism or disaster preparedness and response. The region can seek out opportunities and deploy interventions that address key areas of importance to stakeholders, like economic resiliency and protection of precious natural assets, diversifying the economic base of the region while promoting entrepreneurship and sustainability at the same time.

Main street/downtown corridors across the region are a special opportunity that can address several different needs in the region: real estate locations for small businesses, vital resources and collaboration for entrepreneurs, and a continued destination for residents and visitors for lodging, dining, and activities. Business and visitor experiences in downtown corridors can evolve through infrastructure upgrades, façade improvements, and multi-modal transportation enhancements.

Increased opportunities to match available workers with the needs of existing industry would help address workforce concerns that exist for most industry sectors. Like most regions, there is room to improve the skill sets of available workers to better match the needs of existing businesses.

Objectives

- Build relationships with existing businesses through a formal business retention and expansion (BRE) program and respond to their needs through supportive services and connections to service providers.
- Create an environment for businesses to convene by industry to understand and address common issues related to supply chain, workforce, etc.
- Enhance network of entrepreneurial and small business resources to encourage new business development within the region.
- Support investment of businesses in existing and new real estate solutions that complement industry and residential needs. Downtown corridors are areas of great need in the region as vibrant centers for convention, recreation, and visitors.
- Thoroughly study and review the current status of the labor market and gaps in workforce services provision, for both employers and individuals. Provide new workforce development solutions that address gaps and improve outcomes for companies and individuals.

Best Practices

[Guide to Building a Business Retention & Expansion Program](#) by the University of Wisconsin-Madison Division of Extension

This article provides step-by-step guidance on how to build a BRE program. It emphasizes how both leaders in business support services and government partners can coordinate outreach, use a uniform data collection approach (like a survey) to capture important data points and identify opportunities and barrier related to growth and warning signs of downsizing, closure, etc.

[BRE Resource Library and Program Awards](#) by Business Retention and Expansion International

Business Retention and Expansion International (BREI) is a membership-based organization dedicated to helping communities build and improve formalized BRE programs. They have an extensive resource library and an annual awards program that showcases well-executed and innovative BRE programs. They focus on assisting and supporting smaller, rural communities.

Funding Opportunities

Rural Community Development Initiative (RDCI) Grants

RDCI is a matching-funds program through the US Department of Agriculture designed to assist communities to build capacity in areas of housing, community facilities and community and economic development projects. Projects can receive \$50,000 to \$500,000 and support efforts related to BRE programs, entrepreneurial support, childcare facilities, and much more. This funding stream can support efforts in this goal area and others in this CEDS, such as Housing Availability & Land Use.

Evaluation Framework: Economic Expansion & Diversification			
Goal: Grow and diversify the regional economy through support of existing and new businesses.			
Partners/Champions: Regional economic development organizations, local chambers of commerce, entrepreneurial supportive services			
Objectives	Action Items	Timeline	Metrics for Success
Build relationships with existing businesses and respond to their needs.	<ul style="list-style-type: none"> ✓ Build a formal business retention and expansion (BRE) program ✓ Assemble and deploy a network of supportive services and providers to provide technical assistance ✓ Seek funding opportunities to build capacity to grow the BRE program over time 	Medium-term (2-3 years)	<ul style="list-style-type: none"> ✓ Number of BRE visits conducted annually ✓ Established network of service providers and supportive services ✓ Number of firms referred/connected to service providers and supportive services ✓ Tracked outcomes of companies that successfully navigate services/resources
Create an environment for businesses to convene by industry to understand and address common issues related to supply chain, workforce, etc.	<ul style="list-style-type: none"> ✓ Leverage existing groups convened by partners like chambers or industry associations and adopt a sector partnership model ✓ Assist industry-identified priorities with supportive services, advocacy, etc. 	Short-term (1-2 years)	<ul style="list-style-type: none"> ✓ Number of industry-specific groups led by industry active in the region ✓ Annual report of successful outcomes from industry groups
Enhance network of entrepreneurial and small business resources to encourage new business development within the region.	<ul style="list-style-type: none"> ✓ Support and promote opportunities for entrepreneurs to convene, network, and learn ✓ Collaborate with service providers like SBDC, SCORE, and local service providers to bring workshops and trainings to the region ✓ Create a regional asset map of entrepreneurial and small business resources ✓ Develop a plan to address gaps in the regional asset map 	Long-term (3-5 years)	<ul style="list-style-type: none"> ✓ Number of networking events ✓ Number of workshops/trainings ✓ Asset map ✓ Plans to address one or more gaps in the asset map

<p>Support investment of businesses in existing and new real estate solutions that complement industry and residential needs.</p>	<ul style="list-style-type: none"> ✓ Create façade improvement programs for downtown areas ✓ Leverage historic designations to secure funding for building improvements ✓ Establish a revolving loan fund to support investment in real estate solutions that support the needs of businesses ✓ Invest in business district upgrades that improve walkability and bikeability 	<p>Long-term (3-5 years)</p>	<ul style="list-style-type: none"> ✓ Establishment of programs ✓ Number of businesses or buildings receiving assistance ✓ Improved walkability scores in main street/downtown districts
<p>Thoroughly study and review the current status of the labor market and gaps in workforce services provision, for both employers and individuals.</p>	<ul style="list-style-type: none"> ✓ Conduct a workforce and skills gap analysis with asset mapping of workforce and employment services ✓ Provide new workforce development solutions that address gaps and improve outcomes for companies and individuals 	<p>Short-term (1-2 years)</p>	<ul style="list-style-type: none"> ✓ Workforce and skills gap analysis ✓ Asset map of workforce and employment services

Environmental Resilience & Sustainability

Narrative

Environmental stewardship and preservation of natural assets is a critical component of the region’s vision for the future. Residents emphasized the enjoyment received from accessing and appreciating the landscape and access to recreation as a key feature to quality of life. The region’s natural assets are also a key feature of the vitality of the tourism industry and must be preserved and protected for future, long-term enjoyment.

The region’s exposure to extreme weather events pass uncertainty, risk, inconvenience, and isolation to businesses and residents. With record snowfall in Winter 2022-2023, some communities only accessible by mountain pass were isolated from the surrounding region for months, unable to access vital resources. Small business owners shared that accessibility challenges in winter months prevent customers from accessing their businesses and impact the revenue that they are able to generate. Additionally, wildfires have occurred throughout the region with increased frequency in recent years, straining the capacity of first responders and threatening residencies and businesses in vulnerable areas.

The State of California releases an updated climate adaptation strategy every three years, most recently in 2021. The current strategy has priorities that include building capacity in climate vulnerable communities, encouraging tribal and local governments to incorporate climate considerations into emergency planning efforts, and to strengthen climate resilience of natural systems. The strategy divides the State into [regions](#) with specific engagement opportunities.

Objectives

- Reduce the challenges experienced by residents and visitors during winter climate events

- Enhance the network of industry and community stewards to develop, adopt, and promote guidelines for sustainable tourism.
- Consider sustainable tourism as a budding industry with workforce needs and entrepreneurial opportunities

Best Practices

[Adaptation Clearinghouse](#) by State of California’s Governor's Office of Planning & Research

This searchable database includes planning resources, case studies, and tools to support planning and initiatives that help address climate-related challenges and issues. It also highlights plans and initiatives led by tribal communities.

Funding Opportunities

[CoolCalifornia.org](#) Local Government Portal

CoolCalifornia.org hosts a tool kit to assist local governments with the development of a climate action plan with a resource library, interactive map of case studies and examples, and a searchable funding database for sustainability projects.

Evaluation Framework: Environmental Resilience & Sustainability			
Goal: Prioritize opportunities to preserve natural assets and support service provision needs of residents during weather and disaster events			
Partners/Champions: Local government, emergency services providers/responders, tribal communities, California Climate Adaptation Strategy			
Objectives	Action Items	Timeline	Metrics for Success
Reduce the challenges experienced by residents and visitors during winter climate events	<ul style="list-style-type: none"> ✓ Create a regional working group that encourages collaboration across the three counties with their current plans, offices, and staff related to emergency response and disaster preparedness ✓ Pursue climate action planning as a region, leveraging resources for greater impact 	Short-term (1-2 years)	<ul style="list-style-type: none"> ✓ Working group established and meeting regularly ✓ Climate action plan for the region
Enhance the network of industry and community stewards to develop, adopt, and promote guidelines for sustainable tourism	<ul style="list-style-type: none"> ✓ Designate a group of sustainable tourism champions to plug into state-level initiatives to leverage plans and resources to advance outcomes in the region ✓ Develop regional guidelines to inform and encourage sustainable tourism initiatives and practices 	Short-term (1-2 years)	<ul style="list-style-type: none"> ✓ Sustainable tourism champions identified and actively participating in state-level initiatives ✓ Adoption of state-level sustainable tourism initiatives at the regional level
Consider sustainable tourism as a budding industry with workforce needs and	<ul style="list-style-type: none"> ✓ Embed sustainable tourism into other plan elements 	Short-term (1-2 years)	<ul style="list-style-type: none"> ✓ Sustainable tourism represented in industry-led groups, BRE outreach,

<p>entrepreneurial opportunities</p>	<p>to address workforce and entrepreneurial needs ✓Sustainable tourism champions identified and actively participating in state-level initiatives</p>		<p>entrepreneurial supports and services ✓Sustainable tourism represented in workforce analysis and mapping</p>
---	--	--	--

Government Affairs & Advocacy (Kylie)

Narrative

The Eastern Sierra region would like to see stronger relationships and increased visibility with other leaders in neighbor regions and at state and federal levels where residents do not feel they are valued or heard by those entities. Staff turnover was identified as a contributor to the challenge of building and maintaining strong relationships with key offices.

Community leaders and stakeholder believe that funding sources are available to support the identified needs of the region based on the stakeholder engagement activities, but the region lacks the capacity to seek out, apply for, and successfully secure grant opportunities.

Strategies

- Build capacity within ESCOG and its partners for improved government affairs, prioritizing relationship-building with the key state and federal entities who directly impact the implementation of CEDS strategy recommendations.
 -
- Study the broader economic impact of regional strategy recommendations to garner more support from state and federal government agencies.
- Equip local government partners with knowledge and capacity for procuring and administering federal funding to ensure relevant opportunities can be pursued.

Best Practices

[Local Government Solutions for COVID-19 and Beyond: Grants Management Capacity](#)

This resource guide is part of a set of documents developed by FEMA in response to the disaster recovery challenges state, local, tribal, and territorial (SLTT) governments have faced; however, these solutions are easily applied outside the context of disaster. Here, grants management capacity is addressed with examples of solutions from varying community types, intended to provide guidance and resources.

Familiarization Experiences

Chambers of commerce and economic development organizations have a best practice of familiarization experiences that are embedded into advocacy or business development programs. Advocacy examples include a Day at the Capital or a DC Fly-in where local stakeholders visit the state or national capital with an agenda to meet with specific lawmakers or agencies to promote their region’s priorities on topics like transportation, workforce, etc. Business development programs will often have a familiarization tour for site selection consultants to visit the region and learn more about its assets. State and federal officials and leaders can be invited to the community to experience its assets and needs and create space for local stakeholders to build relationships and discuss top priorities for the region.

Funding Opportunities

Rural Community Development Initiative Grants in California

RCDI grants are awarded to help non-profit housing and community development organizations, low-income rural communities and federally recognized tribes improve housing, community facilities, and community and economic development projects in rural areas.

Community Economic Development

CED grants are awarded to fund initiatives designed to improve the economic self-sufficiency of low-income individuals in communities with high unemployment and poverty rates through sustainable business development and new employment opportunities helping to create resilient communities that address the needs of individuals, families, and children.

Evaluation Framework: Government Affairs & Advocacy			
Goal: Promote stronger government affairs & advocacy efforts			
Partners/Champions: Local elected officials, local government entities, state government agencies, federal agency representatives and regional offices, philanthropic and private funders			
Objectives	Action Items	Timeline	Metrics for Success
Build capacity within ESCOG and its partners for improved government affairs, prioritizing relationship-building with the key state and federal entities who directly impact the implementation of CEDS strategy recommendations.	<ul style="list-style-type: none"> ✓ Map all local, state, and federal government agencies who can directly impact the implementation of CEDS strategy recommendations ✓ Conduct strategic outreach to these government agencies to pinpoint an effective point of contact for conversations and activities related to the CEDS 	Short-term (1-2 years)	<ul style="list-style-type: none"> ✓ Completion of map of target government agencies for collaboration ✓ Number of agencies with base relationship and point of contact established
Study the broader economic impact of regional strategy recommendations to garner more support from state and federal government agencies.	<ul style="list-style-type: none"> ✓ Gather the necessary data to assess the economic impact of the CEDS strategy recommendations and relevant future projects or initiatives ✓ Use impact results to communicate the importance of government agency partnership and support to the implementation of the CEDS to stakeholders, policymakers, and the public 	Long-term (3-5 years)	<ul style="list-style-type: none"> ✓ Number of economic impact assessments completed ✓ Number of presentations, meetings, and communication pieces related to communicating economic impact
Equip local government partners with knowledge and capacity for procuring and administering federal funding to ensure relevant opportunities can be pursued.	<ul style="list-style-type: none"> ✓ Create and maintain database of relevant programs and funding opportunities ✓ Designate individuals or create a cross-agency team specifically responsible for researching, identifying, and pursuing funding opportunities ✓ Establish relationships with other nonprofits, community organizations, and regional entities and collaborate on grant applications with shared expertise and resources ✓ Leverage support and resources available at the state and federal levels to help regions collaborate and access funding 	Medium-term (2-3 years)	<ul style="list-style-type: none"> ✓ Creation of funding opportunities database ✓ Number of funding applications submitted ✓ Number of funding awards ✓ Number of partnerships with MOUs and/or letters of intent to collaborate

Housing Availability & Land Use (Aaron)

Narrative

A vast majority of the land in the Eastern Sierra Region is publicly owned, with significant portions under federal and state management or owned by the City of Los Angeles to provide water to the metro region. Much of the privately-owned land is not located near existing communities and is restricted in potential uses by infrastructure costs or regulation. Working within these parameters significantly limits the options available for additional housing development.

The importance of the tourism industry in certain areas of the region is also impacting housing. In tourism-focused areas, high land cost makes it difficult to develop housing for both year-round and seasonal workers. County and local governments throughout the region might seek partnerships with local employers to meet their shared workforce housing needs.

While the cost of living in the Eastern Sierra Region is relatively lower than in many other areas of the state, the lack of available housing could continue to put the region's economy at risk. Due to limited space, efforts to encourage denser multifamily and mixed-use development may help to limit rising housing costs in the area and provide opportunities for the region's workforce to find suitable housing close to employment centers.

Limited available land also places a high importance on maintaining the quality and integrity of existing structures or determine opportunities for infill redevelopment. Striking a balance between the two will require current conditions assessment and the identification of existing federal and state funding opportunities to make the best use of existing infrastructure while balancing the needs of existing residents and community-members.

Strategies

- Increase available land for private development
- Work to improve housing stock within restrictions on available land
- Expand additional housing options within affordable range for regional workforce

Funding Opportunities

[HUD: Community Development Block Grants](#)

The Community Development Block Grant (CDBG) Program supports community development activities to build stronger and more resilient communities. Activities may address needs such as infrastructure, economic development projects, public facilities installation, community centers, housing rehabilitation, homeowner assistance, etc.

[USDA: Multifamily Programs](#)

Multifamily Housing assists rural property owners through loans, loan guarantees, and grants that enable owners to develop and rehabilitate properties for low-income, elderly, and disabled individuals and families as well as domestic farm laborers. The program works with the owners of its direct and farm labor housing loan properties to subsidize rents for low-income tenants who cannot afford to pay their full rent.

[State of California: Homekey Program](#)

Homekey is an opportunity for state, regional, and local public entities to develop a broad range of housing types, including single-family homes and multifamily apartments and the conversion of commercial properties and other existing buildings to permanent or interim housing.

Evaluation Framework: Housing Availability & Land Use			
Goal: Increase stock and availability of housing units with a focus on affordability for regional workforce			
Partners/Champions: County planning and zoning departments, City of Los Angeles, Federal and State government entities			
Objectives	Action Items	Timeline	Metrics for Success
Increase amount of available land for private development	<ul style="list-style-type: none"> ✓ Explore opportunities to purchase, trade, or lease land from public entities who own or manage land in the region ✓ Identify any parcels in unincorporated areas that are eligible for private purchase and explore opportunities to incentivize private purchase and development of these lands 	Long-term (3-5 years)	<ul style="list-style-type: none"> ✓ Exploration of processes for land trades, purchase, or lease of public lands ✓ Assessment of status of past negotiations and strategic direction for utilization or sale of any procured land
Work to improve housing stock within restrictions on available land	<ul style="list-style-type: none"> ✓ Identify areas with opportunities for infill redevelopment, in both residential or non-residential zones, to take advantage of existing infrastructure and create additional housing where available land is limited ✓ Consider the creation of overlay districts to promote higher density or mixed-use development in nonresidential zones ✓ Pursue federal and state funding programs designed to redevelop, improve, or maintain conditions of existing housing stock 	Short-term (1-2 years)	<ul style="list-style-type: none"> ✓ Complete Housing Needs Assessment and Strategic Plan
Expand additional housing options within affordable range for regional workforce	<ul style="list-style-type: none"> ✓ Identify and potentially incentivize opportunities for workforce (low- and moderate- income) housing near employment centers ✓ Explore opportunities for employers to contribute to or develop housing for year-round and seasonal employees 	Medium-term (2-3 years)	<ul style="list-style-type: none"> ✓ Complete funding scan ✓ Convene business resources group and establish workforce housing working group

APPENDIX (TO BE COMPLETED PRIOR TO SUBMISSION)

Resolution and Other Official Documents

CEDS Steering Committee & Participating Organizations

Verification of the 30-Day Public Comment Period

DRAFT



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

Departments: County Administrative Office

TIME REQUIRED 30 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mary Booher, Interim County
Administrative Officer

SUBJECT Housing Update

AGENDA DESCRIPTION:

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

Presentation by Interim County Administrative Officer providing an update on the work of the Housing Ad Hoc committee.

RECOMMENDED ACTION:

None, informational only. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Mary Booher

PHONE/EMAIL: 760-932-5415 / mbooher@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Housing Ad Hoc Staff Report
<input type="checkbox"/> Housing Tracking Matrix

History

Time	Who	Approval
7/12/2023 12:41 PM	County Counsel	Yes
7/11/2023 3:58 PM	Finance	Yes
7/12/2023 9:24 PM	County Administrative Office	Yes



July 18, 2023

To: Mono County Board of Supervisors

From: Mary Booher, Acting County Administrator

RE: Housing Ad Hoc update

A Thriving Economy Safe and Healthy Communities

Sustainable Public Lands Workforce & Operational Excellence

BOARD OF SUPERVISORS

CHAIR

Rhonda Duggan / District 2

VICE CHAIR

John Peters / District 4

Bob Gardner / District 3

Lynda Salcido / District 5

Jennifer Kreitz / District 1

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Chris Mokracek (Interim)

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL SERVICES

Bryan Bullock

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION TECHNOLOGY

Milan Salva (Interim)

PROBATION

Karin Humiston

PUBLIC HEALTH

Kathy Peterson (Interim)

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

On April 4, 2023 the Board of Supervisors established a Housing Ad Hoc committee, assigning Supervisors Kreitz and Gardner. Since that time, the committee has met 1-2 times/month. Staff will provide an update on the activities of the committee, including requesting direction from the Board to establish a Mortgage Assistance Program.

Background

As the County works to develop several tools in a toolbox to improve access to affordable housing, staff recommends the development of a Mortgage Assistance Program. One of the existing tools is First-time homebuyer assistance, through HOME and CalHOME grant programs, but this is restricted to people with lower average median income (AMI).

If directed, staff will use models from other jurisdictions to develop a Mortgage Assistance Program, and work with Mammoth Lakes Housing/Eastern Sierra Community Housing (MLH/ESCH) to develop program guidelines and an agreement for MLH/ESCH to administer the program.

If the Board directs staff to develop a Mortgage Assistance Program, we will walk the Board through a discussion for direction on a number of program components, including income eligibility for the target population, amount of funding available for each mortgage, geographic eligibility for homes purchased, other eligibility requirements (such as requiring one adult to be employed by a company that has a physical presence in Mono County), and other requirements.

Mono County Housing Opportunities-Project tracking

Category	Recommendation	Priority	staff responsible	status	Date of update	
Staffing and Partnerships	Rehire housing coordinator position	high	CAO/HR	First round interviews are being scheduled	7/18/2023	
Staffing and Partnerships	Enter into a contract with Mammoth Lakes Housing/Eastern Sierra Community Housing to pursue projects in the County		CAO	Staff has reviewed all the existing contracts with MLH and is in the process of developing a Scope of Work.	7/18/2023	
Staffing and Partnerships	Housing authority changes, (1) create a JPA housing authority with the Town, Bishop, Inyo and Alpine Counties, or (2) force the Stanislaus County Housing Authority to place-base Housing Choice Vouchers		CAO	Staff has met with Inyo and Alpine Counties. The Ferguson Group has also participated and is working with HUD to help us understand the requirements of a local Housing Authority to manage the vouchers, and what the process would be to bring the vouchers back from Stanislaus County.	7/18/2023	
Staffing and Partnerships	Support workforce and supportive housing development in Mammoth Lakes		CAO/Board	The Board has supported several projects in Mammoth Lakes	4/18/2023	
Staffing and Partnerships	The Bridgeport Indian Colony lost housing in the Mountain View Fire pursue a partnership with the Tribe as they plan for rebuilding		CAO	Staff has met with leadership from the Lone Pine tribe. They are awaiting insurance and litigation proceeds, and then will consider re-building. They may also consider selling. They were notified that the County would be interested should they choose to sell.	7/18/2023	
County-owned and Surplus land	Subdivide community center site in Lee Vining		CAO	RFQ has been released to identify a Housing Development consultant to assist with moving this forward. Proposals are due 7/22/2023	7/18/2023	
County-owned and Surplus land	Work with Mammoth Unified School District in Crowley to determine if all of their land is needed		CAO	Site would need to be evaluated for feasibility for housing		Reach out to MUSD, to see if they are interested.
County-owned and Surplus land	Support Forest Service housing and get a commitment to build additional workforce units		CAO/Board	Board members have met with our Federal delegation	4/18/2023	Need funding for water pipes, need legislation to specifically support workforce housing on FS property

				CAO and Supervisor Peters met with the HTF Forest Supervisor on this issue. We will continue to look for funding opportunities.	7/18/2023	Set meeting with INF
County-owned and Surplus land	Repurpose the manufactured house which is being used as a youth center to housing		CAO	This building currently houses the Visitors Center and is not a suitable housing location	4/18/2023	
County-owned and Surplus land	Consider relocating the Economic Development Office and repurposing the building to housing		CAO	This is the old hospital/Social Services building and in not suitable for workforce housing.	4/18/2023	
				Should the County choose to engage in space planning for Bridgeport, staff could ask that this be considered for demolition, if the office space is not needed.	4/18/2023	
County-owned and Surplus land	Pursue land swaps with Forest Service and LADWP		Board/CAO	This is a long-term process, and is always an available option.	4/18/2023	
County-owned and Surplus land	The Marine Mountain Warfare Center has a site that could be used for housing.		CAO	Bridgeport Forest Service Compound	4/18/2023	
				Both base and Marine housing locations don't have public water and sewer infrastructure.	4/18/2023	
Projects	Promote ADU development		CAO/CDD			Supportive housing project on County-owned land at PW yard in Walker, project is no longer happening. Add as additional property location.
Projects	A 4-plex is available for sale in Bridgeport		CAO	Board Ad Hoc does not recommend pursuing this property at this time, as it would not increase inventory.	7/18/2023	
Projects	The owner of a short-term rental property in Bridgeport with a total of 5 units would consider selling.		CAO	Appraisal is in process	7/18/2023	
Projects	There is also a property in Bridgeport that burned where the property could be redeveloped at 4 units.		CAO	Appraisal is in process	7/18/2023	

Projects	There is a 20 unit motel in Bridgeport that could be purchased and converted		CAO	Would require Board policy discussion about converting traditional short-term rentals into permanent housing	7/18/2023	
Projects	Work with developer trying to develop 12 unit development		CAO	County has been in discussions with developer.	7/18/2023	
Projects	There is a mobile home park in Antelope Valley that may need support to remain affordable		CAO	Sierra Retreat, Walker MH Park, Sierra East	4/18/2023	
Projects	Explore ways that the County can assist in rebuilding homes lost in the Mountain View Fire—folks living in FEMA trailers and some single-wide mobile homes		CAO	25 permits issued, 9 finalized, most residents are waiting for completion of litigation.	7/18/2023	
Projects	Pursue state funding for affordable and workforce housing development and rehabilitation.		CAO	Need the Housing Position/possible coordination with MLH	4/18/2023	
Financing	Develop a policy for providing both long and short term investments in workforce housing.		CAO/Housing	Possible direction to staff to develop mortgage assistance program for residents who also work in Mono County.	7/18/2023	
Financing	Financial support for ADU development		CAO/Housing	Need the Housing Position/possible coordination with MLH		
Financing	Acquire property that is listed for sale—provide acquisition financing		CAO	Is being included as part of Scope of Work in MLH/ESCH contract	7/18/2023	
Financing	Develop policy to provide long term support for workforce housing development					
Financing	Policy for acquiring property to use as housing for County staff			Can be part of various other projects	7/18/2023	
Zoning	Change single family zoning to two units per parcel		CAO/CDD			
Zoning	Incentivize the development of ADU's		CAO/CDD			
Zoning	Use of mobile homes as ADUs		CAO/CDD			
Zoning	Use of RVs as ADUs		CAO/CDD	CDD staff is currently working on a project that will allow the use of RV's as residences in certain circumstances	4/18/2023	
Zoning	Density bonus expand beyond state requirements		CAO/CDD			
Zoning	Workforce housing with commercial development—support seasonal workforce housing development		CAO/CDD			

Exactions	Housing Mitigation Ordinance updates		CAO/CDD			Workshop to Board, JK didn't support current objectives, need Stan or someone some direction. Analysis of current ordinance.
Exactions	Policy for developer mandates and additional county investment to achieve deeper affordability		CAO/CDD	Need samples of policies in other jurisdictions		
Exactions	Review and update In Lieu fees for new development		CAO/CDD			RD-absolutely, actual units are worth more than in-lieu fees, pairs with mitigation ordinance
Exactions	Discourage vacant properties, or provide incentives to encourage new uses		CAO/CDD	Need samples of policies in other jurisdictions		
Exactions	Use friendly condemnation as a vehicle to encourage sale of vacant property		CAO/CDD	Need samples of policies in other jurisdictions		
Exactions	Rent control for mobile home parks	medium-for HOM	CAO			Analysis of existing MHP, Lots of models to look at, get samples from other jurisdictions, can have carve-out for owner-owned parks, state legislation in this area.
Other County work	Extending the nightly rental moratorium to include multi-family residential units		CDD	CDD staff is currently working on this		Looks different in parts of county, more surgical approach
Other County work	Analyzing our current nightly rental policies to assist the Board in determining whether changes are needed		CDD	CDD staff is currently working on this		
Projects	When 2nd homeowners place their homes on the market, purchase and convert to affordable units					

	Rent-Assistance					Understand what is really available
	build 2 workforce, you can have 1 STR			Pairs with discussion of density bonus		BG proposal



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

Departments: County Administrative Office

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mary Booher, Interim County
Administrative Officer

SUBJECT Request from National Park Service

AGENDA DESCRIPTION:

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

Presentation by Interim County Administrative Officer regarding request for assistance from the National Park Service, in support of opening Tioga Pass.

RECOMMENDED ACTION:

Direct staff to provide requested assistance to the National Park Service by either 1) entering into a contract or amending an existing contract for septic pumping services, or 2) enter into an agreement to provide financial support to the National Park Service for the expansion of septic pumping services, for an amount not to exceed \$50,000. Provide any desired direction to staff.

FISCAL IMPACT:

If approved by the Board, staff will include funding from the Local Assistance Fund in the recommended budget.

CONTACT NAME: Mary Booher

PHONE/EMAIL: 760-932-5415 / mbooher@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
NPS Request staff report
NPS Request

History

Time

Who

Approval

7/13/2023 9:12 AM	County Counsel	Yes
7/13/2023 8:43 AM	Finance	Yes
7/13/2023 10:20 AM	County Administrative Office	Yes



July 18, 2023

To: Mono County Board of Supervisors

From: Mary Booher, Interim County Administrative Officer

RE: Consideration of request from the National Park Service

BOARD OF SUPERVISORS

CHAIR

Rhonda Duggan / District 2

VICE CHAIR

John Peters / District 4

Bob Gardner / District 3

Lynda Salcido / District 5

Jennifer Kreitz / District 1

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Chris Mokracek (Interim)

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL SERVICES

Bryan Bullock

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION TECHNOLOGY

Milan Salva (Interim)

PROBATION

Karin Humiston

PUBLIC HEALTH

Kathy Peterson (Interim)

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

Strategic Plan Focus Areas Met

A Thriving Economy Safe and Healthy Communities

Sustainable Public Lands Workforce & Operational Excellence

During ongoing discussions between the National Park Service and Supervisor Gardner regarding the opening of Tioga Pass, the National Park Service has requested financial support from the County. The winter storms have caused substantial damage to facilities within the park, including damage to the sewage treatment facilities, rendering them inoperable at the time. In order to open Tioga Pass in a safe manner, the Park Service is looking at pumping of the vault toilets on a weekly basis. They estimate that the need is \$320,000 and they have half this amount available to accomplish this. They have request assistance from Mono County for the gap of \$160,000. Attached is a list of all of the locations and the proposed pumping schedule. This request has also been shared with Tuolumne and Mariposa Counties.

Should the Board approve assistance, it could be provided in one of 2 ways, either through contracting for the services directly or the County could enter into a cost share agreement with the National Park Service. Contracting for the services directly would be the most expedient but would require additional County resources to either amend and existing contract or establish a new contract, assuming there is a provider available to provide these services.

Background

Tioga Pass is a critical route to bring tourists to Mono County during the summer months, and Mono County has consistently worked to partner with the Park Service to get the pass open as early as possible each year. Since April, County staff has been working through The Ferguson Group (TFG) and Representative Kiley's office, encouraging the Park Service to plan ahead for these contingencies, even prior to snow removal, to facilitate opening of Tioga Pass as soon as possible. Despite these efforts, we have just received this request from the Park Service and request the Board's consideration in a timely manner.

Location	Structures
VAULTS	
Tioga Pass Entrance Station	1
Mono Pass Parking	1
Lembert Dome	1
Parsons Lodge	1
Teneya Lake East	1
Teneya Lake West	1
Murphy's Creek	1
Sunrise Trail Head	1
Ten Lakes Parking Area	1
Yosemite Creek Picnic Area	1
May Lake	1
Porcupine Creek Trail Head	1
Tuolumne Meadows Water Treatment Plant	1
Yosemite Creek Campground	6
Porcupine Creek Campground	6
Tamarack Flat Campground	5
Tuolumne Grove Parking Area	1
TOTAL	31

Location	Structures
SEPTIC TANKS	
Tuolumne Meadows Road Camp	1
Tuolumne Meadows Ranger Camp	1
Tuolumne Meadows Ranger Camp Septic	1
TOTAL	5

Vaults	Maximum Gallons/Vault	Total Gallons by Location
2	600	1200
1	400	400
3	400	1200
1	500	50
4	400	1600
2	400	800
1	400	400
1	400	400
2	400	800
1	400	400
2	400	800
1	400	400
1	50	50
7	300	2100
9	300	2700
9	300	2700
4	300	1200
51	6,350	17,200

Vaults	Maximum Gallons/Septic	Total Gallons by Location
1	50	50
1	50	50
1	1500	1500
5	1,600	1,600

Frequency	July through October
Once per week	16 Weeks
Once per week	16 Weeks
Once per week	16 Weeks
Bi-Weekly	8 Weeks
Once per week	16 Weeks
Once per week	16 Weeks
Bi-Weekly	8 Weeks
Once per week	16 Weeks
Once per week	16 Weeks
Once per week	16 Weeks
Bi-Weekly	8 Weeks
Once per week	16 Weeks
Bi-Weekly	8 Weeks
Bi-Weekly	8 Weeks
Bi-Weekly	8 Weeks
Bi-Weekly	8 Weeks
Once per week	16 Weeks

Frequency	
Once per week	8 Weeks
Once per week	8 Weeks
Bi-Weekly	16 Weeks



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
7/10/2023 11:04 PM	County Counsel	Yes
6/22/2023 1:47 PM	Finance	Yes
7/12/2023 7:21 AM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

TIME REQUIRED

SUBJECT Closed Session – Real Property
Negotiation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 34 Kirkwood Street, Bridgeport, CA. County Negotiator: Mary Booher. Negotiating Parties: Brianna Brown and Mono County. Under Negotiation: Price, terms, and conditions.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
7/12/2023 12:37 PM	County Counsel	Yes
7/12/2023 10:55 AM	Finance	Yes
7/12/2023 9:23 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

TIME REQUIRED

SUBJECT Closed Session – Real Property
Negotiation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 264 Highway 182, Bridgeport, CA. County Negotiator: Mary Booher. Negotiating Parties: Garth Moore and County of Mono. Under Negotiation: Price, terms, and conditions.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
7/12/2023 12:38 PM	County Counsel	Yes
7/12/2023 10:55 AM	Finance	Yes
7/12/2023 9:23 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *Mono v. KR Property et al.* Mono County Superior Court case number: CV200081.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
7/11/2023 4:24 PM	County Counsel	Yes
6/22/2023 1:47 PM	Finance	Yes
7/12/2023 7:20 AM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *County of Mono, et al v. Liberty Utilities, LLC, et al., Case No: 2:21-cv-00834-DAD-KJN, U.S. District Court for the Eastern District of California.*

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
7/12/2023 1:55 PM	County Counsel	Yes
7/6/2023 2:48 PM	Finance	Yes
7/12/2023 8:06 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

TIME REQUIRED

SUBJECT Closed Session - Public Employee
Evaluation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
7/10/2023 11:04 PM	County Counsel	Yes
6/22/2023 1:47 PM	Finance	Yes
7/12/2023 7:21 AM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

Departments: Elections

TIME REQUIRED 10 minutes

SUBJECT Request to Hold Special Election
November 7, 2023

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mary Booher, Interim County
Administrative Officer; Queenie
Barnard, Interim Clerk-Recorder-
Registrar

AGENDA DESCRIPTION:

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

The Tri-Valley Groundwater Management District (TVGMD) has called for a Special Election to fill a vacant seat on the Board of Directors and requests Mono County hold the election at the next scheduled election (November 7, 2023) and waive any fees to conduct said election. This item is being brought forward pursuant to Elections Code section 10002 to provide authorization from the Mono County Board of Supervisors allowing the Mono County Registrar of Voters to conduct said election.

RECOMMENDED ACTION:

1) Authorize the Mono County Registrar of Voters to conduct a Special Election on November 7, 2023, for the Tri-Valley Groundwater Management District to fill a vacant seat on the Board of Directors; and 2) Waive the fees for conducting the Special Election as an "all-mail" ballot election and bill Tri-Valley Groundwater Management District for any additional services not required for an "all-mail" ballot election.

FISCAL IMPACT:

Approximately \$36,000, of which 80% is Personnel Expenses and included in the Elections budget for FY 2023-24.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 7609325534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
TVGMD Resolution 23-05
TVGMD Resolution 23-05a

History

Time	Who	Approval
7/12/2023 12:33 PM	County Counsel	Yes
7/12/2023 10:56 AM	Finance	Yes
7/13/2023 7:46 AM	County Administrative Office	Yes



C L E R K – R E C O R D E R – R E G I S T R A R
C O U N T Y O F M O N O

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

Queenie Barnard
Interim Clerk-Recorder-Registrar

Date: July 18, 2023

To: Board of Supervisors

From: Queenie Barnard, Interim Clerk-Recorder-Registrar

Re: Request to Hold Special Election November 7, 2023

Background

The Tri-Valley Groundwater Management District (TVGMD) is a Groundwater Sustainability Agency that meets regularly to discuss and make determinations of possible actions regarding groundwater issues in the communities of Benton, Hammil Valley, and Chalfant Valley.

There exists a vacancy on the TVGMD Board of Directors for more than 60 days and pursuant to Government Code Section 1780, TVGMD may submit the vacancy to the voters to take place at the next scheduled election conducted by Mono County.

Tri-Valley Groundwater Management District has called for a Special Election to fill a vacant seat on the Board of Directors and requests Mono County hold an “all-mail” ballot election at the next scheduled election (November 7, 2023) and waive any fees to conduct said election. This item is being brought forward pursuant to Elections Code Section 10002 to provide authorization from the Mono County Board of Supervisors allowing the Mono County Registrar of Voters to conduct said election.

The cost to conduct said Special Election on November 7, 2023 as an “all-mail” ballot election is approximately \$36,000, of which 80% is Personnel Expenses and included in the Elections budget for FY 2023-24. Any additional services not required for an “all-mail” ballot election (e.g. polling location at Chalfant Community Center, drop box use at Chalfant Community Center) will be billed to Tri-Valley Groundwater Management District.

Attachments:

1. TVGMD Resolution adopted May 17, 2023
2. TVGMD Resolution adopted July 12, 2023

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

Resolution 23-05

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRI-VALLEY
GROUNDWATER MANAGEMENT DISTRICT CALLING AN ELECTION
TO FILL A VACANT SEAT ON THE BOARD OF DIRECTORS, AND A
REQUEST TO MONO COUNTY TO HOLD SUCH ELECTION AT THEIR
NEXT SCHEDULED ELECTION**

WHEREAS, the Tri-Valley Groundwater Management District is a Groundwater Sustainability Agency as established by the Sustainable Groundwater Management Act; and

WHEREAS, there exists a vacancy on the Board of Directors of the Tri-Valley Groundwater Management District; and

WHEREAS, the procedure for filling a vacant seat on the Board of Directors of the Tri-Valley Groundwater Management District is governed by Government Code Section 1780; and

WHEREAS, Government Code Section 1780 provides that the Board of Directors of the Tri-Valley Groundwater Management District may appoint a person to serve the remainder of the term created by the vacancy, and in the event they do not do so within 60 days of the vacancy, the vacancy shall be presented to the voters within the district; and

WHEREAS, more than 60 days have elapsed since the vacancy and the Board of Directors of the Tri-Valley Groundwater Management district submit the vacancy to the voters to take place at the next scheduled election conducted by Mono County.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Tri-Valley Groundwater Management District does hereby declare the vacancy on the Board of Directors and submits the matter to qualified voters to fill the vacancy for a Director that is:

- a) A member that is a resident of the district who is an owner of record of real property located within the district, elected at large;

at the next scheduled election that is at least 130 days after the date of this resolution., as follows.

SECTION ONE: The Chair of the Board of Directors is hereby authorized and directed to take any and all actions necessary under law to prepare for and appropriate all monies necessary for the Elections Office of Mono County to prepare and conduct the election in a manner consistent with state and local laws.

SECTION TWO: The Tri-Valley Groundwater Management District hereby

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

requests Mono County to hold the election at their next scheduled election that is at least 130 days after the date of this resolution, and further respectfully requests that any fees for such election be waived.

PASSED, APPROVED and ADOPTED this 17th day of May, 2023,
by the following vote, to wit:

AYES: 5

NOES: 1

ABSENT: 0

ABSTAIN: 0

Carol Ann Mitchell

Carol Ann Mitchell, Chair
Tri-Valley Groundwater
Management District Board of
Directors

ATTEST:

APPROVED AS TO FORM:

Seri Bassett

Secretary of the Board

[Signature]

Agency Counsel

RESOLUTION 23-05A

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRI-VALLEY
GROUNDWATER MANAGEMENT DISTRICT DIRECTING THE TYPE OF
ELECTION SOUGHT IN RESOLUTION 23-05**

WHEREAS, the Tri-Valley Groundwater Management District is a Groundwater Sustainability Agency as established by the Sustainable Groundwater Management Act; and

WHEREAS, there exists a vacancy on the Board of Directors of the Tri-Valley Groundwater Management District; and

WHEREAS, the procedure for filling a vacant seat on the Board of Directors of the Tri-Valley Groundwater Management District is governed by Government Code Section 1780; and

WHEREAS, Government Code Section 1780 provides that the Board of Directors of the Tri-Valley Groundwater Management District may appoint a person to serve the remainder of the term created by the vacancy, and in the event they do not do so within 60 days of the vacancy, the vacancy shall be presented to the voters within the district; and

WHEREAS, more than 60 days have elapsed since the vacancy and the Board of Directors of the Tri-Valley Groundwater Management district submit the vacancy to the voters to take place at the next scheduled election conducted by Mono County; and

WHEREAS, on May 17, 2023, the Board of Directors approved a Resolution calling for the election and sending the matter to the County of Mono, along with a request for a waiver of fees; and

WHEREAS, a final determination needs to be made by the Board of Directors as to whether the election is conducted as an election with in person voting options, or voting by mail only, with considerations of costs and access paramount.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Tri-Valley Groundwater Management District does hereby declare the vacancy on the Board of Directors and submits the matter to qualified voters to fill the vacancy for a Director that is a member that is a resident of the district who is an owner of record of real property located within the district, elected at large, at the next scheduled election as provided in Resolution 23-05.

SECTION ONE: The Chair of the Board of Directors is hereby authorized and directed to conduct the election in a manner consistent with state and local laws, including allowing for the election to be held by mail in ballot only.

1 **SECTION TWO:** This election shall be an “all-mail” election.

2
3 **PASSED, APPROVED and ADOPTED** this 12th day of July, 2023,
4 by the following vote, to wit:

5 **AYES:**

6 **NOES:**

7 **ABSENT:**

8 **ABSTAIN:**

9
10
11 

12 Carol Ann Mitchell, Chair
13 Tri-Valley Groundwater
14 Management District Board of
Directors

15
16 **ATTEST:**

APPROVED AS TO FORM:

17
18 
19 Secretary of the Board

20 
21 Agency Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

Departments: Elections

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Queenie Barnard, Interim Clerk-Recorder-Registrar

SUBJECT Resolution Authorizing Certain Expenditures Relating to Election Day Workers and Designating the Amount of Compensation to be Paid

AGENDA DESCRIPTION:

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

Proposed resolution authorizing certain expenditures relating to election day workers (i.e., poll workers, inspectors, and coordinators) and designating the amount of compensation to be paid to election day workers.

RECOMMENDED ACTION:

Adopt proposed resolution authorizing certain expenditures relating to election day workers and designating the amount of compensation to be paid to election day workers.

FISCAL IMPACT:

Approximately \$4,000 per county-wide election, which is included in the Elections budget for FY 2023-24.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 7609325534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution

History

Time	Who	Approval
7/12/2023 4:46 PM	County Counsel	Yes

7/11/2023 11:12 AM

Finance

Yes

7/12/2023 8:14 PM

County Administrative Office

Yes



**CLERK – RECORDER – REGISTRAR
COUNTY OF MONO**

**P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531**

*Queenie Barnard
Interim Clerk-Recorder-Registrar*

Date: July 18, 2023

To: Board of Supervisors

From: Queenie Barnard, Interim Clerk-Recorder-Registrar

Re: Resolution Authorizing Certain Expenditures Relating to Election Day Workers (Poll Workers) and Designating the Amount of Compensation to be Paid

Background

County elections are labor-intensive events whose success depends largely on the willingness of civic-minded individuals to serve as election day workers. Unlike obligatory civic services that citizens may perform, such as serving on a jury, no one is required to serve as an election day worker, so that the Elections Official must actively recruit and retain election day workers, and has usually found it difficult to recruit enough election day workers, especially from within Mono County.

In most counties, election day workers are paid a fixed, nominal stipend at a per diem rate, but that practice does not fit the unique circumstances of Mono County because: (1) the County's small permanent population makes it difficult to recruit an adequate number of workers to staff elections, especially in the County's most remote precincts, so that in the opinion of the Elections Official, nominal compensation is inadequate; and (2) paying all election day workers the same rate regardless of the number of hours worked, or not paying them unless they are available the entire day, is inconsistent with the reality that many working people in Mono County are interested in helping to staff elections but are not available to serve the entire day on election days.

Stipend amounts for election day workers have not been updated by the Board of Supervisors since 2011, and the current policy on remuneration for election day workers does not include travel expenses, even though election day workers may travel long distances to serve where most needed within Mono County and sometimes even travel from outside the County.



R23-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING CERTAIN EXPENDITURES RELATING TO ELECTION DAY
WORKERS AND DESIGNATING THE AMOUNT OF COMPENSATION TO BE PAID
TO ELECTION DAY WORKERS**

WHEREAS, county elections are labor-intensive events whose success depends largely on the willingness of civic-minded individuals to serve as precinct board members (i.e. poll workers, inspectors, and coordinators), herein referred to as “election day workers”; and

WHEREAS, pursuant to Elections Code Section 12310, each election day worker assisting in elections conducted by the County’s Elections Official (i.e., the County Registrar of Voters) should receive compensation in an amount set by the Board of Supervisors; and

WHEREAS, in addition to assisting on election days, election day workers must attend training sessions, for which they may receive compensation; and

WHEREAS, unlike obligatory civic services that citizens may perform, such as serving on a jury, no one is required to serve as an election day worker, so that the Elections Official must actively recruit and retain election day workers, and has usually found it difficult to recruit enough election day workers, especially from within Mono County; and

WHEREAS, in most counties, election day workers are paid a fixed, nominal stipend at a per diem rate, but that practice does not fit the unique circumstances of Mono County because: (1) the County’s small permanent population makes it difficult to recruit an adequate number of workers to staff elections, especially in the County’s most remote precincts, so that in the opinion of the Elections Official, nominal compensation is inadequate; and (2) paying all election day workers the same rate regardless of the number of hours worked, or not paying them unless they are available the entire day, is inconsistent with the reality that many working people in Mono County are interested in helping to staff elections but are not available to serve the entire day on election days; and

WHEREAS, stipend amounts for election day workers have not been updated by the Board of Supervisors since 2011, and the current policy on remuneration for election day workers does not include travel expenses, even though election day workers may travel long distances to serve where most needed within Mono County and sometimes even travel from outside the County; and

1 **WHEREAS**, the Elections Official recommends pegging election day worker
2 remuneration to minimum wage because minimum wage is more than nominal, and because the
3 use of minimum wage will ensure that election day worker remuneration is automatically
4 updated from time to time as the minimum wage increases; and

5 **WHEREAS**, the Elections Official has proposed certain modest expenditures of public
6 funds as incentives for the recruitment and retention of election day workers and to promote
7 morale, including providing meals and other refreshments during training events or on election
8 days, and issuing certificates of appreciation, pins, and other forms of recognition; and

9 **WHEREAS**, the Finance Director has proposed certain procedures to streamline and
10 facilitate payment of election day workers; and

11 **WHEREAS**, the Board finds and determines that staff’s proposals are reasonable, will
12 assist in the recruitment and retention of election day workers, and are in the public interest;

13 **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS**
14 **OF THE COUNTY OF MONO THAT:**

15 **SECTION ONE:** The Elections Official or designee is hereby authorized (but not
16 required) to spend County funds for the provision of meals and/or refreshments for election day
17 workers at training events and/or on election days, certificates of appreciation, and tokens of
18 recognition motivating and recognizing election day worker service. The Elections Official
19 may spend up to the maximum amount per election appropriated for these purposes, inclusive of
20 any discretionary funding appropriated by the Board of Supervisors and grant funds made
21 available from the State or other sources.

22 **SECTION TWO:** Election day workers shall be paid a stipend for attending trainings
23 and for service on election days. Such pay shall be at the then-current rate of pay set forth in the
24 California Industrial Welfare Commission’s General Minimum Wage Order. For reference
25 purposes, as of January 1, 2023, this amount was \$15.50 per hour. Election day coordinators,
26 who are expected to serve the entire day on election day, shall receive an additional per diem
27 stipend of \$100, and precinct inspectors shall receive an additional per diem stipend of \$50. An
28 election day worker who is not otherwise employed by the County during the applicable
calendar year shall not be paid more in the calendar year than, and shall not be qualified to work
a number of hours that would qualify the worker for compensation that would exceed, the then-
current threshold set forth in 26 U.S.C. § 3121(b)(7)(F)(iv), (u)(2)(B)(ii)(V), as the same may
be renumbered or amended from time to time. Payment to an election day worker shall be
reported to the Internal Revenue Service on form W-2 if total compensation to the worker in a
calendar year exceeds the amount set forth in 26 U.S.C.
§ 6041(a), as the same may be renumbered or amended from time to time. To be paid, election
day workers shall be required to track and report hours using a County-approved timekeeping
system, as determined by the Finance Director.

1 **SECTION THREE:** Election day workers may claim compensation for travel to and
2 from training locations and assigned polling places at the Internal Revenue Service’s standard
3 milage rate for transportation and travel expenses, which for reference purposes is 65.5-cents
4 per mile in 2023. Compensation shall be calculated based upon the distance between an
5 election day worker’s home and, as applicable, the training location or the polling place to
6 which she/he/they is/are assigned. If an election day worker is assigned to more than one
7 polling place throughout the day, compensation for travel between polling places shall also be
8 available. Proof of milage must accompany a claim, which ordinarily would include a printout
9 from a reputable online mapping tool identifying vehicle miles traveled between locations.
10 Election day workers who travel other than by personal vehicle may be compensated for the
actual cost of travel, up to the maximum amount that would have been allowable if
compensated at the standard milage rate for a personal vehicle; provided that if actual costs
incurred exceed this maximum amount, the election day worker may be paid up to actual costs
if the Finance Director or designee determines that special circumstances warrant exceeding the
standard milage rate and that there are adequate discretionary funds budgeted to cover the
election day worker’s actual costs.

11 **SECTION FOUR:** Some election day workers travel from outside Mono County for
12 training and to assist on election days. If an election day worker travels from outside Mono
13 County, then unless the total distance traveled is less than 50 miles from the election day
14 worker’s home to the training location or designated polling place, the election day worker may
15 claim, and the Elections Official may approve reimbursement of, meal and lodging expenses.
16 Meals may be reimbursed at the then current U.S. General Services Administration rate for
17 Sacramento. Receipts need not be provided, but ordinarily election day workers shall not be
18 reimbursed for any meal for which food was provided pursuant to Section One above, unless the
19 election day worker certifies in writing that dietary restrictions prevented the worker from
20 consuming the food provided. Lodging shall be reimbursed at actual cost not to exceed \$230
per night, unless the Finance Director or designee determines that special circumstances warrant
exceeding this maximum amount and that there are adequate discretionary funds budgeted to
cover the election day worker’s actual costs. Lodging may be reimbursed for one night to
attend a training session and for not more than two nights for service on an election day.

21 **SECTION FIVE:** Not more often than once every four years, the Elections Official
22 may increase the election day coordinator and precinct inspector stipends set forth in Section
23 Two, and any specific dollar amount stated in Section Four, without further approval from the
24 Board, by an amount equal to the increase over the past 48 months in the Consumer Price Index
25 for all Urban Consumers (West Region Average), as determined by the U.S. Department of
Labor. Provided that the result shall not be less than the previously determined amount,
amounts determined according to this Section shall be rounded down to the nearest 50-cents in
the case of amounts less than \$20, and amounts so determined in excess of \$20 shall be rounded
down to the nearest \$5.

26 **SECTION FIVE:** This Resolution shall supersede R11-89 in its entirety.
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PASSED, APPROVED and ADOPTED this 18th day July, 2023, by the following vote,
to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rhonda Duggan, Chair
Mono County Board of Supervisors

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2023

Departments: County Administrative Office

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mary Booher, Interim County
Administrative Officer

SUBJECT Request for Waiver of Costs of
Appeal - Adriani

AGENDA DESCRIPTION:

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

Request of Alisa Adriani for Board waiver of costs associated with her appeal of the Planning Commission's approval of Use Permit # 23-001, approving an accessory structure in excess of 20 feet in height pursuant to Mono County General Plan section 04.110B.

RECOMMENDED ACTION:

Consider request for waiver of costs and either grant or deny the request. Note that to grant the request the Board must state the public benefit resulting from the waiver.

FISCAL IMPACT:

Approval of this item will reduce General Fund revenue by \$1,169.75.

CONTACT NAME: Stacey Simon

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Adriani Waiver staff report
Analysis of request
Request for Appeal

History

Time

Who

Approval

7/12/2023 5:21 PM	County Counsel	Yes
7/11/2023 4:48 PM	Finance	Yes
7/12/2023 8:07 PM	County Administrative Office	Yes



July 18, 2023

To: Mono County Board of Supervisors

From: Mary Booher, Interim County Administrative Officer

RE: Request for Waiver of Costs of Appeal-Adriani

BOARD OF SUPERVISORS

CHAIR
Rhonda Duggan / District 2

VICE CHAIR
John Peters / District 4
Bob Gardner / District 3
Lynda Salcido / District 5
Jennifer Kreitz / District 1

COUNTY DEPARTMENTS

- ASSESSOR
Hon. Barry Beck
- DISTRICT ATTORNEY
Hon. David Anderson
- SHERIFF / CORONER
Hon. Ingrid Braun
- ANIMAL SERVICES
Chris Mokracek (Interim)
- BEHAVIORAL HEALTH
Robin Roberts
- COMMUNITY DEVELOPMENT
Wendy Sugimura
- COUNTY CLERK-RECORDER
Scheereen Dedman
- COUNTY COUNSEL
Stacey Simon, Esq.
- ECONOMIC DEVELOPMENT
Jeff Simpson
- EMERGENCY MEDICAL SERVICES
Bryan Bullock
- FINANCE
Janet Dutcher
CPA, CGFM, MPA
- INFORMATION TECHNOLOGY
Milan Salva (Interim)
- PROBATION
Karin Humiston
- PUBLIC HEALTH
Kathy Peterson (Interim)
- PUBLIC WORKS
Paul Roten
- SOCIAL SERVICES
Kathy Peterson

Strategic Plan Focus Areas Met

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

On June 13, 2023 Alisa Adriani submitted a request for a fee waiver related to her appeal of the approval of a use permit for an accessory structure taller than 20 feet in Swall Meadows. Staff does not have the authority to grant such a waiver, and therefore we are submitting the request to the Board.

Legal parameters for Board’s decision on the request:

The Board has discretion to waive the costs of an appeal (or any costs or fees) if there is a public purpose for doing so. If there is no public purpose, then a waiver would be considered an illegal gift of public funds, which is prohibited by the California Constitution.

The Board need not agree with any of Adriani’s assertions or find them to be accurate in order to grant a waiver, but it must determine that there is a public purpose to be served by waiving the fees.

Background:

On June 13, 2023, a written request for fee waiver was submitted to the Board by Swall Meadows resident Alisa Adriani (“Adriani”) related to costs charged to her for her appeal of a land use approval by the Mono County Planning Commission. The appeal concerned an accessory structure to be located adjacent to Adriani’s property (the “Structure”) and was heard by the Board of Supervisors on April 4, 2023. The Board of Supervisors upheld the Planning Commission’s determination. The County’s cost to process the appeal (and thus, the amount billed to Adriani) is \$1,169.75. A bill for those costs was sent to Adriani, resulting in her making a request for a fee waiver.

County Counsel
Stacey Simon

Assistant County Counsel
Christopher L. Beck

Deputy County Counsel
Emily R. Fox

OFFICE OF THE
COUNTY COUNSEL

Mono County

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

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Mary Booher, Interim County Administrative Officer

From: Stacey Simon, Mono County Counsel

Re: Factual and legal analysis of June 13, 2023, request for fee waiver - Adriani

You have asked me to provide verified factual information and a legal analysis regarding statements contained in a June 13, 2023, request from Alisa Adriani (“Ms. Adriani”) for a waiver of costs associated with the appeal filed by her and heard by the Board of Supervisors on April 4, 2023. Ms. Adriani’s appeal concerned the February 16, 2023, Planning Commission approval of a use permit for an accessory structure taller than 20 feet on property adjacent to property owned by Ms. Adriani in Swall Meadows.

The statements made in Ms. Adriani’s June 13th letter are paraphrased and summarized below (in **bold section headings**). Below each heading is information from the record of the proceedings (“Record”) (i.e., transcript, staff reports, video, etc.) which pertains to each statement. Note that this memo is not intended to be attorney-client privileged and I understand that you may utilize it as an attachment to the Board of Supervisors agenda item at which Ms. Adriani’s request for a waiver of appeal costs is considered.

1. Summary of assertion in request for fee waiver: Community Development Department staff sought to cover up a mistake they had made by recommending that the Planning Commission approve a use permit for an accessory structure in excess of 20 feet in height.

Applicable law: Section 04.110.B of the Mono County General Plan requires staff-level review and approval (called “Director Review”) prior to permitting an accessory structure which exceeds 20 feet in height. *“Accessory buildings in any residential designation shall be limited to a maximum height of 20 feet except as may be permitted by the Director.”* However, an explanatory table in the General Plan states that a use permit, rather than staff-level approval, is required for accessory structures over 20 feet in height: *“Building Height Requirements. Accessory buildings – Maximum height of 20’ (15’ in the MFR-L), except as may be permitted by use permit.”*

From the Record of Proceedings: There was no evidence in the Record that staff sought to cover up a mistake. To the contrary, staff acknowledged that an error had been made in the written staff report to the Planning Commission (Staff Report, page 2), on a PowerPoint presented to the

Planning Commission at the February 16th hearing (PowerPoint, slide 4) and also orally at the hearing: “an error was made in issuing the building permit without this use permit. and so that error was communicated to the applicants and the, and we consulted with County Counsel, and advised the applicants to apply for a use permit application to correct the situation.” (See video recording of February 16, 2023, Planning Commission hearing at timestamp 01:15:57 -01:16:19, hereafter “Commission Recording”.)

Conclusion: The Record does not support the assertion that staff sought to cover up a mistake, but instead demonstrates transparency by staff. While they could have addressed the error through an internal Director Review approval under General Plan Section 04.110.B, staff instead followed the more conservative language in the explanatory table (and advice of counsel) by requiring a use permit. That process involves a noticed public hearing, at which staff publicly acknowledged the error orally and in writing in two different locations.

2. Summary of assertion in request for fee waiver: The Planning Commission based its vote to approve the use permit on the following three lies presented by staff as part of the attempt to cover up their mistake.

Alleged lie #1: Planning staff told the Planning Commission that there are other accessory structures of similar heights in the vicinity of the Structure and presented information regarding a 25’ accessory structure which staff claimed was similar.

Applicable law: The standard for approval of an accessory structure over 20 feet in height is contained in Mono County General Plan section 04.110, which provides: *“Accessory uses over 20 feet in height shall be architecturally compatible with and be subordinate to the primary residence. Additional design requirements, such as color, building material, landscaping, building articulating and location, may be required to minimize off-site visual impacts and respect neighborhood characteristics.”*

Accordingly, the General Plan requires that any accessory structure approved at a height greater than 20’ be “architecturally compatible” with the primary residence on the property. Additional design requirements, such as color, building material, landscaping, etc. may also be required to minimize visual impacts and respect neighborhood characteristics. There is no requirement that other accessory structures of similar heights be located in the vicinity. Also relevant here is that the General Plan allows accessory structures which contain habitable space (for example, a garage with a granny unit above it), as well as primary residences, in the area up to 35’ tall, without any special approval or review and up to 45’ tall with increased setbacks. (Mono County General Plan section 04.110.A.)

From the Record of Proceedings: Staff presenting the Use Permit application told the Planning Commission “...[T]here are similarly sized accessory structures in the area. All/some of those structures are attached to their residential components, and therefore are allowed to be higher if they are attached to habitable space, or even have habitable space in them. So I believe there’s another similarly tall large accessory structure that has habitable

space above, and therefore is allowed to be taller [than 20’].” (Commission Recording: 02:11:33 – 02:12:05.)

Later in the hearing Lindsey Sherer (the project applicant) provided pictures of various structures in the vicinity. The exact height of those structures was not stated. (Commission Recording: 02:26:15 – 02:26:42.) There was no evidence in the Record that staff said that a 25’ structure is of similar height to the Structure (which is approximately 35’ tall).

Following the presentations, one Commissioner stated that the proposed structure “doesn’t look dissimilar to the other ones in the neighborhood” and that the structure “is a nicer looking design” than some more utilitarian accessory structures. (Commission Recording: 03:13:41 - 03:13:49 and 03:14:01 – 03:14:12.) Another Commissioner added that Ms. Sherer had shown the structure would “match the existing residential structure on the property” and would “conform” to the way the neighborhood looked. (Commission Recording: 03:14:17 – 03:14:28.)

Conclusion: The proper test is not whether there are structures of similar heights in the vicinity, but instead whether the Structure is architecturally compatible with other structures on the property. The one staff statement regarding another similarly-sized structure in the vicinity explained that it included habitable space – which is allowed outright under the General Plan. However, similarity in size is not the standard. The Planning Commission appropriately considered whether the Structure was compatible with the primary residence and whether it respected neighborhood characteristics such as color, building material and architectural design. Those are the proper legal standards. Ultimately, the Commission exercised its independent judgment to conclude that the Structure was architecturally compatible with the primary residence and respectful of neighborhood characteristics.

Alleged lie #2: Planning staff told the Planning Commission that the house was taller than the Structure and that the Structure was subordinate to the primary residence.

Applicable law: As quoted above, General Plan section 04.110 requires that an accessory structure greater than 20’ in height be “subordinate” to the primary residence on the property. The General Plan does not require that the accessory structure be shorter than the primary residence, although that could be one way to interpret “subordinate”, or it could be one factor in that determination. Ultimately, interpretation of the word “subordinate” is within the Planning Commission’s (and Board’s) discretion as a matter of law, so long as the interpretation is not arbitrary and capricious.

From the Record of Proceedings: The Record indicates that the main residential unit is larger in terms of square footage than the Structure. (Commission Recording: 03:09:39 – 03:09:54.) When asked about building height during the hearing, staff stated that the foundation of the Structure was lower than the primary residence, but they did not know the height of the primary residence. (Commission Recording: 02:03:59 – 02:04:12 and 02:10:21 – 02:10:29.) Ms. Sherer stated that the primary residence was not as tall as the Structure. (Commission Recording: 2:29:52 – 2:30:12.)

A Planning Commissioner pointed out, and building plans in the Record show, that the footprint of the home is about 986 square feet and the footprint of the Structure is about 982 square feet. That Commissioner also stated that, from the pictures, it looks like the home is slightly higher than the garage. (Commission Recording: 03:10:05 – 03:10:14.) That same Commissioner then stated that the Structure is subordinate (albeit “barely”). (Commission Recording: 03:09:39 – 03:09:48.) Ultimately, the entire Commission found the Structure to be subordinate to the primary residence when it approved the use permit.

At the appeal hearing before the Board of Supervisors, staff had reviewed building permit records for both structures and stated that “the house is approximately 2,500 square feet and the garage is 1,200 square feet, and so it is subordinate to the main residential use. It may be a different shape. . . I couldn’t get heights on the original structure, on the existing residential structure, but in terms of use, looking at it by size of square feet, it is subordinate to the primary residence.” (See recording of April 4, 2023, Board of Supervisors meeting at which the appeal was heard and decided, at timestamp 02:05:45 – 02:06:17 (hereafter “Board Recording”).)

Conclusion: The relevant question was whether the Structure is subordinate to the primary residence on the property – not whether it is shorter or taller. The Planning Commission concluded that it was subordinate based on building square footage and photos provided by Ms. Sherer. Staff provided information in response to questions about the size of the Structure, including that they did not know whether the residence was taller than the Structure and that the Structure was subordinate to the residence in terms of square footage. However, it is within the Planning Commission’s and the Board’s authority to determine how to interpret the term “subordinate” in the relevant General Plan provisions.

Alleged lie #3: The Planning Commission wrongly assumed that the Wheeler Crest Design Review Committee approved of the height of the Structure and that that approval represented the will of the community and then wrongly based its decision on those assumptions.

Applicable law: The Mono County General Plan provides that “New construction shall be reviewed by the Wheeler Crest Design Review Committee.” (General Plan Action 24.A.4.b.) According to the Ordinance establishing the WCDRC (Ord 91-07), the purpose of the Committee is to review single family residential development within the district.

From the Record of Proceedings: The Planning Commission was informed of and discussed the WCDRC’s approval of the Structure. One Commissioner initially stated that the WCDRC’s approval influenced them because the WCDRC had heard from the public but still approved the permit. (Commission Recording: 03:15:55 – 03:16:13.) However, staff promptly corrected the Commissioner’s misunderstanding as to the presence of members of the public at the WCDRC meeting. (Recording: 03:16:21 - 03:16:26). It was also clarified that the WCDRC was not aware that the Structure exceeded 20 feet in height and that the WCDRC doesn’t review for that type of issue. (Commission Recording: 01:57:23 – 01:57:36.) A Commissioner indicated dissatisfaction that there was not more information provided about the WCDRC’s decision in the packet. (Commission Recording: 02:09:29 –

02:09:50.) Another Commissioner noted that the photos provided to the WCDRC were descriptive of what the building looks like and potentially showed a structure even larger than that being built on the site. (Commission Recording: 03:13:03 – 03:13:36.)

Ultimately, various Commissioners stated that the proposed structure “doesn’t look dissimilar to the other ones in the neighborhood”; that the structure “is a nicer looking design” than some other accessory structures (Commission Recording: 03:13:41 – 03:13:49.); that the Structure would “match the existing residential structure on the property” and would “conform to what things look like out there.” (Commission Recording: 03:14:17 – 03:14:31.). One indicated that “I don’t think its inconsistent with similar structures in the neighborhood.” (Commission Recording: 03:18:14 – 03:18:22.)

Conclusion: The Record does not support Ms. Adriani’s assertion that the Commission believed that the WCDRC approved the height of the structure or that the Commission based its own decision on the conclusion that the WCDRC approval represented the will of the community. It was explained during Commission deliberation that no members of the public were present at the WCDRC approval meeting and that height was not considered by the WCDRC. In fact, a Commissioner complained about the lack of information provided by the WCDRC, which indicates that the material was not detailed and should not be relied upon. Instead, the Record demonstrates that the Planning Commission reviewed, discussed and exercised its independent judgment in approving the use permit. It received public comment; viewed a presentation from Ms. Sherer which included photos of other buildings in the area and renderings and photos of the Structure; independently deliberated on the relevant legal questions; and reached a conclusion that was within its legal authority.

3. Summary of assertion in request for fee waiver: The building permit shouldn’t have been issued because it relied on a finding made by the Wheeler Crest Design Review Committee at a meeting which was held in violation of the Brown Act. Staff should have required the WCDRC to hold a second meeting prior to issuing the building permit.

Under California law, the decision whether to issue a building permit is typically limited to consideration of a project’s compliance with specific, objective criteria set forth in the California Building Standards Code (“Building Code”) (Cal. Code of Regs., Title 24). State law authorizes cities and counties to enact ordinances amending the Building Code, but only where necessary to address unique local climatic, geological or topographical conditions (e.g., to address snow load or fire hazards). (See Health and Safety Code Sections 17958.7 and 18941.5). If an application for a building permit is determined by the permit-issuing agency to comply with the Building Code, local zoning and any properly adopted local amendments to the Building Code, then it must issue the permit as a ministerial matter unless there is an ordinance or other enactment making the decision discretionary. (See e.g., *Prentiss v. City of South Pasadena*, 15 Cal.App.4th 85, 90-91 (1993) and 14 CCR § 15369: “In the absence of any discretionary provision contained in the local ordinance or other law establishing the requirements for a permit, . . . the following actions shall be presumed ministerial: (1) Issuance of building permits.”.)

Under Mono County's General Plan and the Ordinance establishing the Wheeler Crest Design Review Committee (Ord 91-07), WCDRC reviews proposed single family residential development projects for compliance with the design guidelines of the Wheeler Crest Area Plan. However, nothing in the General Plan or any other local ordinance or law gives the Building Division discretion to withhold a permit based on that review. Indeed, the only mention of this review in the General Plan is the single statement that: "New construction shall be reviewed by the Wheeler Crest Design Review Committee." (General Plan Action 24.A.4.b.) The Ordinance is similarly vague. Whether to modify this General Plan language to require that building permit issuance be conditioned on approval by the WCDRC has been considered as a possible update to the General Plan in the future.

Here, the WCDRC did in fact review the project and did make a finding that it complied with the Design Guidelines of the Wheeler Crest Area Plan. However, under current rules, even if it had not done so, the building permit would nevertheless have been issued upon the granting of the use permit (which resulted in compliance with local zoning). Whether the WCDRC did or did not comply with the Brown Act when it conducted its review is a question of fact and law, but the answer to that question has no bearing on the issuance of the building permit. In other words, there was no reason for the Building Division to have delayed permit issuance as a mechanism to force the WCDRC to hold another meeting, as doing so would not have changed the ultimate outcome. Moreover, the time to have challenged WCDRC's action under the Brown Act passed without challenge by Ms. Adriani or others. Again, the only criteria that the Building Division was legally authorized to consider in determining whether to issue the permit was compliance with the Building Code, including any local amendments to that Code related to unique climatic, geological or topographical conditions and zoning compliance. The permit was properly issued once zoning compliance was affirmed.

- 4. Summary of assertion in request for fee waiver: The Board of Supervisors voted to deny the appeal on the basis that one Supervisor stated that they had a similar structure built in their viewshed and they got used to it. The other four then voted to deny the appeal simply by agreeing with the first Supervisor. One Supervisor commented that the appeal was wasting the Board's time.**

Board deliberations on the appeal lasted for nearly 18 minutes. (Board Recording: 03:34:26 - 03:52:01.) The first Board member to speak during deliberations stated that "I do want to just say a couple of things about the structure. I really appreciate the integration that the property owners are doing with the aesthetics between their home and their garage. I think that that makes sense." That Board Member indicated their intent to deny the appeal. "I want to back up the Planning Commission on this and support their recommendations." (Board Recording: 03:34:26 - 03:34:32.) The second to deliberate commented that "the Planning Commission in my mind did their job. I support it." (Board Recording: 03:39:12 - 03:39:23.) The third concurred in those statements and indicated that they would deny the appeal (Board Recording: 3:40:41 - 3:40:43: "I would also support the denial of the appeal."). The fourth Supervisor expressed the intention to deny the appeal and also frustration that the Board's time was being spent on it when there were other issues - such as housing - which required attention. (Board Recording: 03:42:22 - 03:42:28.) Finally, the last Board Member to speak stated that, among other things, that they had gotten used to a large structure in their viewshed. That statement was made after

the other four had already indicated an intention to deny the appeal and therefore could not have been the basis for the vote of other members. In addition, that final Board Member shared several reasons for the decision to deny the appeal, not simply that reason. (Board Recording: 03:45:14 – 03:45:21.)

Conclusion: The Record does not support the assertion that the basis of the decision was that one Board Member got used to a similar structure in their neighborhood and the others agreed.

P.O. Box 2131
Olympic Valley, CA 96146
alisa@tahoedreamteam.com
530-412-3070

February 21, 2023

Queenie Barnard
P.O Box 715
Bridgeport, CA 93517

Dear Ms. Barnard,

I am writing to request that my assessment appeal hearing is granted even though my letter was 2 days late.

I reached out to the assessor's office after paying my prior year property taxes. I spoke to a woman whose name I apologize that I have forgotten. I have learned that she no longer works in the office. She explained that at that time it was too late to file an assessment appeal, but that she was planning to go to the area to look at some other properties and that she would look at mine. This property is surrounded by public lands on an unmaintained road with a locked gate a mile before it. She told me that she would reach out for the gate code.

I then learned that my taxes were raised instead of lowered after her supposed visit, yet she never reached out to me for the gate code so I know that she did not go to my property. I called the assessors office but learned that I was two days late in sending in my request. I did so anyways with the hope that it might be heard. I hope that you will please consider my request as there was a misunderstanding in the process by myself, a trust that I had something in progress already when did not, and miscommunication from your previous employee. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alisa Adriani', written in a cursive style.

Alisa Adriani



**MONO COUNTY
ASSESSMENT APPEALS BOARD**

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

Scheereen Dedman
Clerk of the Assessment Appeals Board
sdedman@mono.ca.gov

Queenie Barnard
Assistant Clerk of the Assessment Appeals Board
qbarnard@mono.ca.gov

NOTICE TO APPELLANT

Enclosed you will find a copy of the filed assessment appeals for:

ADRIANI, ALISA G.
Assessor's Parcel Number(s): 064-090-032-000
File(s): 2022-023
Date Filed: 09-17-2022

We have received your original Assessment Appeal Application. Unfortunately, your application is invalid as untimely and no Assessment Hearing can be set. Your Assessment Appeal Application was received by the Office of the Clerk on September 20, 2022 with a postmark date of September 17, 2022. The 2022 Appeal Deadline was September 15, 2022. Applications postmarked by September 15 are considered timely filed.

Please be advised that under our Local Rule II.G, we are required to notify you that your Assessment Appeal Application is invalid and untimely. We are also required to inform you, pursuant to our Local Rule II.H, that you may appeal the denial of a hearing based on the invalidity of your application as untimely or incomplete **only by** filing a written request to the Clerk within thirty (30) days of this letter's postmark date, **or by February 22, 2023**. If such a request is received in our office by that date, the Clerk shall schedule the application for a jurisdictional Hearing to determine whether the application will be denied by the Board as untimely.

If you have any questions, you may contact me at the telephone number or email address listed below.

Sincerely,

A handwritten signature in black ink that reads "Queenie Barnard".

Queenie Barnard
Assistant Clerk of the Assessment Appeals Board
(760) 932-5534
qbarnard@mono.ca.gov

Dated: January 23, 2023

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

FILING FEE:

A non-refundable filing fee of \$17.70 for each application/parcel will be charged and must be included at the time of filing the application. Payment can be made by check, money order, or cash. Make checks or money orders payable to: County of Mono. If your check is returned due to insufficient funds, a returned check fee in the amount of \$25.00 will be charged. Applications submitted without the fee will not be processed.

Send application and fee to P.O. Box 237, Bridgeport, CA 93517

APPLICATION NUMBER: Clerk Use Only
22-023

EMAIL ADDRESS
alisa@lahoodreanteam.com

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME

Adriani, Alisa G.

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)

PO Box 2131

CITY Olympic Valley	STATE CA	ZIP CODE 96146	DAYTIME TELEPHONE (630) 412-3070	ALTERNATE TELEPHONE ()	FAX TELEPHONE ()
------------------------	-------------	-------------------	-------------------------------------	----------------------------	----------------------

2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL) _____ EMAIL ADDRESS _____

COMPANY NAME _____

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL) _____

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX) _____

CITY	STATE	ZIP CODE	DAYTIME TELEPHONE ()	ALTERNATE TELEPHONE ()	FAX TELEPHONE ()
------	-------	----------	--------------------------	----------------------------	----------------------

AUTHORIZATION ATTACHED

AUTHORIZATION OF AGENT
The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.

The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.

SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE	TITLE	DATE

3. PROPERTY IDENTIFICATION INFORMATION

Yes No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ENTER APPLICABLE NUMBER FROM YOUR NOTICE/TAX BILL

ASSESSOR'S PARCEL NUMBER 064-090-032-000	ASSESSMENT NUMBER 064-090-032-000	FEE NUMBER 064-090-032-000
ACCOUNT NUMBER	TAX BILL NUMBER	

PROPERTY ADDRESS OR LOCATION: not street address, not accessible

DOING BUSINESS AS (DBA), if appropriate

PROPERTY TYPE SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX

MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____

COMMERCIAL/INDUSTRIAL

BUSINESS PERSONAL PROPERTY/FIXTURES

AGRICULTURAL

MANUFACTURED HOME

WATER CRAFT

OTHER: _____

POSSESSORY INTEREST

VACANT LAND

AIRCRAFT

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	\$ 418,515	\$ 100,000	
IMPROVEMENTS/STRUCTURES			
FIXTURES			
PERSONAL PROPERTY (see instructions)			SEP 17 2022
MINERAL RIGHTS			
TREES & VINES			
OTHER			MONO COUNTY CLERK
TOTAL	\$ 418,515	\$ 100,000	
PENALTIES (amount or percent)			

5. TYPE OF ASSESSMENT BEING APPEALED Check only one. See instructions for filing periods

- REGULAR ASSESSMENT - VALUE AS OF JANUARY 1 OF THE CURRENT YEAR
 - SUPPLEMENTAL ASSESSMENT
*DATE OF NOTICE: _____ ROLL YEAR: _____
 - ROLL CHANGE ESCAPE ASSESSMENT CALAMITY REASSESSMENT PENALTY ASSESSMENT
*DATE OF NOTICE: _____ **ROLL YEAR: _____
- *Must attach copy of notice or bill, where applicable **Each roll year requires a separate application*

6. REASON FOR FILING APPEAL (FACTS)

See instructions before completing this section.

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

- A. DECLINE IN VALUE
 - The assessor's roll value exceeds the market value as of January 1 of the current year.
- B. CHANGE IN OWNERSHIP
 - 1. No change in ownership occurred on the date of _____.
 - 2. Base year value for the change in ownership established on the date of _____ is incorrect.
- C. NEW CONSTRUCTION
 - 1. No new construction occurred on the date of _____.
 - 2. Base year value for the completed new construction established on the date of _____ is incorrect.
 - 3. Value of construction in progress on January 1 is incorrect.
- D. CALAMITY REASSESSMENT
 - Assessor's reduced value is incorrect for property damaged by misfortune or calamity.
- E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.
 - 1. All personal property/fixtures.
 - 2. Only a portion of the personal property/fixtures. Attach description of those items.
- F. PENALTY ASSESSMENT
 - Penalty assessment is not justified.
- G. CLASSIFICATION/ALLOCATION
 - 1. Classification of property is incorrect.
 - 2. Allocation of value of property is incorrect (e.g., between land and improvements).
- H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.
 - 1. Amount of escape assessment is incorrect.
 - 2. Assessment of other property of the assessee at the location is incorrect.
- I. OTHER
 - Explanation (attach sheet if necessary) _____

7. WRITTEN FINDINGS OF FACTS (\$ _____ per _____)

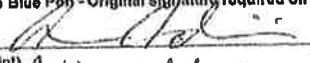
- Are requested. Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND See instructions.

- Yes No


CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property - "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number _____, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)	SIGNED AT (CITY, STATE)	DATE
	Bishop, CA	9/15/22
NAME (Please Print)	Alisa Adriani	

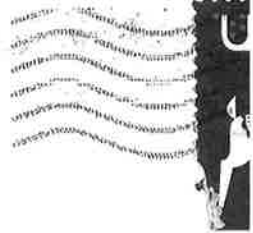
FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER AGENT ATTORNEY SPOUSE REGISTERED DOMESTIC PARTNER CHILD PARENT PERSON AFFECTED
- CORPORATE OFFICER OR DESIGNATED EMPLOYEE


Adriani
PO Box 2131
Olympic Valley, CA 96146

RENO NV 895

22 FEB 2023 PM 2:17



RECEIVED

MAR 20 2023

OFFICE OF THE CLERK

Mono Co,
Assessment Appeals Board
PO Box 715
Bridgeport, CA
93517

9351780715

