



# **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**

### **March 19, 2024**

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#### **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. Teleconference Location - Chergui Kasbah Hotel Route de Errachidia, km 5,5, Erfoud, Morocco.
4. 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/86184622677> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 861 8462 2677.

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 861 8462 2677

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=68a69f03-6511-41ef-ae37-636788b98695](https://monocounty.granicus.com/MediaPlayer.php?publish_id=68a69f03-6511-41ef-ae37-636788b98695)

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

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

less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board and online.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

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

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICER**

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

**4. DEPARTMENT/COMMISSION REPORTS**

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

**5. CONSENT AGENDA**

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

**A. Memorandum of Understanding (MOU) with Mammoth Unified School District for School Based Dental Services**

Departments: Health and Human Services

The Health and Human Services, Public Health Division, wishes to collaborate with Mammoth Unified School District for the provision of school based dental services for the students of the District. The purpose of this partnership is to provide screenings and services at the school, identify oral health needs of children, link children to a source of care, and establish a dental home.

**Recommended Action:** Approve an MOU with Mammoth Unified School District for the provision of School Based Oral Health Services for the period March 1, 2024, through June 30, 2027.

**Fiscal Impact:** None.

**B. Job Description for the Community Development Department Assistant Director**

Departments: Community Development

Consider job description for the Community Development Department Assistant Director, which was included in the 2023-24 budget and allocation list.

**Recommended Action:** Approve the attached job description for the Community Development Department Assistant Director position with any desired modifications.

**Fiscal Impact:** None. The position is included in the FY 2023-24 budget.

**C. Memorandum of Understanding with Eastern Sierra Continuum of Care**

Departments: Health and Human Services

Proposed memorandum of understanding (MOU) with Eastern Sierra Continuum of Care and Inyo County pertaining to the homeless housing, assistance, and prevention program (HHAP) grant funds.

**Recommended Action:** Approve, and authorize Chair to sign, contract with Eastern Sierra Continuum of Care and Inyo County for the HHAP for the period March 26, 2024, through June 30, 2029.

**Fiscal Impact:** The MOU commits Mono County to an expenditure of staff time only.

**D. Assessment Appeals Board Member Compensation**

Departments: Clerk of the Board

A resolution of the Board of Supervisors increasing compensation for Assessment Appeals Board Members.

**Recommended Action:** Adopt proposed resolution increasing compensation for Assessment Appeals Board Members.

**Fiscal Impact:** Increased rate by \$75 per regular Board Member per meeting from \$100 (\$125 for Chair) to \$175 (\$200 for chair). Funding has been allocated in the Board of Supervisors budget for Assessment Appeal hearings for Fiscal Year 2023-24.

**6. CORRESPONDENCE RECEIVED**

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

**A. Letter of Support - Assembly Bill 2902**

Departments: Clerk of the Board

Mono County letter of support for Assembly Bill 2902, provides flexibility to local governments implementing the objectives of SB 1383, which requires the reduction of landfilled organic waste by 75 percent by 2025. CalRecycle's implementing regulations impose costly new requirements on local governments, many of which are suited to solid waste systems in urban areas. The greatest implementation challenges and highest rate increases will occur in rural and sparsely populated areas of the state.

**B. Letter of Support - Senate Bill 1032**

Departments: Clerk of the Board

Mono County letter of support for the Senate Bill 1031, which will give the Housing and Community Development Department (HCD) the authority to forgive specific legacy loans, per HCD's discretion. Mono County, like many counties in California, struggles to provide enough housing, and in particular, affordable housing to meet the needs of our communities. This is why maintaining the limited stock of affordable housing that exists today is crucial for our community.

**C. Letter of Support - Whitebark Institute's grant application for the Eastern Sierra Climate and Communities Resilience Project- Part II Resilient Mono Basin**

Departments: Clerk of the Board

Letter of Support for Whitebark Institute's grant application for the Eastern Sierra Climate and Communities Resilience Project- Part II Resilient Mono Basin.

**7. REGULAR AGENDA - MORNING**

**A. Proposed Project with the Town of Mammoth Lakes and Mammoth Mountain Ski Area to Operate Safe Long-term Parking Site**

Departments: County Counsel

30 minutes

(Christopher Beck, Assistant County Counsel) - Proposed Project with the Town of Mammoth Lakes and Mammoth Mountain Ski Area to Operate Safe Long-term Parking Site.

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

**Fiscal Impact:** None.

**B. California Redemption Value Program and Recycling Mandates**

Departments: Board of Supervisors, Sponsored by Supervisor Kreitz

30 minutes

(Kendra Knight Sustainability Coordinator Mammoth Disposal | Bishop Waste) - Update from Mammoth Disposal regarding the recent changes to the California

Redemption Value (CRV) Program, the revised state recycling mandates, and funding opportunities.

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

**Fiscal Impact:** None.

**C. Mono County Solid Waste Update**

Departments: Public Works - Solid Waste

40 minutes

(Paul Roten, Public Works Director) - Presentation by Public Works Director, Paul Roten regarding the Mono County Public Works Solid Waste Program.

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

**Fiscal Impact:** None.

**D. Contract Amendment with McGinley and Associates for Geothermal Monitoring**

Departments: Community Development - Long Valley Hydrologic Advisory Committee (LVHAC)

20 minutes

(Nick Criss, Compliance Officer) - Proposed amendment to the contract with McGinley and Associates pertaining to hydrologic monitoring in Long Valley.

**Recommended Action:** Authorize Community Development Director to approve an amendment to the existing agreement with McGinley and Associates for cost increases associated with re-equipping monitoring sites in Long Valley for the period June 15, 2023, through June 30, 2024, in an amount not to exceed \$34,369.

**Fiscal Impact:**

The proposed contract cost increase of \$34,369 is paid by Ormat and therefore does not impact the County's general fund.

**8. CLOSED SESSION**

**A. Closed Session - Labor Negotiations**

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

Sheriffs' Association. Unrepresented employees: All.

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

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

**9. REGULAR AGENDA - AFTERNOON**

**A. Tour of the Parcel - Affordable Housing Project**

Departments: County Administrative Office

1:00 PM (30 minutes)

(Sandra Moberly, County Administrative Officer) - Tour of the Parcel Affordable Housing Project with the Board of Supervisors

**Recommended Action:** Conduct a tour of the Parcel Affordable Housing Project (50/62 Inyo Street, the closest cross streets are Tavern Road and Laurel Mountain Road).

**Fiscal Impact:** None.

**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**    March 19, 2024

**Departments: Health and Human Services**

**TIME REQUIRED**

**SUBJECT**                    Memorandum of Understanding  
   (MOU) with Mammoth Unified School  
   District for School Based Dental  
   Services

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

The Health and Human Services, Public Health Division, wishes to collaborate with Mammoth Unified School District for the provision of school based dental services for the students of the District. The purpose of this partnership is to provide screenings and services at the school, identify oral health needs of children, link children to a source of care, and establish a dental home.

**RECOMMENDED ACTION:**

Approve an MOU with Mammoth Unified School District for the provision of School Based Oral Health Services for the period March 1, 2024, through June 30, 2027.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Kathryn Peterson

**PHONE/EMAIL:** 7609241763 / kpeterson@mono.ca.gov

**SEND COPIES TO:**

kpeterson@mono.ca.gov; sbutters@mono.ca.gov;  
cyoung@mono.ca.gov

**MINUTE ORDER REQUESTED:**

YES    NO

**ATTACHMENTS:**

Click to download
<a href="#">staff report</a>
<a href="#">Attachment A</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/11/2024 3:47 PM	County Counsel	Yes
3/11/2024 2:18 PM	Finance	Yes
3/13/2024 2:14 PM	County Administrative Office	Yes





## Health and Human Services Department

Public Health Division, PO Box 3329, Mammoth Lakes, CA 93546 | PO Box 476, Bridgeport, CA 93517  
Social Services Division, PO Box 2969, Mammoth Lakes, CA 93546

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### MEMO

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**TO:** Mono County Board of Supervisors  
**FROM:** Kathryn Peterson, Health and Human Services Director  
**SUBJECT:** **School Based Oral Health Services Memorandum of Understanding (MOU) with Mammoth Unified School District**  
**DATE:** March 19, 2024  
**CC:**

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Mono County Health and Human Services Public Health Division wishes to collaborate with Mammoth Unified School District for the provision of school based dental services for the students of the District.

The Public Health Division receives funding through the California Department of Public Health, Office of Oral Health, to provide school-linked dental services. The purpose of the proposed partnership with Mammoth Unified School District is to provide screenings and services at the school, identify oral health needs of children, link children to a source of care, and establish a dental home (if one doesn't already exist). This effort helps to provide equitable dental health services for school-aged children.

Staff members of the Public Health Division, along with dental health professionals subcontracted by the County, will begin providing services and education to students in March, at locations within the District designated by the District. Services include oral health screening, fluoride varnish application, dental sealants, oral hygiene instruction, and referrals. A valid written parent or guardian's consent to dental treatment is required for any student to receive these services.

The proposed MOU describes the roles and responsibilities between Mammoth Unified School District and Mono County. Services are provided at no cost to the District or the students. The program is funded through June 2027.

**MEMORANDUM OF UNDERSTANDING BETWEEN MAMMOTH UNIFIED SCHOOL DISTRICT AND MONO COUNTY REGARDING SCHOOL BASED DENTAL SERVICES**

**WHEREAS**, Mammoth Unified School District (hereinafter “School District”), and Mono County (hereinafter “County”), wish to collaborate on the provision of school based dental services for the students of District; and

**WHEREAS**, County is willing to provide school based dental services as requested by the School District in accordance with the following terms and conditions.

**TERMS AND CONDITIONS**

1. County will provide staff persons from its Health and Human Services Public Health Division, along with dental health professionals subcontracted by County, to provide school based dental services to students beginning in March of 2024, at locations within the District designated by the District. Services are to be provided in accordance with Attachment A, Scope of Work. County will provide necessary materials for such purposes.
2. County will draft, and provide to District, the required consent for dental treatment form.
3. District will obtain, and provide to County, a valid written parent or guardian’s consent to dental treatment for any student to receive dental treatment (screen, fluoride, sealants), unless the student is aged 18 or over, in which case the consent shall be executed by the student. No student shall receive treatment from County without a valid consent.
4. If required for full performance, the Board of the District shall approve this MOU by resolution prior to County staff and subcontractors beginning to operate under the terms of this agreement.
5. The District shall hold harmless, defend with counsel acceptable to County, and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with District’s responsibilities hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the active negligence, sole negligence or willful misconduct of the County.
6. The District shall each procure and maintain, during the entire term of this MOU 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 County, its agents, representatives, employees, or subcontractors:
  - a. *General Liability*. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed under this MOU, including

educators' legal liability, employment practices liability, 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 \$2,000,000.00 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.

- b. *Coverage and Provider Requirements.* Prior to commencing any work under this MOU, District shall provide County: (1) a certificate of insurance evidencing the coverage required and (2) a notice of cancellation or change of coverage provision indicating that the policy will not be modified, terminated, or canceled without written notice to County.

If the District 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 District. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Self-Insured Retentions: Self-insured retentions must be declared to the County. 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. Any and all deductibles and SIRs shall be the sole responsibility of District. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. County reserves the right to obtain a copy of any policies and endorsements for verification.

7. Each Party shall bear its own costs for the staff time involved in performing the tasks described herein.
8. The term of this Agreement shall be from March 1, 2024, to June 30, 2027, with the survival of certain provisions as noted herein.
9. All acts of the Parties, their agents, officers, and employees, relating to the performance of this Agreement shall be performed as independent contractors, and not as agents, officers, or employees of the other Party. Neither Party, by virtue of this Agreement, has the authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the other Party, except as expressly provided herein. No agent, officer, or employee of one Party is to be considered an employee of the other Party. It is understood by both Parties that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture.
10. This Agreement may be amended by a writing signed by authorized representatives of the Parties.
11. This Agreement shall be administered on behalf of the Parties by the following persons, to whom any notices or correspondence concerning the MOU shall be directed:

Mammoth Unified School District:

Annie Rinaldi, Superintendent  
P.O. Box 3509  
Mammoth Lakes, CA 93546  
Phone: 760-934-6802  
Email: arinaldi@mammothusd.org

Mono County:

Kathryn Peterson, Director, HHS  
P.O. Box 3329  
Mammoth Lakes, CA 93546  
Phone : 760-924-1763  
Email: kpeterson@mono.ca.gov

By the signatures of their authorized representatives appearing below, the District and the County agree to perform and abide by the terms of this Agreement. 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.

Mono County:

Mammoth Unified School District:

By: \_\_\_\_\_  
John Peters, Board Chair

By: \_\_\_\_\_  
Annie Rinaldi, Superintendent

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

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

By: \_\_\_\_\_  
Chris Beck, County Counsel

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

By: \_\_\_\_\_  
Jay Sloane, Risk Management

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

**ATTACHMENT A  
SCOPE OF WORK**

**COUNTY OF MONO AND MAMMOTH UNIFIED SCHOOL DISTRICT FOR THE  
PROVISION OF SCHOOL BASED DENTAL SERVICES**

**TERM:** March 1, 2024 – June 30, 2027

<b>ROLES AND RESPONSIBILITIES</b>		
<b>Oral Health Screening, Fluoride Varnish Application, Dental Sealants, Oral Hygiene Instruction, and Referral</b>		
<b>Category</b>	<b>Party A</b>	<b>Party B</b>
Partnership Point of contact	Mono County HHS, Public Health Division, Oral Health Project Coordinator, 760/924-1830	Mammoth Elementary School (MES) Principal & District Nurse
Program Operations	<p>Meet with MUSD Superintendent &amp; District Nurse</p> <p>Share the following forms :</p> <ul style="list-style-type: none"> <li>• Parent introduction letter</li> <li>• Screening &amp; Fluoride active consent.</li> <li>• Dental education handouts</li> <li>• Consent for Sealant Application</li> <li>• Dental report</li> <li>• Aftercare instructions</li> </ul> <p>Explain the screening and sealant process, and that it will be during school hours.</p> <p>Coordinate screening and sealant days, expected to be twice per school year, for a total of six times per term of this agreement.</p> <p>Deliver adequate quantity of forms.</p> <p>Create and coordinate screening and sealant schedules.</p> <p>Deliver screening and sealant services to students with signed parental consent for assessments, fluoride, and sealants.</p>	<p>MES Principal &amp; District Nurse will participate in the initial meeting.</p> <p>Approval of forms. Share with school staff.</p> <p>Understanding and approval of process</p> <p>Provide school scheduling preferences and inform HHS if the schedule changes. School staff prepared to support events.</p> <p>Notify HHS if more forms are needed.</p> <p>Notify HHS if there are any conflicts with schedules due to field trips or assemblies. Check that all teachers are good with schedule.</p> <p>School staff will bring students to and from the event with crowd control assistance.</p>

<p>Program Services</p>	<p>Provide school-based preventative dental services to students at MES.</p> <p>Services include sealants, fluoride application, oral hygiene instruction.</p> <p>Maintain dental equipment in good working condition. Have equipment and supplies at school site.</p>	<p>Provide space for dental services with adequate lighting, to accommodate one class at a time.</p> <p>Space will be made available for up to one entire school day.</p> <p>Provide two tables, four chairs, electrical outlets, water source and trash can</p> <p>Inform team if a student has special needs or a chronic health condition.</p>
<p>Emergency Dental Care Coordination</p>	<p>Provide care coordination for students in immediate need of dental services. Care coordination will be with Mammoth Hospital Dental Clinic and <i>attempt</i> will be made to refer student to dentist within 48 hours</p> <p>An <i>attempt</i> will be made to refer the students that require routine dental care within two weeks.</p>	<p>Keep team aware of changes in a student's health or special needs.</p>
<p>Medical Emergency</p>	<p>Provide life support care as per protocol of the American Heart Association guidelines, including call 911. Alerting school staff of emergency.</p>	<p>Provide pertinent medical information. Health conditions and medications. Contact the student's emergency contact.</p>
<p>Distribution &amp; collection of forms</p>	<p>Maintain confidentiality of all students, comply with HIPPA regulations.</p> <p>Collect all opt-out forms prior to services.</p> <p>Hand out packets to teachers after screening. Packet will include results, education materials, and sealant consent.</p> <p>Collect sealant consents around 3-4 days after screening.</p>	<p>Provide class lists 2-3 weeks prior to event.</p> <p><b>Teachers</b> distribute forms/consents to parents prior to event, allowing time to process them before the event. Collect active consents.</p> <p>Distribute results reports and sealant consents at the end of screening day. Collect completed signed sealant consents. Turn in any late forms to team on day of event.</p>

<p>Data Collection</p>	<p>Collect data for dental care of each participating student.</p> <p>Track all services provided for each student. Owns all clinical records.</p> <p>Share student contact info with Public Health care coordinator when further care is required.</p> <p>Provide results of services to School Principal and District Nurse.</p>	<p>Provide class lists of students with signed consents 1-2 weeks prior to event.</p>
<p>Quality assurance</p>	<p>The HHS OH team will stay in close contact with the school to ensure that the forms were distributed, and the schedule is still as agreed upon.</p> <p>The HHS OH team will recheck the status of students requiring immediate dental care.</p> <p>HHS OH team will be respectful of school staff and school property.</p>	<p>Ensure the distribution of forms in a timely matter.</p> <p>School will be respectful of HHS OH Team and property/equipment.</p>
<p>Miscommunication</p>	<p>Miscommunications regarding forms, consents &amp; services will be resolved by mutual agreement.</p>	<p>Miscommunications regarding forms, consents &amp; services will be resolved by mutual agreement.</p>



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 19, 2024

**Departments: Community Development**

**TIME REQUIRED**

**SUBJECT** Job Description for the Community  
Development Department Assistant  
Director

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Consider job description for the Community Development Department Assistant Director, which was included in the 2023-24 budget and allocation list.

**RECOMMENDED ACTION:**

Approve the attached job description for the Community Development Department Assistant Director position with any desired modifications.

**FISCAL IMPACT:**

None. The position is included in the FY 2023-24 budget.

**CONTACT NAME:** Wendy Sugimura

**PHONE/EMAIL:** 760-924-1814 / wsugimura@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">staff report</a>
<a href="#">CD Assistant Director Job Description</a>

**History**

Time	Who	Approval
3/12/2024 10:24 AM	County Counsel	Yes
3/11/2024 2:13 PM	Finance	Yes





# Mono County Community Development Department

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

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

**DATE:** March 19, 2024

**TO:** Mono County Board of Supervisors

**FROM:** Wendy Sugimura, Director

**RE:** Job Description for the Community Development Department Assistant Director

## **BACKGROUND**

During the development of the 2023-2024 budget, the Board discussed and approved a policy item to add an Assistant Director position to the Community Development Department. It is an at-will position reflected in the adopted Mono County 2023-24 Final Budget and position allocation list at Salary Range 15. The Assistant Director job description was approximately 20 years old and in need of updating.

## **DISCUSSION**

The attached draft job description reflects the current CDD structure and management needs and has been updated to reflect County priorities, department philosophy, and team dynamics. The position will serve at the pleasure of the Community Development Director, focus on core operations of the Planning Division, and serve as day-to-day lead over permitting. The attached job description has been reviewed and approved by the HR Director.

Once approved, the position will be recruited and the Board would need to approve an at-will contract for the selected candidate.

## **ATTACHMENT**

Draft Assistant Community Development Director Job Description

## **ASSISTANT DIRECTOR OF COMMUNITY DEVELOPMENT**

### **DEFINITION**

The Assistant Director is an innovative and collaborative strategic thinker and problem solver operating under the direction of the Community Development Director. The Assistant Director will aid in directing and supervising daily activities of the department including planning, organizing, and managing the County's planning, building inspection, and code enforcement functions; providing consultation and coordination for development projects; updating and administering the General Plan and addressing related land use issues and pertinent codes, ordinances, rules, and regulations; directing, coordinating, and overseeing the development and preparation of complex environmental reviews, impact reports, assessments, statements, policies and regulations; overseeing other community development studies, projects and reports; directing and coordinating work on complex current planning projects including subdivisions and specific plans; providing guidance as needed to the Building and Code Enforcement divisions; serving as the Executive Director of independent commissions as required and assigned, such as the Local Transportation Commission (LTC) and Local Agency Formation Commission (LAFCO); performing special projects and assignments as directed by the Community Development Director; facilitating public meetings; managing sensitive situations and fostering positive and collaborative working relationships; providing flexible leadership and direction in the absence of the Director as needed, and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a single, at-will, management classification which has responsibility for assisting with the direction, oversight, supervision, and coordination of County planning, building inspection, and code enforcement functions. This position builds and manages resilient, cohesive teams; showcases ethical performance and integrity; is an effective communicator; and fosters a culture of efficiency, inclusivity and fun. This position performs direct oversight and team coordination of complex general plan updates and amendments, environmental reviews, planning studies, and development standards amendments, and the processing of complex planning projects. It may also provide direct oversight of code enforcement functions, coordinate building division functions, serve as Executive Director of independent commissions, provide collaborative leadership in the Community Development Director's temporary absence, assist with the budget/human resources management and departmental administration, and perform a variety of special assignments under the direction of the department Director.

### **SUPERVISION RECEIVED AND EXERCISED**

Reports to the Community Development Director. May directly supervise Planning Commission Secretary, professional planners and analysts, code enforcement staff, and Department support staff, as assigned by the Community Development Director.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

Include, but are not limited to the represented duties below. Other administrative duties may be assigned.

Assist the Community Development Director with the following:

- Serve as an executive team member; develop, initiate and implement departmental policies, procedures and systems; participate in the identification and allocation of fiscal, staffing, and material resources; and contribute to the problem solving, decision-making, and planning activities of the Department.
- § 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.
- Plan and coordinate the design, development, and delivery of departmental services.
- Initiate and oversee collaborative efforts among relevant federal, state, tribal, and local agencies and community groups; serve as a representative of the Department with other County departments and outside organizations when requested.

- Direct the investigation and resolution of complaints/concerns related to designated program areas and activities; identify and initiate solutions to major issues involving policy, customer service delivery, and organizational changes and directions.
- Serve as the project manager for complex and/or special projects and perform needed analyses, and represent departmental issues and projects before boards and commissions.
- Organize, coordinate, and provide leadership to a variety of staff working groups and project teams within the Department with a focus on teamwork, product quality, timeliness, and the facilitation of employee empowerment.
- Directly provide, and support staff in providing, customer service and consultation for County management, elected officials, other agencies and tribal governments, and the public, among others, on department services, function, policies, procedures, and regulations.
- Serve as Executive Director of independent commissions such as the Local Transportation Commission (LTC) and Local Agency Formation Commission (LAFCO), as assigned.
- Implement improvements, determine, and recommend plans for establishing new service programs or major changes in methods or levels of service delivery.
- Analyze and evaluate program results as related to objectives and policy guidelines; review program funding needs, and control program activities within budgetary limits or policies.
- Select, train, motivate, and evaluate personnel within assigned divisions; provide or coordinate staff training; build a resilient and cohesive team within the department; work with employees to correct deficiencies; implement discipline and termination procedures.
- Participate in the development and administration of budgets; forecast additional funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments, as appropriate.
- Provide senior executive leadership input to 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 as requested by the Department Director.
- Provide coverage for the Department Director when not available.
- Perform related duties as assigned.

## **KNOWLEDGE, SKILLS AND ABILITIES:**

### **Knowledge of:**

- Pertinent State, federal, and local laws, regulations, and ordinances related to land use, resource conservation, the environment and CEQA, planning, zoning, housing, and building construction.
- State and County nuisance abatement laws, rules, and regulations.
- Purposes, procedures, and functions of public land use agencies, boards, commissions, and governing bodies.
- Principles, techniques, and trends of land use, transportation, and environmental planning.
- CEQA law, environmental analysis, and environmental impacts of changes in land use.
- Research and statistical methods.
- Application of the California Building Code, proper inspection methods, and procedures.
- Principles, techniques, and practices of strategic and effective program administration.
- Grant administration, including application and administration.
- Principles of project planning, coordination, and direction.
- Principles, techniques, and practices of de-escalation, conflict management, and mediation.
- Principles, techniques, and practices of facilitation, collaboration across different scales, teambuilding, and building consensus.
- Principles of budget preparation and expenditure control.
- Principles of government administration; personnel management and development, including training, evaluation, and enhancing motivation; project management; workflow management; and supervision.

### **Ability to:**

- Perform planning, organization, and management functions of the Community Development Department, serving as the Director on a temporary basis as needed.
- Serve as Executive Director for independent commissions as assigned.
- Provide guidance, direction, and oversight to staff on assignments to ensure quality project delivery.
- Manage and supervise small teams on complex projects or staff within a specific departmental discipline.
- Analyze, interpret, explain, and apply a variety of State, and County laws, ordinances, policies, rules, procedures, and regulations such as those related to land use, environmental impact analysis, resource planning, building construction, permit processing, housing, and code enforcement, and determine appropriate resolutions to problems and/or enforcement actions.
- Formulate and implement countywide inspection and enforcement actions.
- Oversee and assist with the gathering and maintenance of department records and information such as land use, transportation, housing, and the environment.
- Direct, manage, and assist with planning studies, environmental reviews, planning reports/permits, and presentations.
- Participate and manage staff in effective presentations and communications with the Board of Supervisors, commissions and committees, other agencies, and the public.
- Effectively represent the Community Development Department in contacts with the Board, commissions, committees, public, community organizations, tribal governments, other County staff and other government organizations.
- Adhere to public meeting laws and other administrative requirements.
- Gather, organize, analyze, and present a variety of data and information.
- Enforce regulations with firmness and tact.
- Regularly work well under pressure and public scrutiny, and effectively prioritize work.
- Deal constructively with conflict and develop solutions.
- Think strategically and creatively within departmental policies and regulations to generate options and make recommendations.
- Constantly demonstrate collaborative behavior with colleagues, supervisors, and other agencies.
- Provide excellent customer service and responses/resolutions to complaints.
- Communicate effectively both verbally and in writing. Strong writing skills are highly desirable.
- Assist with development, administration, and tracking of the Department budget.
- Works with the Community Development Director to ensure proper administration of hiring, staff evaluation, education and training, motivation and teambuilding, and personnel practices within the Community Development Department.

### **MINIMUM QUALIFICATIONS**

#### **Training and Experience:**

Any combination of training and experience, which would likely provide the required knowledge and abilities, is qualifying. A typical way to obtain the required knowledge and abilities would be:

- Broad and extensive professional experience in planning, land use, transportation, and environmental management work, including at least four (4) years in a Principal Planner/Analyst (or equivalent), management, or supervisory position.
- A graduate degree in planning or a related or management field, certification from the American Institute of Certified Planners (AICP), and/or other professional certificate in a related field and experience in CEQA, budget management, personnel management, facilitation/conflict resolution, and project management is highly desirable.
- Completion of specialized training and/or advanced education in the areas of planning, building construction, land use, transportation, architecture, public administration, engineering, environmental resources, or related fields is preferred.

#### **Special Requirements:**

Possession of, or ability to obtain, an appropriate valid California Driver's License.

### **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, sit for extended periods, drive for several hours, and stand and walk, sometimes in uneven terrain for extended periods, or to stoop, kneel, crouch, or crawl. Other requirements include normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, a variety of computer programs, internet, various digital meeting software, telephone, calculator, copiers, and FAX; and operation of an automobile. 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.

*The contents of this class specification shall not be construed to constitute any expressed or implied warranty or guarantee, nor shall it constitute a contract of employment. The County of Mono assumes no responsibility beyond the general accuracy of the document, nor does it assume responsibility for any errors or omissions in the information contained herein. The contents of this specification may be modified or revoked without notice. Terms and conditions of employment are determined through a "meet and confer" process and are subject to the Memorandum of Understanding currently in effect or they are established by an "At-Will" Employee Contract.*



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    March 19, 2024

**Departments: Health and Human Services**

**TIME REQUIRED**

**SUBJECT**                      Memorandum of Understanding with  
Eastern Sierra Continuum of Care

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed memorandum of understanding (MOU) with Eastern Sierra Continuum of Care and Inyo County pertaining to the homeless housing, assistance, and prevention program (HHAP) grant funds.

**RECOMMENDED ACTION:**

Approve, and authorize Chair to sign, contract with Eastern Sierra Continuum of Care and Inyo County for the HHAP for the period March 26, 2024, through June 30, 2029.

**FISCAL IMPACT:**

The MOU commits Mono County to an expenditure of staff time only.

**CONTACT NAME:** Stacey Simon or Kathy Peterson

**PHONE/EMAIL:** / ssimon@mono.ca.gov; kpeterson@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
3/14/2024 4:01 PM	County Counsel	Yes
3/15/2024 11:29 AM	Finance	Yes

3/15/2024 1:02 PM

County Administrative Office

Yes





MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

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**COUNTY OF MONO**

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

**TO:** Mono County Board of Supervisors

**FROM:** Amanda Greenberg, Mono County Behavioral Health Program Manager and Eastern Sierra Continuum of Care Board Member

**DATE:** March 12, 2024

**SUBJECT:**

Memorandum of Understanding (MOU) among Eastern Sierra Continuum of Care, the County of Inyo, and the County of Mono for the Provision of Collaborative Applicant and Lead Agency Services for Homeless Housing, Assistance, and Prevention Program (HHAP) Grant Funds

**DISCUSSION:**

The Eastern Sierra Continuum of Care (ESCoC) is a governing body organized to carry out the responsibilities required in planning and implementing Housing and Urban Development (HUD) funded efforts to end homelessness in Inyo, Mono, and Alpine counties. In 2023, the Inyo County Department of Health and Human Services (HHS) was designated as the Collaborative Applicant on behalf of the Eastern Sierra Continuum of Care (ESCoC).

As the Collaborative Applicant, Inyo County HHS is responsible for preparing, submitting, allocating, and reporting on state and federal grants that address homelessness on behalf of the ESCoC. The ESCoC has successfully applied for several rounds of HHAP funding awarded by the State of California. In order to apply for the fifth round of HHAP funding, the County of Inyo, County of Mono, and the ESCoC must enter into a memorandum of understanding to outline the responsibilities of each entity related to the Homeless Action Plan that is incorporated into the HHAP-5. The responsibilities of Mono County will be coordinated by Amanda Greenberg (Behavioral Health Program Manager and Eastern Sierra Continuum of Care Board Member) and Jennifer Kreitz (District 1 Supervisor and Eastern Sierra Continuum of Care Board Member).

**SUBMITTED BY:**

Amanda Greenberg, Program Manager, Contact: 760.924.1740

**MEMORANDUM OF UNDERSTANDING  
AMONG  
EASTERN SIERRA CONTINUUM OF CARE,  
THE COUNTY OF INYO, AND THE  
COUNTY OF MONO  
FOR THE PROVISION OF COLLABORATIVE APPLICANT AND LEAD AGENCY  
SERVICES FOR HOMELESS HOUSING, ASSISTANCE, AND PREVENTION  
PROGRAM (HHAP) GRANT FUNDS**

This Memorandum of Understanding (MOU) is made and entered into by and between the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "Inyo", the County of Mono, a political subdivision of the State of California, hereinafter referred to as "Mono", and the Eastern Sierra Continuum of Care, Continuum of Care CA-530, hereinafter referred to as "CoC" or "ESCoC" individually, "Party" and/or collectively "Parties", for the purpose of designating the Collaborative Applicant and Lead Agency positions for Homeless Housing, Assistance and Prevention Program (HHAP) grant funding, and commitment to uphold, participate in, and comply with actions, roles, and responsibilities of each collaborative applicant in the region as described in the HHAP Regionally Coordinated Homeless Action Plan, "Homeless Action Plan."

**I. Purpose, Definitions and Background**

The purpose of this MOU is to designate the positions of Collaborative Applicant and Lead Agency for HHAP grant funding and for the Parties to commit to uphold, participate in, and comply with the actions, roles, and responsibilities for implementation of the Homeless Action Plan.

The HHAP Program funding, made available from California's Interagency Council on Homelessness ("Cal ICH") within California's Business, Consumer Services and Housing Agency, is intended to support local jurisdictions in their unified regional responses to reduce and end homelessness.

"Collaborative Applicant" is defined to mean an eligible applicant that has been designated by the Parties to apply for HHAP grant funding on behalf of the Parties.

The Lead Agency is defined to mean the Party who shall take all required steps to comply with the terms of the HHAP grants.

**II. Collaborative Applicant and Lead Agency Designation**

Inyo County is hereby designated as the Collaborative Applicant and Lead Agency on behalf of the ESCoC for the purpose of application submission for HHAP grants. Inyo shall perform all administrative and fiscal tasks related to such grants.

**III. Duration**

Except as provided in Section VI (Termination), the duration of this MOU shall be from March 26, 2024, through June 30, 2029.

By execution of this MOU, the Parties agree that the responsibilities and agreements outlined in this MOU shall be effective March 26, 2024, and related activities conducted prior to the execution of the agreement shall be in compliance with all language stated in this MOU.

#### **IV. Specific Responsibilities of the Parties**

##### **a. Joint Counties and CoC/ESCoC**

- i. The Parties commit to uphold, participate in, and comply with actions, roles, and responsibilities of Inyo, Mono, and the ESCoC as described in the HHAP Regionally Coordinated Homeless Action Plan, “Homeless Action Plan” including as follows:
  1. Commitments to the roles and responsibilities as they pertain to outreach and site coordination, siting and use of available public land, the development of interim and permanent housing options, and coordinating, connecting, and delivering services to individuals experiencing homelessness or at risk of experiencing homelessness, within the region per Section 2.1 of the Homeless Action Plan.
  2. Commitments to Key Actions to improve the system performance measures per Section 2.2 of the Homeless Action Plan.
  3. Commitments to Key Actions to ensure racial and gender equity in service delivery, housing placements, housing retention, and any other means to affirm equitable access to housing and services for racial and ethnic groups overrepresented among residents experiencing homelessness per Section 2.3 of the Homeless Action Plan.
  4. Commitments to actions to reduce homelessness among individuals exiting institutional settings, including but not limited to jails, prisons, hospitals, and any other institutions such as foster care, behavioral health facilities, etc. as applicable in the region per Section 2.4 of the Homeless Action Plan.
  5. Commitments to roles for the utilization of local, state, and federal funding programs to end homelessness per Section 2.5 of the Homeless Action Plan.
  6. Commitments to the roles and responsibilities to connect individuals to wrap-around services from all eligible federal,

state, and local benefit programs per Section 2.6 of the Homeless Action Plan.

**b. ESCoC/CoC**

- i. Designate Inyo as the Collaborative Applicant to jointly submit a single application for HHAP funds on behalf of Inyo and Mono and the CoC.
- ii. Coordinate with Inyo and Mono to develop a collaborative process for the development of a joint HHAP request for proposals (RFP) and ensure compliance with grant criteria.
- iii. Include Alpine County in the coordination of funding.
- iv. Participate in continuous quality improvement meetings with Inyo and Mono to review performance metrics towards Homeless Action Plan goals and metrics.
- v. Facilitate meetings as a function of the CoC with Inyo and Mono and contractors to discuss contracts and projects and their relevance to the Homeless Action Plan.

**c. Inyo County**

- i. As Collaborative Applicant and fiscal and administrative entity, Inyo shall:
  1. Receive grant funds directly from the administering state agency.
  2. Coordinate with Mono and CoC to develop a collaborative process for the development of joint HHAP request for proposals (RFP) and ensure compliance with grant criteria.
  3. Build strategic partnerships and cultivate new service partnerships within the community.
  4. Include Alpine County in the coordination of funding.
  5. Review and adhere to state guidance related to data reporting requirements and processes published by the administering state agency for HHAP funds, including:
    - o HHAP Annual report guide
    - o HHAP Annual report checklist
    - o HHAP Notices of Funding Availability (NOFAs)
    - o Health and Safety Code Section 50222, subdivision (a)
    - o Coding Homeless Coordinating and Financing Council (HCFC) Grants as funding Sources in HMIS

6. Enter into formal contracts with providers for projects that are in alignment with the Homeless Action Plan goals and HHAP metrics and conduct all contract administration with providers.
7. Work with providers to establish data collection and reporting measures as required by HHAP.
8. Measure and monitor performance of CoC funded projects as related to the Homeless Action Plan goals and performance metrics. This includes developing strategic goals to end homelessness, collecting and disseminating data to measure performance toward those goals, and continuously evaluating and improving performance.

**d. Mono County**

1. Coordinate with Inyo and CoC to develop a collaborative process for the development of joint HHAP request for proposals (RFP) and ensure compliance with grant criteria.
2. Build strategic partnerships and cultivate new service partnerships within the community.
3. Include Alpine County in the coordination of funding.

**V. Amendments**

This MOU may be amended upon agreement among the Parties. Any additional responsibilities delegated to the Lead Agency through such amendment(s) shall be consistent with the CoC Governance Charter.

**VI. Indemnification**

Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent that such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

**VII. Termination**

Any Party may terminate this MOU at a date prior to the termination date specified in this MOU by giving 60 days written notice to the other Parties. If the funds relied upon to undertake activities described in this MOU are withdrawn or reduced, or if additional conditions are placed on such funding, any Party may terminate this MOU within 30 days by providing written notice to the other Parties. The termination shall be effective on the date specified in the notice of termination.

**VIII. Notice**

The Parties shall provide notice pursuant to this MOU to the other Parties in writing at the following addresses:

**Inyo County**

Attention: Anna Scott  
Director, Inyo County Health and Human Services  
1360 N. Main St., Ste 201  
Bishop, CA 93514  
HHS-Admin@inyocounty.us

**Mono County**

Attention: Amanda Greenberg  
Mono County Behavioral Health Department  
1290 Tavern Road  
P.O. Box 2610  
Mammoth Lakes, CA 93546  
agreenberg@mono.ca.gov

**Eastern Sierra Continuum of Care**

Attention: Anna Scott  
Director, Inyo County Health and Human Services  
1360 N. Main St., Ste 201  
Bishop, CA 93514  
HHS-Admin@inyocounty.us

This MOU is agreed and executed by the Parties as indicated below:

**Inyo County**

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

APPROVED AS TO FORM:

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

**Mono County**

\_\_\_\_\_  
John Peters, Board Chair

APPROVED AS TO FORM:

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

APPROVED BY MONO COUNTY RISK MANAGEMENT

\_\_\_\_\_

**Eastern Sierra Continuum of Care**

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 19, 2024

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Assessment Appeals Board Member  
Compensation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

A resolution of the Board of Supervisors increasing compensation for Assessment Appeals Board Members.

**RECOMMENDED ACTION:**

Adopt proposed resolution increasing compensation for Assessment Appeals Board Members.

**FISCAL IMPACT:**

Increased rate by \$75 per regular Board Member per meeting from \$100 (\$125 for Chair) to \$175 (\$200 for chair). Funding has been allocated in the Board of Supervisors budget for Assessment Appeal hearings for Fiscal Year 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
<a href="#">Staff Report</a>
<a href="#">Resolution</a>

**History**

Time	Who	Approval
3/15/2024 11:52 AM	County Counsel	Yes
3/11/2024 2:03 PM	Finance	Yes



3/15/2024 1:00 PM

County Administrative Office

Yes



**CLERK – RECORDER – REGISTRAR  
CLERK OF THE BOARD OF SUPERVISORS  
COUNTY OF MONO**

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517 • (760) 932-5530

[ClerkRecorder@mono.ca.gov](mailto:ClerkRecorder@mono.ca.gov) • [Elections@mono.ca.gov](mailto:Elections@mono.ca.gov) • [BOS@mono.ca.gov](mailto:BOS@mono.ca.gov)

March 19, 2024

**To:** Honorable Chair and Members of the Board of Supervisors

**From:** Queenie Barnard, Clerk-Recorder-Registrar

**Re:** Assessment Appeals Board Member Compensation

**Discussion:**

Mono County currently has a vacant seat on the Assessment Appeals Board. This seat has been vacant since February 2022 and is currently being filled by an Alternate Member. Recruiting a qualified person to fill this position has proven challenging. In addition to understanding California's system of property taxation, Assessment Appeals Board Members are expected to understand the County's real estate markets and general appraisal principles and approaches to value. There are typically 8-10 meetings per year.

Mono County pays Assessment Appeals Board Members \$100 per meeting, and \$125 per meeting to the Chairperson. If travel is required for in-person hearings, compensation for travel may be claimed. In October 2020, the State Board of Equalization published a survey of the compensation paid to Assessment Appeals Board members across the state of California, and according to that survey, members are paid between \$75 to \$300 per meeting. To assist with Board Member recruitment, the proposed resolution will increase the Assessment Appeals Board Member compensation to \$175 per meeting, and \$200 per meeting to the Chairperson.

Please contact me if you have any questions. Thank you.

Queenie Barnard  
Clerk-Recorder-Registrar  
760-932-5534  
[qbarnard@mono.ca.gov](mailto:qbarnard@mono.ca.gov)



R24-\_\_

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF MONO AUTHORIZING CERTAIN  
EXPENDITURES RELATING TO ASSESSMENT APPEALS  
BOARD MEMBERS AND DESIGNATING THE AMOUNT  
OF COMPENSATION TO BE PAID TO BOARD MEMBERS**

**WHEREAS**, the County's Assessment Appeals Board provides a valuable and statutorily mandated service by hearing assessment appeals from property owners in the County of Mono and equalizing the assessment roll; and

**WHEREAS**, California's property tax system is considered by many to be one of the most complicated in the nation, so that individuals with the capacity to understand that system and to conduct administrative appeals are highly valuable to the County; and

**WHEREAS**, in addition to understanding California's system of property taxation, Assessment Appeals Board members are expected to understand the County's real estate markets and general appraisal principles and approaches to value; and

**WHEREAS**, the County currently has a vacant seat on the Assessment Appeals Board, and recruiting a qualified person to fill that position has proven challenging despite significant effort on the part of the Clerk of the Board; and

**WHEREAS**, currently the County pays Assessment Appeals Board members \$100 per meeting, and \$125 per meeting to the Chairperson, plus mileage; and

**WHEREAS**, in October 2020, the State Board of Equalization published a survey of the compensation paid to Assessment Appeals Board members across the state, and according to that survey members are paid between \$75 to \$300 per meeting; and

**WHEREAS**, increasing Assessment Appeals Board pay to the high end of the range may assist with recruitment;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO THAT:**

1           **SECTION ONE:** Assessment Appeals Board members shall be paid a stipend of \$175  
2 per meeting, and the Chairperson shall receive an additional stipend of \$25, for a total amount of  
3 \$200 per meeting.

4           **SECTION TWO:** To be paid, Assessment Appeals Board Members shall be required to  
5 track and report attendance according to procedures determined by the Finance Director. The  
6 Finance Director shall process payment subject to any withholding required by law.

7           **SECTION THREE:** For in-person meetings, Assessment Appeals Board members may  
8 claim compensation for travel to and from their homes to the meeting location at the Internal  
9 Revenue Service's standard mileage rate for transportation and travel expenses, which for  
10 reference purposes is 67-cents per mile in 2024.

11           **SECTION FOUR:** Not more often than once every four years, the Clerk of the Board  
12 may increase Assessment Appeals Board member stipends set forth in Section One by an amount  
13 equal to the increase over the past 48 months in the Consumer Price Index for all Urban  
14 Consumers (West Region Average), as determined by the U.S. Department of Labor. Provided  
15 that the result shall not be less than the previously determined amount, amounts determined  
16 according to this Section shall be rounded down to the nearest \$5.

17           **PASSED, APPROVED and ADOPTED** this 19th day March 2024, by the following vote,  
18 to wit:

19           **AYES:**

20           **NOES:**

21           **ABSENT:**

22           **ABSTAIN:**

23  
24 \_\_\_\_\_  
25 John Peters  
26 Chair of the Board of Supervisors

27  
28 ATTEST

\_\_\_\_\_

Clerk of the Board of Supervisors

\_\_\_\_\_

County Counsel



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 19, 2024

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Letter of Support - Assembly Bill  
2902

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Mono County letter of support for Assembly Bill 2902, provides flexibility to local governments implementing the objectives of SB 1383, which requires the reduction of landfilled organic waste by 75 percent by 2025. CalRecycle's implementing regulations impose costly new requirements on local governments, many of which are suited to solid waste systems in urban areas. The greatest implementation challenges and highest rate increases will occur in rural and sparsely populated areas of the state.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**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> <a href="#">Letter</a></p>
---

**History**

Time	Who	Approval
3/15/2024 11:22 AM	County Counsel	Yes
3/15/2024 11:30 AM	Finance	Yes
3/15/2024 1:01 PM	County Administrative Office	Yes





**COUNTY ADMINISTRATIVE OFFICER**  
**COUNTY OF MONO**  
 Sandra Moberly, MPA, AICP  
 PO Box 696  
 Bridgeport, CA 93517-0696  
 (760) 932-5410  
[smoberly@mono.ca.gov](mailto:smoberly@mono.ca.gov)  
[www.mono.ca.gov](http://www.mono.ca.gov)

March 14, 2024

**BOARD OF SUPERVISORS**

**CHAIR**

John Peters / District 4

**VICE CHAIR**

Lynda Salcido / District 5

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Bob Gardner / District 3

The Honorable Jim Wood  
 Member, California State Assembly  
 1021 O Street, Room 8320  
 Sacramento, CA 95814

**Re: Assembly Bill 2902 – Mono County Support**

**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**

Queenie Barnard

**COUNTY COUNSEL**

Stacey Simon, Esq.

**ECONOMIC DEVELOPMENT**

Jeff Simpson

**EMERGENCY MEDICAL SERVICES**

Bryan Bullock

**FINANCE**

Janet Dutcher  
 CPA, CGFM, MPA

**HEALTH AND HUMAN SERVICES**

Kathryn Peterson

**INFORMATION TECHNOLOGY**

Mike Martinez

**PROBATION**

Karin Humiston

**PUBLIC WORKS**

Paul Roten

Dear Assembly Member Wood:

On behalf of the Mono County Board of Supervisors, we are pleased to express our support of Assembly Bill 2902 regarding organic waste management.

Assembly Bill 2902 provides flexibility to local governments implementing the objectives of SB 1383, which requires the reduction of landfilled organic waste by 75 percent by 2025. CalRecycle's implementing regulations impose costly new requirements on local governments, many of which are suited to solid waste systems in urban areas. The greatest implementation challenges and highest rate increases will occur in rural and sparsely populated areas of the state.

With a net area of 3,024 square miles, 94 percent of which is public land, unincorporated Mono County exceeds the combined land mass of Delaware and Rhode Island (2,982 square miles). Mono County's unincorporated population of 5,883<sup>1</sup> results in a density of 1.95 persons *per square mile*.

However, under SB 1383 Mono County is obligated to meet the same mandate imposed on large metropolitan areas without the benefit of the economies of scale available in those areas. Its citizens are asked to fund new collection, diversion, and education programs for residents, businesses, and organizations in 15 rural communities spread across a county stretching 108 miles in length. For comparison, this is roughly equivalent to the distance from Sacramento to San Mateo.

AB 2902 extends the existing rural exemption for the state's 19 counties with fewer than 70,000 residents (and cities within those counties)<sup>1</sup>. Under CalRecycle's SB 1383 regulations, this rural exemption expires December 31, 2026 and cannot be extended. At that time, rural counties will have to comply with SB 1383's collection and procurement obligations, which are ill-suited for the remote and rural nature of those counties and will

<sup>1</sup> 2023 population estimate from the California Department of Finance, Demographic Research Unit Report E-1 & E-1H, *Population and Housing Estimates for Cities, Counties, and the State, January 1, 2022 and 2023 (May 1, 2023)*.

<sup>2</sup> Lake, San Benito, Tehama, Tuolumne, Calaveras, Siskiyou, Amador, Lassen, Glenn, Del Norte, Colusa, Inyo, Plumas, Mariposa, Trinity, Mono, Modoc, Sierra, and Alpine Counties.

result in disproportionately high compliance costs relative to the amount of organic waste diverted or procured. With passage of AB 2902, rural jurisdictions would continue to be exempt from collection and procurement requirements, but will still have to implement SB 1383's edible food recovery, recycled paper procurement, and model water efficient landscaping requirements.

In addition, AB 2902 recognizes the potential conflict between food waste collection systems and local bear populations. AB 2902 would authorize CalRecycle to grant waivers from the requirement to separate and recover food waste and food-soiled paper in areas with demonstrated public safety and animal welfare concerns associated with bears targeting food sources. As the eastern gateway to Yosemite National Park and home to spectacular camping opportunities throughout the Eastern Sierra, Mono County's residents, businesses, and visitors are well aware of this attractive nuisance and the risk it poses to both humans and bears.

Given the above and other provisions of the proposed bill, Mono County is pleased to support AB 2902. Should you have any questions, please contact me at smoberly@mono.ca.gov.

Sincerely,



Sandra Moberly, MPA, AICP  
Mono County Administrative Officer

cc: The Honorable Brian Dahle, Member, California State Senate  
The Honorable Isaac Bryan, Chair, Assembly Natural Resources Committee  
Mono County Board of Supervisors  
John Kennedy, Rural County Representatives of California (RCRC)





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 19, 2024

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Letter of Support - Senate Bill 1032

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Mono County letter of support for the Senate Bill 1031, which will give the Housing and Community Development Department (HCD) the authority to forgive specific legacy loans, per HCD's discretion. Mono County, like many counties in California, struggles to provide enough housing, and in particular, affordable housing to meet the needs of our communities. This is why maintaining the limited stock of affordable housing that exists today is crucial for our community.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**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> <a href="#">Letter</a></p>
---

**History**

Time	Who	Approval
3/15/2024 11:22 AM	County Counsel	Yes
3/15/2024 11:30 AM	Finance	Yes
3/15/2024 1:01 PM	County Administrative Office	Yes





**COUNTY ADMINISTRATIVE OFFICER**  
**COUNTY OF MONO**  
 Sandra Moberly, MPA, AICP  
 PO Box 696  
 Bridgeport, CA 93517-0696  
 (760) 932-5410  
[smoberly@mono.ca.gov](mailto:smoberly@mono.ca.gov)  
[www.mono.ca.gov](http://www.mono.ca.gov)

March 11, 2024

**BOARD OF SUPERVISORS**

CHAIR

John Peters / District 4

VICE CHAIR

Lynda Salcido / District 5

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Bob Gardner / District 3

The Honorable Nancy Skinner  
 Chair, Senate Housing Committee  
 1021 O Street, Suite 3330  
 Sacramento, CA 95814

RE: SB 1032 (Padilla) Housing finance: portfolio restructuring: loan forgiveness.  
 As introduced on February 6, 2023 – SUPPORT

**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

Queenie Barnard

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL SERVICES

Bryan Bullock

FINANCE

Janet Dutcher

CPA, CGFM, MPA

HEALTH AND HUMAN SERVICES

Kathryn Peterson

INFORMATION TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

Dear Senator Skinner:

Mono County is proud to support SB 1032, which will give the Housing and Community Development Department (HCD) the authority to forgive specific legacy loans, per HCD's discretion. Mono County, like many counties in California, struggles to provide enough housing, and in particular, affordable housing to meet the needs of our communities. This is why maintaining the limited stock of affordable housing that exists today is crucial for our community.

HCD administers a number of loan programs authorized by the Legislature in the 1980's and 1990's that were created to preserve existing affordable housing across the state. These programs offered loans to public housing providers (housing agencies) with terms that attempted to strike a balance between providing impactful funding and ensuring the rents charged by the housing agencies on these properties would remain affordable. All of these programs are closed and no longer offer loans.

While it was easy to obtain the loan, terms that allowed housing agencies to forgo making any payments on the loan effectively trapped these housing agencies in an endless debt cycle with no exit path. The loans were set up with the premise that the housing agencies would only pay against the loan interest. The notion being that housing entities could use excess future cash flows to pay down the principal. In reality, these affordable housing units seldom experience excess cash flows due to the rent affordability restrictions required by the loan program and the cost of maintaining the units. Given the reality of how these loans currently function, it is time to provide HCD the authority to forgive these as means to provide relief to the impacted housing agencies.

In a high number of cases, housing agencies that would benefit from loan forgiveness serve as the main affordable housing providers in their regions. Without loan forgiveness, these housing agencies will default on these loans, effectively increasing the possibility that a housing agency will need to close affordable housing sites which serve the most vulnerable residents of their communities, which will ultimately lead to more homelessness across the state.

Housing is an important element of economic development and essential for the health and wellbeing of our communities. SB 1032 would not require HCD to forgive any specific loans, but instead will give them the authority to choose to forgive certain legacy loans that are most at risk, per their discretion. Specifically, SB 1032 will allow housing providers to preserve current affordable housing units without the need to evict low-income residents out of their homes.

For these reasons, Mono County is proud to support SB 1032.

Sincerely,



Sandra Moberly, MPA, AICP  
County Administrative Officer, Mono County

CC: The Honorable Members, Senate Housing Committee  
Mehgie Tabar, Consultant, Senate Housing Committee  
Kerry Yoshida, Consultant, Senate Republican Caucus  
Alexis Castro, Legislative Director, Office of Senator Stephen Padilla  
Cece Sidley, Fellow, Office of Senator Stephen Padilla  
Mark Neuburger, Legislative Advocate, California State Association of Counties



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 19, 2024

**Departments: Clerk of the Board**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Letter of Support - Whitebark  
Institute's grant application for the  
Eastern Sierra Climate and  
Communities Resilience Project- Part  
II Resilient Mono Basin

**AGENDA DESCRIPTION:**

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

Letter of Support for Whitebark Institute's grant application for the Eastern Sierra Climate and Communities Resilience Project- Part II Resilient Mono Basin.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**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> <a href="#">Letter</a></p>
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**History**

Time	Who	Approval
3/15/2024 11:23 AM	County Counsel	Yes
3/15/2024 11:30 AM	Finance	Yes
3/15/2024 1:02 PM	County Administrative Office	Yes





**COUNTY ADMINISTRATIVE OFFICER**  
**COUNTY OF MONO**  
 Sandra Moberly, MPA, AICP  
 PO Box 696  
 Bridgeport, CA 93517-0696  
 (760) 932-5410  
[smoberly@mono.ca.gov](mailto:smoberly@mono.ca.gov)  
[www.mono.ca.gov](http://www.mono.ca.gov)

March 12, 2024

**BOARD OF SUPERVISORS**

CHAIR

John Peters / District 4

VICE CHAIR

Lynda Salcido / District 5

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Bob Gardner / District 3

National Fish and Wildlife Foundation  
 1625 Eye Street NW, Suite 300  
 Washington, DC 20006

Attention: Jonathan Birdsong  
 Director, Western Region  
 National Fish and Wildlife Foundation

**COUNTY DEPARTMENTS**

**ASSESSOR**

Hon. Barry Beck

**DISTRICT ATTORNEY**

Hon. David Anderson

**SHERIFF / CORONER**

Hon. Ingrid Braun

**ANIMAL SERVICES**

Chris Mokracek "Interim"

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Bryan Bullock

**FINANCE**

Janet Dutcher

CPA, CGFM, MPA

**HEALTH AND HUMAN SERVICES**

Kathryn Peterson

**INFORMATION TECHNOLOGY**

Mike Martinez

**PROBATION**

Karin Humiston

**PUBLIC WORKS**

Paul Roten

RE: Support for Whitebark Institute's grant application for the Eastern Sierra Climate and Communities Resilience Project- Part II Resilient Mono Basin

Dear Mr. Birdsong,

Please accept this letter in support of the Whitebark Institute's grant application for the Resilient Mono Basin Project, which will build on work initiated with the Eastern Sierra Climate and Communities Resilience Project (ESCCRP) on the Inyo National Forest. The proposed project will apply economies of scale, efficiencies and lessons learned by previous work on the ESCCRP to the western portion of the Mono Basin, which is located just north of the ESCCRP project area. The Project will 1) implement 1,750 acres of forest health treatments within the ESCCRP and 2) conduct project development and planning for additional forest restoration work in the western Mono Basin.

Mono County supports the Project because it will further several of the main priorities outlined in the County's '2024 Federal Platform and Priorities' including "protecting the natural beauty of our land, promoting our local and regional economy, and supporting our communities and residents." The Project will have a beneficial impact on these priorities by applying forest fuel reduction treatments and forest restoration projects to high-priority areas of the forested landscape in the Mono Basin. This work is critical because the health of the Mono Basin's forests is declining due to climate change, which is creating a rapidly intensifying wildfire trajectory that threatens public safety and the ecological and economic resources of the region. For example, the Mono Basin is home to several local communities, a diverse array of recreation and tourism opportunities that support the local economy, and a landscape that supports one of the most unique and critical wildlife resources in the state, Mono Lake. The headwater forests of the western Mono Basin, which are in the Project area, also generate water for Mono Lake, local communities, and the City of Los Angeles. For these reasons, Mono County supports the Resilient Mono Basin Project.

In addition, the Resilient Mono Basin Project is an opportunity for National Fish and Wildlife Foundation to continue as an active partner in the Eastern Sierra on a continued journey to achieve regional resilience. By focusing on key strategic acres near

Page 2 of 2  
March 12, 2024

communities and infrastructure and planning future forest resilience projects, the Resilient Mono Basin Project will advance NFWF's program priorities to increase the pace and scale of restoration and to engage in strategic, innovative solutions to develop and implement forest health and resilience projects.

We strongly urge National Fish and Wildlife Foundation to consider this application as a pivotal opportunity to continue forest health restoration and promote resilience in the Eastern Sierra.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Moberly".

Sandra Moberly, MPA, AICP  
County Administrative Officer, Mono County





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 19, 2024

**Departments: County Counsel**

**TIME REQUIRED** 30 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Christopher Beck, Assistant County  
Counsel

**SUBJECT** Proposed Project with the Town of  
Mammoth Lakes and Mammoth  
Mountain Ski Area to Operate Safe  
Long-term Parking Site

**AGENDA DESCRIPTION:**

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

Proposed Project with the Town of Mammoth Lakes and Mammoth Mountain Ski Area to Operate Safe Long-term Parking Site.

**RECOMMENDED ACTION:**

None, informational only. Provide direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Christopher Beck

**PHONE/EMAIL:** 760-924-1700 / cbeck@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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[Staff Report](#)

**History**

Time	Who	Approval
3/11/2024 3:48 PM	County Counsel	Yes
3/13/2024 3:31 PM	Finance	Yes



**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christopher L. Beck

**Deputy County Counsel**  
Emily R. Fox  
Jeff Hughes

**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: Christopher Beck, Assistant County Counsel

Date: March 19, 2024

Re: Information Item – Proposed Project with the Town of Mammoth Lakes and Mammoth Mountain Ski Area to Operate Safe Long-term Parking Site

**Strategic Plan Focus Area(s) Met**

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

**Discussion:**

This item is informational only to provide an update on a proposed use at a County owned site which formerly housed the Mono County Sheriff's Substation on Substation Road. The proposed use would be a cooperative venture between Mono County, the Town of Mammoth Lakes, and Mammoth Mountain Ski Area.

The Site:

The property is located at 1311 Substation Road, Mammoth Lakes, CA 93546. The main, and adjoining site amounts to approximately 3.35 acres. The site, which houses the former substation, has been used for nearly two decades as the base of a dog sled operation. The site was originally leased for dog sled operations in 2003, and the lease was renewed several times up through expiration on December 31, 2023.

It is anticipated, and the plan includes, to allow the dog sled operation to continue to operate on the property on or near the northern .35 acres of the property. When the terms and conditions of the dog sled operations lease have been determined, a new lease for the operation will be presented to the Board of Supervisors.

## The Project:

The parties have discussed, but not committed to the proposed use of the property (“The Project”). The Project involves Mono County leasing the site to the Town of Mammoth Lakes, for a nominal fee. Thereafter, the Town will enter into an agreement with Mammoth Mountain Ski Area (MMSA) to operate the site. The County will not have direct oversight over the project, though the County will request an opportunity to comment on the operation agreement. The following are proposed deal points for which staff is seeking input to provide feedback and recommendations to the Town and MMSA:

- A) The Project will operate originally with a pilot set of 20 spaces available. 15 spaces will be used by MMSA to house their staff that otherwise reside in their vehicles on public lands. The remaining 5 spaces will be available to residents employed within Mono County.
- B) The Project will be branded as a venture between the County, Town of Mammoth Lakes, and MMSA.
- C) Town of Mammoth Lakes will provide necessary amenities on site, including potable water, showers, and restroom facilities.
- D) The property will not be allowed for transient usage, but rather as a place for stable and continuous parking for local, employed, residents.
- E) Proposed participants will need to verify employment prior to occupying a space and will need to regularly re-certify employment.
- F) Partnerships for locating employees that could benefit from the pilot program will include working with the three participants to the agreements, as well as Chambers of Commerce throughout the County.
- G) County will be provided an opportunity to review any proposed changes to operations within 30 days of them taking place, and the agreement will restrict usage at the space to the uses describe herein, and as discussed at the Board Meeting.
- H) All vehicles parked at the site will need to be mobile within limited notice to allow for snow removal.
- I) The project will be reviewed after a full season to determine how and whether to expand the pilot project.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 19, 2024

**Departments: Board of Supervisors, Sponsored by Supervisor Kreitz**

**TIME REQUIRED** 30 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Kendra Knight Sustainability  
Coordinator Mammoth Disposal |  
Bishop Waste

**SUBJECT** California Redemption Value  
Program and Recycling Mandates

**AGENDA DESCRIPTION:**

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

Update from Mammoth Disposal regarding the recent changes to the California Redemption Value (CRV) Program, the revised state recycling mandates, and funding opportunities.

**RECOMMENDED ACTION:**

None, informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Danielle Patrick

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
3/11/2024 2:33 PM	County Counsel	Yes
3/11/2024 2:04 PM	Finance	Yes
3/13/2024 1:53 PM	County Administrative Office	Yes



# Mammoth Disposal Sustainability & Recycling Update



[www.MammothDisposal.com](http://www.MammothDisposal.com)

Proudly Serving  
the Town of Mammoth Lakes  
& Mono County



Scan Code  
for Our Recycle  
Right Guide



## CA State Recycling Legislation Affecting Mono County

- **AB 939** The California Integrated Waste Management Act (AB 939, Sher, Chapter 1095, Statutes of 1989 as amended [IWMA]) made all California cities, counties, and approved regional solid waste management agencies responsible for enacting plans and implementing programs to divert 25 percent of their solid waste by 1995 and 50 percent by year 2000. Later legislation mandates the 50 percent diversion requirement be achieved every year.
- **AB 341 Purpose:** To reduce GHG emissions by diverting commercial solid waste to recycling efforts and to expand the opportunity for additional recycling services and recycling manufacturing facilities in California.  
**Business Commercial Recycling Requirements.** A business (includes public entities)
  - > that generates four cubic yards or more of commercial solid waste per week or is a multifamily residential dwelling of five units or more shall arrange for recycling services. Businesses can take one or any combination of the following in order to reuse, recycle, compost or otherwise divert solid waste from disposal:
    - Self-haul.
    - Subscribe to a hauler(s).
    - Arrange for the pickup of recyclable materials.
    - Subscribe to a recycling service that may include mixed waste processing that yields diversion results comparable to source separation.
- **AB 1826** In October 2014 Governor Brown signed AB 1826 Chesbro (Chapter 727, Statutes of 2014), requiring businesses to recycle their organic waste on and after April 1, 2016, depending on the amount of waste they generate per week. This law also requires that on and after January 1, 2016, local jurisdictions across the state implement an organic waste recycling program to divert organic waste generated by businesses, including multifamily residential dwellings that consist of five or more units (please note, however, that multifamily dwellings are not required to have a food waste diversion program). Organic waste (also referred to as organics throughout this resource), for the purposes of AB 1826, means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.
  - The law phased in the requirements for businesses over time, **while offering an exemption process for rural counties**. Additionally, the law contains a 2020 trigger that further increased the scope of affected businesses. As such, in September of 2020, CalRecycle reduced the threshold to 2 cubic yards of solid waste (solid waste is the total of trash, recycling, and organics) generated by covered businesses.



## CA State Recycling Legislation Affecting Mono County

- **SB 1383** In September 2016, Governor Brown set methane emissions reduction targets for California in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP). The targets must:
  - Reduce organic waste disposal 75% by 2025.
  - Rescue for people to eat at least 20% of currently disposed surplus food by 2025.
  - Regulated entities are required to maintain records that demonstrate how they are complying with the law. These records will assist regulated entities with preparing for compliance inspections required by local and state agencies.
  - In 2022 CalRecycle approved and issued applications for waivers of exemption, for rural, low population and elevation.
  - Grant funding is available.
  
- **SB 54** California Governor Gavin Newsom signed the Plastic Pollution Prevention and Packaging Producer Responsibility Act (SB 54) on Jun 30, 2022, requiring all packaging in the state to be recyclable or compostable by 2032. California's SB 54 is one of the most comprehensive plastic legislations to be passed, based on input received from businesses, environmental organizations, and waste management groups. The law will impact manufacturers and sellers of all goods offered for sale in California. Law will require all plastic-covered materials offered in California to be recycled at the following levels: At least 30 percent on and after Jan 1, 2028. At least 40 percent on and after Jan 1, 2030. At least 65 percent on and after Jan 1, 2032.
  
- **AB 1276** Prohibits full-service restaurants from providing single-use plastic straws or foodservice ware unless the customer requests it. Took effect JUNE 1, 2022. Reducing single-use food serviceware. The bill expands California's existing plastic straw-on-request law to include other single-use serviceware, such as utensils. The bill applies to most restaurants, take-away counters and third-party delivery platforms. Restaurants must supply single-use serviceware if requested by customer. However, restaurant must not provide single-use serviceware if not requested by customer. Enforced by local enforcement agency. Fines enforced for non-compliance. Effective June 1, 2022. Fines up to \$25/day.
  - Buoy is a great option for a reusables program currently being piloted in TOML in 7 restaurants.
  
- **AB 1162** AB 1162 effectively prohibits the use of small plastic toiletries, including shampoo, conditioner, and bath soap, across California hotels and lodging establishments. Effective Jan. 1, 2023, the state mandate applies to lodging establishments with more than 50 rooms, and January 1, 2024, it will apply to all lodging establishments with 50 rooms or less. AB 1162 establishes that a lodging establishment found to be in violation of this act shall be liable for a civil penalty of \$500 for the first offense and \$2,000 for a second or subsequent offenses.
  
- **SB 1013** approved by Governor Newsom on September 27, 2022, makes major changes to the Beverage Container Recycling Program, notably: Brings wine and distilled spirits into the California Beverage Container Recycling Program (BCRP) starting January 1, 2024. Expands the convenience zones and significantly modifies the role of dealers in the BCRP. Introduces new grant programs to strengthen and support the circular economy of beverage containers in California.
  
- **SB 353** brings 100% fruit juice over 46 oz and vegetable juice over 16 oz to the CRV program.
  
- **AB 179** brings grant funding to the SB 1013 program via CalRecycle for recycling centers.

➤ CalRecycle's SB 1013 & SB 353 Mandates bring wine/alcohol and juice to the California Redemption Program (CRV)

# Changes to CRV Law

Starting Jan. 1, 2024



**New Beverages**

**Wine • Liquor • Juice**



Subject to CRV (with or without CRV Label)

**New Wine & Liquor Containers**

**Pouches • Boxes • Cartons**



Subject to CRV (with or without CRV Label)

**5¢ CRV**  
Less than 24 oz.  
Glass • Aluminum • Plastic • Bimetal Containers

**10¢ CRV**  
24 oz. or More


**25¢ CRV**  
Bag-in-Box • Multi-Layer Pouch  
Paperboard Carton • Plastic Pouch

# Mandate Outreach in Town of Mammoth Lakes

All info provided to TOML businesses, restaurants and lodging, in English and Spanish.

## STYROFOAM BAN


### EXPANDED POLYSTYRENE FOODWARE




Effective January 1, 2024, the Town of Mammoth Lakes will prohibit takeout foodware containers made from expanded polystyrene – commonly known as Styrofoam – pursuant to Municipal Code 8.15.020-8.15.030.

#### Banned Items

EPS foodware items used for containing, serving, or consuming prepared food, including cups, bowls, plates, trays, cartons, and boxes. These items are usually labeled as plastic #6.



#### Alternative Items



#### Who is Affected?

- Any food service provider including any restaurant, grocery store, convenience store, cafeteria, farmers' market vendor, mobile food vendor, or catering operation that provides or sells prepared food or beverages on or off its premises within the Town.
- Transient lodging facilities, including hotels, motels, and bed and breakfasts that provide prepared food, regardless of whether the prepared food is complimentary or available for purchase by the consumer.
- Special event operators that require approval of a special event permit from the Town or anyone leasing a Town facility for an event.

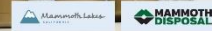
#### How to Comply

- Verify if your business currently uses EPS foodware containers.
- If you are using EPS foodware containers, contact your sales representative or wholesaler to ensure that you transition to non-EPS food packaging by January 1, 2024.
- If you believe that complying with the EPS ban would create an undue hardship or practical difficulty for your business, you may apply for an exemption of up to one year by emailing the Town Manager's Office at [plc@cityofmammothlakes.com](mailto:plc@cityofmammothlakes.com) or by calling the Town Manager's Office at (760) 933-2200. For your request, any hardship exemption granted will expire on or before December 31, 2024.

For more information, please contact Kendra Knight, Sustainability Coordinator  
760-616-4307 • [kendra.knight@warteconnections.com](mailto:kendra.knight@warteconnections.com)

## AB 1162

### SINGLE-USE HOTEL TOILETRIES



AB 1162 effectively prohibits the use of small plastic toiletries, including shampoo, conditioner, and bath soap, across California hotels and lodging establishments.

#### Small Single-Use Toiletry Items Prohibited

Shampoo and Conditioner

Soap


Lotion

Toothpaste and Mouthwash

Other Personal Care Products Such As Ear Swabs and Cotton Balls

#### Alternative Items

- Reusable personal care products
- Refillable personal care products



#### Who is Affected?

- Any lodging establishment including one or more sleeping room accommodation that is rented or otherwise provided to the public, including, but not limited to a hotel, motel, resort, bed and breakfast inn, or vacation rental, including those owner-operated and those operated by rental companies.
- Effective Jan. 1, 2023, the state mandate applies to lodging establishments with more than 50 rooms, and January 1, 2024, it will apply to all lodging establishments with 50 rooms or less.

#### How to Comply

- Verify whether your business is using small personal care products of 6oz. or less.
- If you are using small personal care products, determine what alternative(s) would work for your business, and ensure that they are being utilized on or prior to the effective date.
- AB 1162 establishes that a lodging establishment found to be in violation of this act shall be liable for a civil penalty of \$500 for the first offense and \$2,000 for a second or subsequent offenses.

For more information, please contact Kendra Knight, Sustainability Coordinator  
760-616-4307 • [kendra.knight@warteconnections.com](mailto:kendra.knight@warteconnections.com)

## AB 1276

### SINGLE-USE FOODWARE & CONDIMENTS



Effective Jan. 1, 2022, AB 1276, a state mandate, prohibits food facilities and restaurants from providing any single-use foodware accessories or standard condiments to a consumer unless requested.

#### Single-Use Foodware Accessories & Standard Condiments

Utensils

Straws

Condiment Cups and Packets

Cup Lids

Stirrers

Splash Sticks

Cocktail Sticks and Toothpicks

#### Service Requirements

**Dine-In**

Only provide single-use accessories to consumers upon request or self-serve stations.

**Third-Party Delivery**

Third-party delivery platforms shall deliver only those single-use accessories and condiments selected by the consumer.

**Take Out**

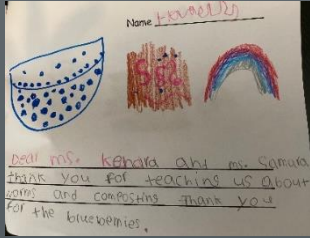
Only provide single-use accessories to consumers upon request or offer.

**Drive-Thru**

Only provide single-use accessories if they are necessary to consume prepared food or requested by the consumer.

For more information, please contact Kendra Knight, Sustainability Coordinator  
760-616-4307 • [kendra.knight@warteconnections.com](mailto:kendra.knight@warteconnections.com)

# 2023 TOML & Mono County Sustainability Outreach



**8** tower gardens placed and harvested in every TOML school, **4** CalRecycle grants written and received – for water filling stations, tower gardens, Vons enclosure and more, **1** Chamber of Commerce Business After Hours event for Mammoth Disposal, **1** ribbon cutting event for our NEW transfer station with ML Town Council, **6** school assemblies at MES, MMS and MHS, LVES & LVHS, **12** Earth Week events and recycling demos, **32** Zoom meetings, **6** bi-monthly meetings with Sustainability Coordinators of Waste Connections, **25** SB 1383, SB 1013 & SB 54 CalRecycle workshops/webinars, **8** recycling webinars and events, **87** Site Visits & Trash Assessments for businesses and multifamily.

Recycling education presentations to the following **26** groups/organizations: High Sierra Energy Foundation | Southern Mono Historical Society | Mammoth Lakes Restaurant Association | Lions Club | Mammoth Lakes Lodging Association | Mammoth Schools Wellness Committee | Community Services Solutions | Mammoth Voices | Volunteer Eastern Sierra | Bishop Elementary School | Lee Vining Elementary School | Lee Vining High School | IMACA | Noon Rotary | Trails HOA | 2 Snowcreek HOA's | Inyo 350 | 350 Mono | Lone Pine Paiute Shoshone Tribe | Bishop Chamber of Commerce | Bishop Composting Group | Mammoth Lakes Chamber of Commerce | Inyo County | Town of Mammoth Lakes | Mono County Board of Supervisors



## ➤ Our new Transfer Station!

Benton Crossing Landfill closed in December 2022. Our new Transfer Station was built to accommodate the solid waste from both Town of Mammoth Lakes and Mono County. We also built a new scale house and made updates to our Recycling/Buy Back Center. With CalRecycle grant funding we purchased a new sort line and recycling containers. Stop by for a tour!



Scan QR code for

RECYCLE RIGHT GUIDE



<p style="text-align: center;"><b>YES</b> Please recycle <i>Por favor recicla</i></p> <ul style="list-style-type: none"> <li>Cardboard - Flattened, Non-waxed </li> <li>Paper - Clean Office/Copy paper, Newspaper </li> <li>Aluminum </li> <li>Tin </li> <li>Plastic - #1 PETE &amp; #2 HDPE </li> <li>Glass - All Colors </li> </ul> <p style="text-align: right;"><b>Recycle Right</b> <i>Reciclar correctamente</i></p>	<p style="text-align: center;"><b>NO</b> These items are not recyclable <i>Estos elementos son no reciclable</i></p> <ul style="list-style-type: none"> <li>NO COVID-19 waste – gloves, masks, etc.</li> <li>NO medical waste – syringes, tubing and biohazard waste should be disposed of as such.</li> <li>NO hazardous material, household hazardous waste, propellants or chemicals.</li> <li>NO aerosol cans – may contain hazardous materials.</li> <li>NO batteries. </li> <li>NO ceramics or pottery.</li> <li>NO diapers.</li> <li>NO household glass – window panes, light bulbs, tableware.</li> <li>NO juice boxes or coated cardboard.</li> <li>NO used napkins or paper towels.</li> <li>NO plastic bags or plastic wrap. Check with your grocery store to return the bags.</li> <li>NO plastic bottle tops. Please remove before recycling your bottles.</li> <li>NO shredded paper. </li> <li>NO Styrofoam.</li> <li>NO contaminated take out containers – clean thoroughly first. AND you can only recycle plastics #1 and #2</li> <li>NO pizza boxes.</li> <li>NO tires.</li> <li>NO wire hangers.</li> <li>NO yogurt cups. </li> </ul>	<p style="text-align: center;"><b>What We Accept at the Transfer Station</b> Lo que aceptamos en el Estación de Transferencia</p> <p><b>Hazardous Waste</b></p> <ul style="list-style-type: none"> <li>Antifreeze</li> <li>Flourescent Light Bulbs</li> <li>Batteries</li> <li>Motor Oil</li> </ul> <p><b>Household</b></p> <ul style="list-style-type: none"> <li>Household Trash</li> <li>Recyclable Material</li> <li>Bulky Items: Furniture &amp; Appliances</li> <li>Green Waste: Pine Needles &amp; Yard Debris</li> <li>Construction Debris</li> <li>Ashes</li> <li>Electronics (e-waste)</li> <li>Metal</li> </ul> <p>For more info on acceptable items at the transfer station call 760-934-2201 or visit <a href="http://mammothdisposal.com">mammothdisposal.com</a></p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p><b>MAMMOTH DISPOSAL</b></p> <p>Reduce Reuse Recycle  Proudly Serving The Towns of Mammoth Lakes and All of Mono County.</p> <p>Residential, Commercial, Recycling, Roll Offs, Storage Boxes, Portable Toilets</p> <p><b>760-934-2201 • 877-413-0186</b></p> </div>
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>Questions?

Please contact:

Kendra Knight, Sustainability Coordinator, at 760.934.2201  
[kendra.knight@wasteconnections.com](mailto:kendra.knight@wasteconnections.com)





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 19, 2024

**Departments: Public Works - Solid Waste**

**TIME REQUIRED** 40 minutes

**PERSONS APPEARING BEFORE THE BOARD** Paul Roten, Public Works Director

**SUBJECT** Mono County Solid Waste Update

**AGENDA DESCRIPTION:**

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

Presentation by Public Works Director, Paul Roten regarding the Mono County Public Works Solid Waste Program.

**RECOMMENDED ACTION:**

None, informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Paul Roten

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Solid Waste Presentation</a>

**History**

Time	Who	Approval
3/15/2024 1:08 PM	County Counsel	Yes
3/15/2024 1:08 PM	Finance	Yes
3/15/2024 1:40 PM	County Administrative Office	Yes

# Mono County Public Works Solid Waste Program



PAUL ROTEN  
EVAN NIKIRK  
LOUIS MOLINA





## CA State Recycling Legislation

Directly affects Landfills Transfer Stations, businesses and residents

- ▶ AB939 Solid Waste Diversion Mandates
- ▶ AB341 Recycling Diversions
- ▶ AB1826 Organic Waste Recycling
- ▶ SB1383 – Reduce organic disposal
- ▶ SB54 – Plastic Pollution
- ▶ SB1013 –Beverage Container Recycling
  - ▶ AB179 Grants for SB1013
- ▶ SB353 – Juice Containers to CRV

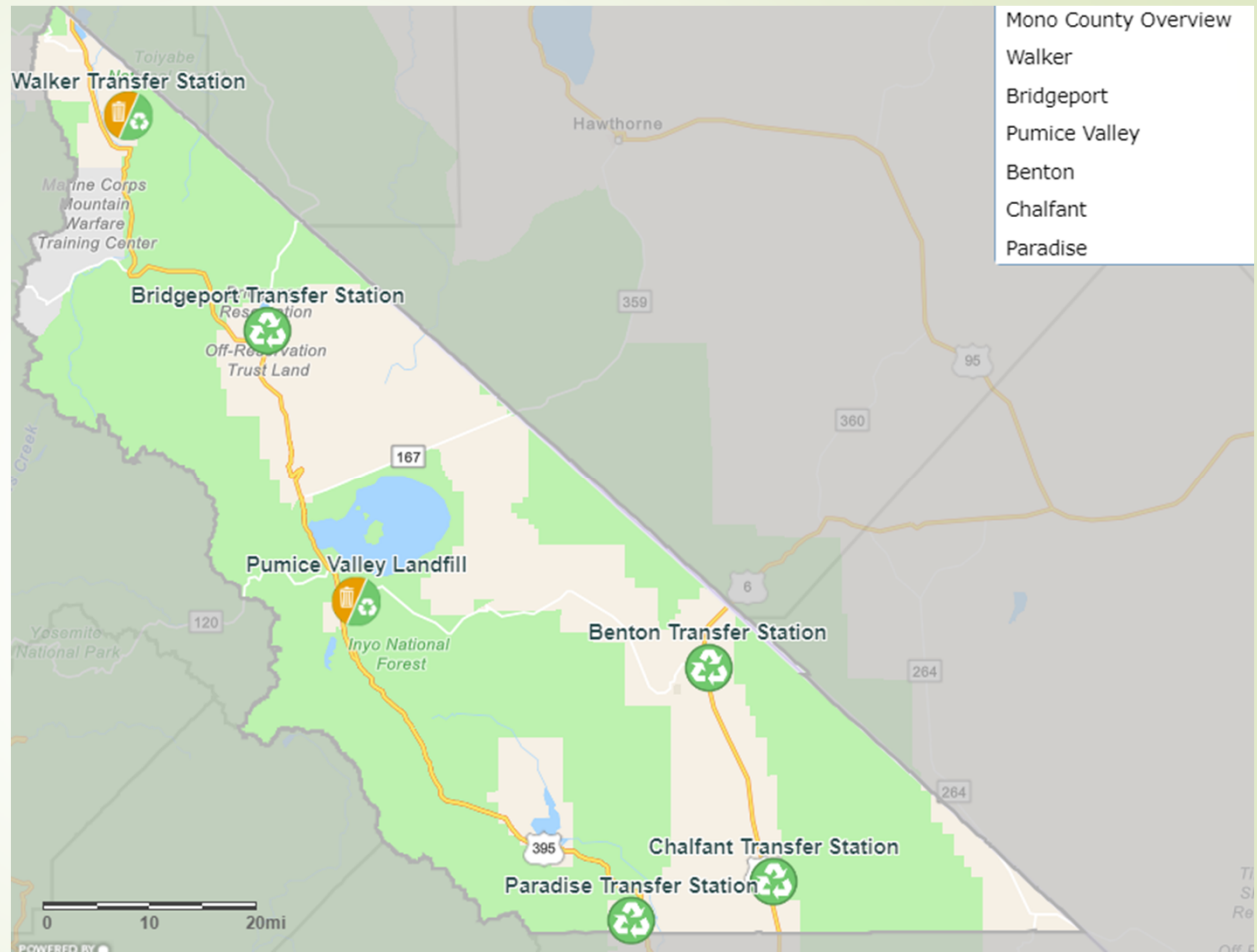
Affects businesses and residents

- ▶ AB1276 – Straws
- ▶ AB1162 – Hotel single use containers

## Education

- ▶ Recycling education at schools
- ▶ Single use Propane tank program
  - ▶ Advertised on Social Media
  - ▶ Advertised at Bluesapaloza
- ▶ Handouts.
- ▶ Website advertising

# Mono County Landfills & Transfer Stations



Mono County Public Works Solid Waste

# Landfill Responsibility

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With the Landfills, Mono County holds lifetime responsibility, even after they have been closed or converted to transfer stations.

I will further detail, but I do first want to note that Municipal Solid Waste (MSW) is no longer buried anywhere in Mono County. The Pumice Landfill and the Walker Landfill are the only two remaining landfills and only bury clean

# Benton Crossing Landfill Closure

---

At Benton Crossing while closing the gates in December of 2022, that was just the beginning of a very expensive closure process that will likely take at 5 years.

The closure process will include complete removal of all facilities, remove all recycleable trash, and bring the surface to its final cover design levels. The final cover design has been designed to limit erosive drainage conditions, and limit potential for contaminated runoff.

After that, Mono County must monitor forever. There is both water quality monitoring and gas monitoring.

# Pumice Valley Landfill Opening

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At Pumice Valley Landfill, its opening is a long process, which we are working to keep at a pace to limit each annual budget.

Many improvements are needed which are in the works. In the meantime, we have temporary facilities that our crews have done their best to work with.

# Pumice Valley

Landfill  
&  
Transfer Station  
Improvements



## Beneficial Uses

- ▶ We provide wood chips for beneficial use around the county.
- ▶ Mono County developed a biomass boiler that uses wood waste to produce heat at the Bridgeport Shop, reducing the amount of non-renewable energy consumed.
- ▶ Mattresses are collected for recycling
- ▶ Metal products such as Vehicles and Appliances are processed
  - ▶ Freon is captured for reuse
  - ▶ Metal is taken to collection locations for recycling



# Operations

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I will also have to note that we have had some big changes in staffing, with Justin's resignation.

We have hired Evan Nikirk as a consultant to help us get the solid waste program in order and develop our next steps.

We now have a very good and dedicated Landfill supervisor Steve Hall.

# Mono County SW Workplan

Mono County Solid Waste Workplan	
Benton Crossing Cover	weekly when possible
Transfer Stations to collect HHW	quarterly plus
Monitoring at each station	quarterly
Wood Waste Chipping (all except Paradise)	twice annual
Collect wood waste Benton / Chalfant	Quarterly
Paper Bins for recycling (BP and Paradise)	Quarterly
Metal Bin at Benton Transfer	every other month plus
Compacting and Cover at Walker	Quarterly
Haul treated lumber	every other month plus
Collect E waste from IT	Quarterly
Litter control offsite from Pumice	full time
non Pumice Gate attendant time	full time
Pumice Cover	full time
HazMat Handling	full time
Pumice Litter Control	full time
Pumice Wood Waste	full time
Pumice gate attendant time	full time

12

# Thank you

---

Paul Roten

[proten@mono.ca.gov](mailto:proten@mono.ca.gov)

<https://monocounty.ca.gov/solid-waste/page/landfills-and-transfer-stations>

Mono County Public Works Solid Waste





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 19, 2024

**Departments: Community Development - Long Valley Hydrologic Advisory Committee (LVHAC)**

**TIME REQUIRED** 20 minutes

**PERSONS APPEARING BEFORE THE BOARD**

Nick Criss, Compliance Officer

**SUBJECT** Contract Amendment with McGinley and Associates for Geothermal Monitoring

**AGENDA DESCRIPTION:**

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

Proposed amendment to the contract with McGinley and Associates pertaining to hydrologic monitoring in Long Valley.

**RECOMMENDED ACTION:**

Authorize Community Development Director to approve an amendment to the existing agreement with McGinley and Associates for cost increases associated with re-equipping monitoring sites in Long Valley for the period June 15, 2023, through June 30, 2024, in an amount not to exceed \$34,369.

**FISCAL IMPACT:**

The proposed contract cost increase of \$34,369 is paid by Ormat and therefore does not impact the County's general fund.

**CONTACT NAME:** Nick Criss

**PHONE/EMAIL:** 7609141419 / ncriss@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">1 Contract Amendment</a>
<a href="#">2 Existing McGinley Agreement</a>

**History**

Time

Who

Approval

3/11/2024 5:00 PM	County Counsel	Yes
3/11/2024 2:22 PM	Finance	Yes
3/13/2024 3:39 PM	County Administrative Office	Yes

# Mono County Community Development Department

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

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

March 19, 2024

**To:** Board of Supervisors  
**From:** Nick Criss, Code Enforcement Officer  
**Re:** AMENDMENT TO LONG VALLEY HYDROLOGIC MONITORING FUNDING AGREEMENTS

## Background

On 10/12/22, the Long Valley Hydrologic Advisory Committee (LVHAC) voted unanimously to have the hydrologic monitoring program required for the Ormat geothermal plant outside the Town of Mammoth Lakes for geothermal production transferred from the United States Geological Survey (USGS) to another entity. To determine the new monitoring entity, the Community Development Department released a request for proposals in early 2023. Four proposals were received, and McGinley and Associates (McGinley) was selected in April 2023. On 6/13/23, the Board approved the funding contract (Attachment 1).

## Discussion

In order to convert monitoring from the USGS to McGinley, McGinley visited all the accessible monitoring sites to assess conditions and determine the necessary scope of work. McGinley estimates an additional \$49,964 is required to re-equip the monitoring sites, of which \$15,595 will be reallocated from a task that is no longer needed (re-equipping the Hot Creek Flume). The total proposed contract cost increase is \$35,369 which is paid by Ormat, and therefore there is no impact to the County's general fund. Previously approved quarterly monitoring costs are not impacted by this change order.

Related to re-equipping the monitoring sites, Mono County is working with the landowner (LADWP) to secure access agreements to several monitoring sites. These agreements may require Board approval at a future date.

This staff report was reviewed by the Community Development Director.

## Attachments

1. McGinley and Associates Contract Amendment
2. Original signed McGinley and Ormat Agreements, with Attachment B referenced in the Amendment

**AGREEMENT AND FIRST AMENDMENT TO THE 2023 AGREEMENT BETWEEN  
THE COUNTY OF MONO AND MCGINLEY AND ASSOCIATES FOR THE  
TRANSFER OF HYDROLOGIC MONITORING SERVICES**

This Agreement and First Amendment is entered into by and between the County of Mono and McGinley and Associates (Consultant). The Local Agency and Consultant are sometimes referred to herein as the parties.

**I. Recitals**

A. The parties previously entered into an agreement on or about June 14, 2023, for the transfer of Hydrologic Monitoring services as required by the Mammoth Pacific Use Permit to monitor any potential effects of geothermal power production (the Agreement).

B. Since the enactment of the contract, cost increases have been identified by McGinley and Associates after site inspections revealed additional expenses to re-equip the monitoring sites not originally anticipated in the original cost estimates.

C. Accordingly, there is a need to amend the contract limit and schedule of fees, to provide for such additional service. McGinley estimates it will require \$49,964.00 in additional funds to achieve re-equipment of the monitoring sites, of which \$15,595.00 will be reallocated from the no longer necessary task of re-equipping the Hot Creek Flume, for a total increase needed to the contract limit of \$34,369.00." Such proposed cost increases are described in Attachment 1 to this Amendment.

**II. Terms and Conditions**

The parties hereto AGREE to amend the Agreement as follows:

1. Task 1 in Attachment B to the Agreement, the Schedule of Fees, is amended to read "Sites orientation, start-up and SAP: \$60,270.00" to reflect the change in cost to the scope of work by \$49,964.00.
2. Attachment B to the Agreement, the Schedule of Fees, is further amended to remove Task 4, "Re-equipping Hot Creek Flume: \$15,595.00."
3. Section 3.D. of the Agreement is amended to read: "The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$145,674.00."

**III. Execution**

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

**COUNTY OF MONO**

**CONSULTANT**

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

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

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

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

APPROVED AS TO FORM:

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





**Reno Office**  
6995 Sierra Center Pkwy  
Reno, Nevada 89511

775.829.2245

[www.mcgin.com](http://www.mcgin.com)

October 16, 2023

MONO COUNTY COMMUNITY DEVELOPMENT DEPARTMENT  
P.O. Box 347 / 1290 Tavern Road  
Mammoth Lakes, CA 93546

**ATTN: Mr. Nick Criss (ncriss@mono.ca.gov)**  
**CC: Mr. Jason Titus (jtitus@blm.gov)**

**RE: CHANGE ORDER NO. 1, COST ESTIMATE TO PROVIDE RE-EQUIPING OF MONITORING SITES, MAMMOTH GEOTHERMAL COMPLEX MONITORING FOR LVHAC, MONO COUNTY, CALIFORNIA**

Mr. Criss:

McGinley & Associates Inc. (McGinley) is submitting this Change Order No.1 request based on updated monitoring requirements and having visited all of the accessible monitoring sites during the third quarter 2023 monitoring event. This change order reflects McGinley's current understanding of site conditions and monitoring site requirements, and is intended to provide updated costs for the re-equipping of various LVHAC monitoring sites, conducting engineering evaluations in support of ownership transfer from USGS to Mono County, and providing miscellaneous coordination and support to Mono County for obtaining site access for future monitoring. Previously approved quarterly monitoring costs are not impacted by this change order.

McGinley understands that the USGS will continue to operate the Hot Creek flume, well CH10B, and Well SC-1 monitoring sites. Approved costs previously associated with re-equipping the Hot Creek flume have are not necessary at this time. Based on site reconnaissance during the third quarter 2023 monitoring event, McGinley anticipates re-equipping three fish hatchery sites (FH-AB, FH-CD, FH-H2,H3) and one monitoring well (LV-19). LVHAC monitoring sites and proposed equipment are summarized below.

Monitoring Location	Type of Water Source	Access and 3Q23 Monitoring Status Notes	Proposed Equipment
CH10B	Well	USGS to maintain operation/monitoring	None
SC-1	Well	USGS to maintain operation/monitoring	None
LV-19	Well	USGS owned, need access/transfer.	Pressure transducer, temperature data logger
SC-2	Well	Lock changed, transducer downloaded/water level measured.	None

Monitoring Location	Type of Water Source	Access and 3Q23 Monitoring Status Notes	Proposed Equipment
Station 10265130 (Mammoth Crk @ 395)	Surface Water	Sampled, flow measured.	None
Station 10265143 (Hot Crk AB FH)	Surface Water	Sampled, flow measured.	None
Station 10265417 (HCA)*	Surface Water	Sampled. USGS retaining flume operations through 2023	None
Station 10265150 (HCF)*	Surface Water	Sampled. USGS retaining flume operations through 2023	None
HC-3	Spring	Sampled, flow measured.	None
FH-AB	Spring	Sampled. Access/facility ownership transfer required for re-equipping. Engineering evaluation for transfer from USGS.	Telemetry, pressure transducer, temperature data logger
FH-CD	Spring	Sampled. Access/facility ownership transfer required for re-equipping.	Telemetry, pressure transducer, temperature data logger
FH-H2,3	Spring	Access/facility ownership transfer required for re-equipping. Not sampled (annual event only). Weir disrepair/located on private land. Anticipate removal flow measurement from monitoring program.	Pressure transducer, temperature data logger

The estimated cost for the additional scope of work described herein is \$49,964.00. The previously approved re-equipping cost estimated at \$15,595.00 for the Hot Creek flume is not needed at this time and it is assumed this funding can be applied toward the other sites. With this amount applied to the re-equipping needs, the total additional cost being requested in this change order is **\$34,369.00**. A cost summary table is provided in Attachment 1. Primary equipment cutsheets are provided in Attachment 2.

We appreciate the opportunity to provide hydrologic services for the LVHAC monitoring. Should you have any questions regarding this updated cost estimate and charge order request please contact us at (775) 829-2245 or (775) 848-2366 (cell).

Respectfully submitted,  
**McGinley & Associates, Inc.**

A handwritten signature in blue ink, appearing to read 'J. Fike'.

Justin Fike, P.G., C.E.M.  
Senior Hydrogeologist/Project Manager

A handwritten signature in blue ink, appearing to read 'Dwight L. Smith'.

Dwight L. Smith, PG, CHg  
Principal Hydrogeologist

Attachment 1  
Cost Summary Sheet

**Table 1. LVHAC Monitoring Site Re-Equipping Cost Estimate, Change Order No. 1**

TOTAL ESTIMATED COST	\$49,964		Task 1: Equipment Procurement and Installation		Task 2: Engineering Evaluation of Three Monitoring Sites to Support Transfer from USGS to Mono County		Task 3: Miscellaneous Support and Coordination for Site Access	
			Hours	Cost	Hours	Cost	Hours	Cost
<b>Labor Costs</b>	Rates	Unit	Hours	Cost	Hours	Cost	Hours	Cost
Principal	\$210.00	hr.	2	\$420	16	\$3,360	4	\$840
Project Manager	\$180.00	hr.	4	\$720	4	\$720	4	\$720
Senior Professional	\$165.00	hr.	4	\$660		\$0	4	\$660
Project Professional	\$150.00	hr.	32	\$4,800	16	\$2,400		\$0
Staff Professional I	\$130.00	hr.	32	\$4,160	32	\$4,160		\$0
GIS Specialist	\$130.00	hr.		\$0	4	\$520		\$0
Administration	\$76.00	hr.	2	\$152	1	\$76	2	\$152
<b>Subtotal Labor =</b>			<b>76</b>	<b>\$10,912</b>	<b>73</b>	<b>\$11,236</b>	<b>14</b>	<b>\$2,372</b>
<b>Other Direct Costs (ODCs)</b>	Rates	Unit	Units	Cost	Units	Cost	Units	Cost
In-Situ® Bluetooth Communication Unit	\$690	unit	1	\$690				
In-Situ® Pressure Transducers/Temperature Loggers	\$2,658	unit	4	\$10,632				
In-Situ Telemetry Package	\$4,150	unit	2	\$8,300				
Telemetry Data Access (Two Stations One Year)	\$53	month	24	\$1,272				
Installation Materials	\$475	unit	5	\$2,375				
Mileage	\$0.66	mile	475	\$311	415	\$272		
Per Diem and Lodging	\$199	day	6	\$1,194	2	\$398		
<b>Subtotal ODCs =</b>			<b>-</b>	<b>\$24,774</b>	<b>-</b>	<b>\$670</b>	<b>-</b>	<b>\$0</b>
<b>TOTAL TASK COST</b>			<b>\$35,686</b>		<b>\$11,906</b>		<b>\$2,372</b>	

Total Estimated Cost	\$49,964
Previous Approved Re-equipping Costs	\$15,595
<b>Total CO#1 Request</b>	<b>\$34,369</b>

Notes:

1. Task 1 includes equipment procurement and installation at sites.
2. Task 2 includes conducting an onsite engineering evaluation for submittal to USGS in support of transferring monitoring site access and ownership from USGS to Mono County. Assumes four site evaluations will be required.
3. Task 3 includes miscellaneous support to Mono County in coordinating site access for future monitoring activities.

# Attachment 2

## Primary Equipment Cutsheets



## Level TROLL® 700H Data Logger

MEETS OSW SPEC

**COMPLY WITH THE OFFICE OF SURFACE WATER BY USING THE INDUSTRY'S MOST ACCURATE PRESSURE TRANSDUCER. THE LEVEL TROLL® 700H DATA LOGGER MEETS THE USGS SURFACE WATER SPECIFICATION OF  $\pm 0.01$  FOOT. THE VENTED (GAUGED) LEVEL TROLL® 700H DATA LOGGER PROVIDES CONTINUOUS WATER LEVEL, WATER PRESSURE, AND TEMPERATURE MEASUREMENTS, WITH TITANIUM CONSTRUCTION FOR DURABILITY AND LONG-LASTING PERFORMANCE IN ANY ENVIRONMENT.**

### BE EFFECTIVE

- **Increase productivity:** Reduce training and installation time with In-Situ intuitive software platform and integrated components. Patented twist-lock connectors, included on Level TROLL 700H Loggers and RuggedCable® Systems, ensure error-free deployments.
- **Select a logging mode that suits your application:** Linear, Fast Linear, Linear Average, Event, Step Linear, and True Logarithmic. Automate data collection and customize logging intervals. Capture multiple peak flow events on one data log by using the Event logging mode.
- **Streamline data management:** Connect wirelessly to your data loggers through the VuSitu Mobile App and Wireless TROLL Com. Consolidate all site information on your mobile device, and tag data with site photos and GPS coordinates. Log data to your smartphone and download results in a Universal Data File, or integrate with

VuLink Telemetry and cloud-based HydroVu Data Services for real-time data access and reporting. Simplify instrument setup, reduce errors and improve data utilization with VuSitu's Log Setup Assistant and Panoramic Live Data.

### BE RELIABLE

- **Deploy in all environments:** Install loggers in fresh water, saltwater, and contaminated waters. Solid titanium, sealed construction outperforms and outlasts specially-coated data loggers.
- **Log accurate data:** Get optimal accuracy under all operating conditions. Sensors undergo a 3D, NIST-traceable factory calibration across the full pressure and temperature range. Collect accurate surface water data with this vented (gauged) logger – no barometric compensation required.
- **Get long-lasting operation:** Reduce trips to the field with this low-power logger that typically operates for 10 years or 2 million readings. 8-36 VDC input is compatible with external batteries and solar power. Outputs include standard Modbus/RS485, SDI-12, and 4-20 mA.

### TOTAL FIELD SUPPORT

- Receive free, 24/7 technical support and online resources.
- Order data loggers and accessories from the In-Situ website.
- Get guaranteed 7-day service for maintenance (U.S.A. only).

[www.in-situ.com](http://www.in-situ.com)

CALL OR CLICK TO PURCHASE OR RENT  
1-800-446-7488 (toll-free in U.S.A. and Canada)  
1-970-498-1500 (U.S.A. and international)

### Applications:

- REAL-TIME MEASUREMENT OF HYDROLOGIC CONDITIONS, INCLUDING PEAK STREAMFLOW AND GAGE HEIGHT
- STREAM AND RIVER GAGING
- COASTAL DEPLOYMENTS: TIDE/HARBOR LEVELS, STORM SURGE SYSTEMS, AND WETLANDS RESEARCH
- STORMWATER MANAGEMENT

GENERAL	LEVEL TROLL 700H DATA LOGGER
TEMPERATURE RANGES <sup>1</sup>	Operational: -20 to 80° C (-4 to 176° F) Storage: -40 to 80° C (-40 to 176° F) Calibrated: 0 to 40° C (32 to 104° F)
DIAMETER	1.83 cm (0.72 in.)
LENGTH	21.6 cm (8.5 in.)
WEIGHT	124 g (0.27 lb)
MATERIALS	Titanium body; Delrin® nose cone
OUTPUT OPTIONS	Modbus/RS485, SDI-12, 4-20 mA
BATTERY TYPE & LIFE <sup>2</sup>	3.6V lithium; 10 years or 2M readings
EXTERNAL POWER	8-36 VDC
MEMORY Data records <sup>3</sup> Data logs	4.0 MB 260,000 50
FASTEST LOGGING RATE & MODBUS RATE	4 per second
FASTEST SDI-12 & 4-20 MA OUTPUT RATE	1 per second
LOG TYPES	Linear, Fast Linear, Linear Average, Event, Step Linear, True Logarithmic
REAL-TIME CLOCK	Accurate to 1 second/24-hour period
SENSOR TYPE/ MATERIAL	PIEZORESISTIVE; TITANIUM
RANGE	Gauged (vented) 15 psig; 11 m (35 ft)
BURST PRESSURE	Maximum 2x the range; burst >3x range
ACCURACY <sup>4</sup>	±0.01 foot up to 15 ft and ±0.1% of reading > 15 ft
RESOLUTION	±0.005% FS or better
UNITS OF MEASURE	Pressure: psi, kPa, bar, mbar, mmHg, inHg, cmH2O, inH2O Level: mm, cm, m, in., ft
TEMPERATURE SENSOR	SILICON
ACCURACY	±0.1° C
RESOLUTION	0.01° C or better
UNITS OF MEASURE	Celsius or Fahrenheit
WARRANTY <sup>5</sup>	3 years



Wireless TROLL Com allows you to connect to your data loggers wirelessly using your Android device. Quickly set up logs with easy-to-use guided workflows. Calibrate any instrument that is connected.



Open communications protocols easily integrate with Tube & Cube Telemetry Systems, or existing third-party telemetry systems.



Get real-time, decision-quality data anywhere, anytime with cloud-based HydroVu Data Services. HydroVu gives you up-to-date access to your data while simplifying the task of filtering the data for important results.



The Level TROLL 700H meets the USGS surface water specification is ±0.01 ft up to 10 ft or 0.10% of the effective stage.

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**AGREEMENT BETWEEN COUNTY OF MONO  
AND MCGINLEY & ASSOCIATES  
FOR THE PROVISION OF HYDROLOGIC MONITORING SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of McGinley and Associates of Reno, Nevada (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 Director of the Mono County Community Development Department, 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.

**2. TERM**

The term of this Agreement shall be from June 15, 2023, to June 30, 2024, at which time it shall automatically renew for up to four (4) subsequent one-year terms, unless either party gives written notice of non-renewal to the other party prior to June 30 of the then-current term, or unless sooner terminated as provided below.

**3. CONSIDERATION**

A. Compensation. 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 \$111,305.00 in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (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 \$2,000,000 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, \$2,000,000 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 10 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 10 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 11 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 13 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.

## **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 23.

## **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 23.

## **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 Community Development  
Wendy Sugimura  
PO Box 347  
Mammoth Lakes, CA 93546

Contractor:  
McGinley & Associates  
6995 Sierra Center Parkway  
Reno, NV 89511

## **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.

## **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**

By: Wendy Sugimura

Title: Community Development Director

/Dated: Jun 14, 2023

APPROVED AS TO FORM:

E. Huff


County Counsel

APPROVED BY RISK MANAGEMENT:

J. Stone

Risk Manager

**CONTRACTOR**

By: Anthony Dimpel 

Title: Area Director – Northern NV

Dated: 6/7/2023

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND MCGINLEY & ASSOCIATES  
FOR THE PROVISION OF HYDROLOGIC MONITORING SERVICES**

**TERM:**

**FROM: JUNE 15, 2023      TO: JUNE 30, 2024**

**SCOPE OF WORK:**

**LVHAC (G1-G3\_ Program:**

Take Groundwater Level Measurements via Transducer at wells CH10B, LV-19, SC-1, and SC-2.

- Surface Water Discharge and Water Quality Measurements at Stations 10265130, 10265143, 10265417 (HCA), and 10265150 (HCF).
- Spring Flow and Water Quality Measurements at Spring IDs AB, CD, H-2, H-3, and Thermal Spring on Hot Spring in Creek Gorge, consisting of:
  - Continuous stage and water temperature measurements at the Fish Hatchery Spring groups AB, CD, H-2 and H-3; used to compute daily mean flow rates.
  - Meter measurements to confirm discharge ratings.
  - Annual water sample collection at spring groups AB, CD, H-2 and H-3, analyzed for major ions, nutrients, arsenic, boron, fluoride and lithium.
  - Quarterly sampling at AB and CD analyzed for dissolved chloride and boron.
  - Field measurements of water temperature, specific conductance, pH and alkalinity taken during each sampling.
- Compile data, collected on a quarterly basis, in a format suitable for entry into the Mammoth Complex hydrologic data portal, as provisional data.
  - o Water level, temperature, and flow data will be used to compute daily average values, and the continuous (20-minute) data will be compiled for use and review.
  - o All data will go through QA/QC review at the end of the year, as part of the publication of the Annual Summary Report.
  - o Data compilation will include conversion of pressure to water level data by using the true elevations and the site-specific reporting datum that has been historically used.
  - o Stage data at the Hot Creek Flume and for springs at the fish hatchery will be converted to discharge values using available rating tables.
  - o Chemistry data will be reported in units consistent with historical reporting.

Prepare biannual data summary reports for the data collected during the Q1 and Q2 2023 sampling events and one annual summary report which will include a summary of all data collected during 2023. No stand-alone biannual data summary report for Q3 or Q4 2023 will be required since that data will be included in the annual summary report. All reports will be stamped by a California-registered Professional Geologist/certified Hydrogeologist.

This Scope of Work shall also reflect the work as described in the McGinley & Associates Proposal for Administration of Hydrologic Data Collection and Monitoring Program for Ormat Nevada Inc.'s Geothermal Facility in Mammoth Lakes, California.

This Scope of Work may be further described in the McGinley & Associates Proposal for the Administration of Hydrologic Monitoring and Data Collection and Monitoring Program for Ormat Nevada Inc.'s Geothermal Facility in Mammoth Lakes CA, Dated March 3, 2023

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND MCGINLEY & ASSOCIATES  
FOR THE PROVISION OF HYDROLOGIC MONITORING SERVICES**

**TERM:**

**FROM: JUNE 15, 2023      TO: JUNE 30, 2024**

**SCHEDULE OF FEES:**

Task	Description	Estimated Cost
1	Sites orientation, start-up and SAP	\$10,306.00
2	Groundwater (non-GMRP sites), springs and surface water measurements and sampling, including surface water chemistry analyses	\$58,328.00
3	Data compilation and reporting	\$19,376.00
4	Re-equipping Hot Creek Flume	\$15,595.00
5	Attend LVHAC meetings (2 held in Bishop or Mammoth Lakes, CA)	\$7,700.00

**Total Estimated Cost                      \$111,305.00**

See McGinley & Associates Attachment table for more detailed cost breakdown.

**AGREEMENT BETWEEN THE COUNTY OF MONO  
AND ORMAT NEVADA, INC. PROVIDING FOR THE REIMBURSEMENT  
OF COSTS FOR COMPLYING WITH THE LONG VALLEY HYDROLOGIC  
ADVISORY COMMITTEE MONITORING PROGRAM FOR 2023/24**

**THIS AGREEMENT** is made and entered into between the County of Mono, a political subdivision of the State of California (“County”), and Ormat Nevada, Inc., a corporation organized under the laws of Delaware (“Ormat”).

**WHEREAS**, conditions of approval D.9 and D.11 of Mono County Use Permit OIE-02-86 for the Mammoth Pacific (MP) II power plant require that the owner, currently Ormat, participate in the monitoring plan (“Program”) of the Long Valley Hydrologic Advisory Committee (“LVHAC”) and fund the costs associated with implementation of the Program; and

**WHEREAS**, on March 13<sup>th</sup>, 2023, the joint selection committee approved the proposal submitted by McGinley and Associates to conduct future hydrologic monitoring through June 30, 2024 and entered into an agreement for those services, attached hereto as Exhibit A and incorporated herein by this reference (the “McGinley Agreement”);

**WHEREAS**, the County and Ormat wish to set forth their mutual agreement regarding the reimbursement of County by Ormat for costs charged to County pursuant to the McGinley Agreement;

**NOW, THEREFORE**, in consideration of the mutual benefits, promises, covenants, terms, and conditions hereinafter contained, County and Ormat agree as follows:

1. County agrees to make payment to McGinley and Associates in accordance with the terms in the McGinley Agreement, including any modifications to the McGinley Agreement made in accordance with paragraphs 21 or 22 thereof; provided, however, that County shall not agree to increased payments to McGinley without advance written consent of Ormat. Such notice shall be provided to Ormat sixty (60) days prior to any modification resulting in increased payments to McGinley and Ormat shall have thirty (30) days to respond.

2. Ormat agrees to reimburse County, within thirty (30) business days of receiving a detailed written invoice or request as set forth below, the total amount expended by County under Paragraph 1.

[CONTINUED ON NEXT PAGE]

- A. Written invoices or requests for reimbursement by County shall be emailed to Ormat as follows:

Ormat Nevada, Inc.  
Attn: Nathan Garner  
6140 Plumas Street  
Reno, NV 89519  
[invoices.us@ormat.com](mailto:invoices.us@ormat.com)  
[ngarner@ormat.com](mailto:ngarner@ormat.com)

- B. Reimbursement shall be sent by Ormat to County as follows:

Mono County Community Development Department  
Attn: Megan Mahaffey  
P.O. Box 347  
Mammoth Lakes, CA 93546

3. **Term.** The term of this Agreement shall be coterminous with the term of the McGinley Agreement, including any extensions thereto agreed to by County and McGinley and Associates in accordance with Section 1 of this Agreement.

4. **Amendments.** No alteration or variation in the terms of this Agreement shall be valid or binding unless made in writing and signed by the parties hereto.

5. **Hold harmless.** Ormat shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement, or the McGinley Agreement, by Ormat, McGinley, or their agents, officers, or employees. This obligation applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use, caused or alleged to be caused in whole or in part by any act or omission of Ormat, McGinley, or their agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

6. **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 Applicant or County shall be required to make, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to the respective parties as follows:

[CONTINUED ON NEXT PAGE]

**If to County:**

Mono County Community Development  
Department  
Attn: Wendy Sugimura, Director  
P.O. Box 347  
Mammoth Lakes, CA 93546

**If to Ormat:**

Ormat Nevada, Inc.  
Attn: Legal  
6140 Plumas Street  
Reno, NV 89519  
[ContractNotices@ormat.onmicrosoft.com](mailto:ContractNotices@ormat.onmicrosoft.com)

7. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto, 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.

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

IN WITNESS THEREOF, County and Ormat have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**COUNTY OF MONO**

By: Wendy Sugimura  
Print Name: Wendy Sugimura  
Title: Community Development Director  
Date: Jun 14, 2023

**ORMAT NEVADA, INC.**

By: Elizabeth Helms  
Print Name: Elizabeth Helms  
Title: Corporate Secretary  
Date: June 8, 2023

APPROVED AS TO FORM:

Emitt  
Mono County Counsel's Office

APPROVED BY RISK MANAGEMENT:

[Signature]  
Mono County Risk Manager



**EXHIBIT A**

**2023 McGinley and Associates Agreement**

See Attached



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    March 19, 2024

**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): Sandra Moberly, Mary Booher, Stacey Simon, Janet Dutcher, and Christine Bouchard. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

Time	Who	Approval
3/11/2024 2:31 PM	County Counsel	Yes
3/6/2024 2:35 PM	Finance	Yes
3/13/2024 1:53 PM	County Administrative Office	Yes





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    March 19, 2024

**TIME REQUIRED**

**SUBJECT**            Closed Session - Public Employee  
                                 Evaluation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
3/11/2024 2:31 PM	County Counsel	Yes
3/11/2024 2:07 PM	Finance	Yes
3/13/2024 1:53 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 19, 2024

**Departments: County Administrative Office**

**TIME REQUIRED** 1:00 PM (30 minutes)

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Sandra Moberly, County  
Administrative Officer

**SUBJECT** Tour of the Parcel - Affordable  
Housing Project

**AGENDA DESCRIPTION:**

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

Tour of the Parcel Affordable Housing Project with the Board of Supervisors

**RECOMMENDED ACTION:**

Conduct a tour of the Parcel Affordable Housing Project (50/62 Inyo Street, the closest cross streets are Tavern Road and Laurel Mountain Road).

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Danielle Patrick

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available

**History**

Time	Who	Approval
3/14/2024 4:01 PM	County Counsel	Yes
3/15/2024 11:29 AM	Finance	Yes
3/15/2024 1:04 PM	County Administrative Office	Yes

