



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

Regular Meeting October 12, 2021

TELECONFERENCE INFORMATION

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

Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below. If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting
http://monocounty.granicus.com/MediaPlayer.php?publish_id=8c4d8d56-9aa6-4b8a-ace3-1fbaaecbf14a

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/91429729043>

Or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 914 2972 9043.

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

To join the meeting by telephone:

Dial (669) 900-6833, then enter Zoom Webinar ID 914 2972 9043.

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

NOTE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5530 or bos@mono.ca.gov. 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. 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.

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

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

HEARD.

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. RECOGNITIONS

A. Proclamation Designating the Month of October 2021 Domestic Violence Awareness Month

Departments: Clerk of the Board
10 minutes

(Matias Bernal, Wild Iris Executive Director) - Proclamation designating the month of October 2021 as Domestic Violence Awareness Month.

Recommended Action: Approve proclamation designating the month of October 2021 as Domestic Violence Awareness Month.

Fiscal Impact: None.

3. COUNTY ADMINISTRATIVE OFFICE

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

4. DEPARTMENT/COMMISSION REPORTS

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. FY 2020-2021 County Audit Engagement Letter

Departments: Finance

This audit engagement letter between the County of Mono and the audit firm of Price Paige & Company, and subject to an existing contract for services entered into on August 7, 2018, establishes an understanding about the audit services to be performed and the responsibilities of each party.

Recommended Action: Approve Chair of the Board of Supervisors signature on the Fiscal Year 2020 - 2021 audit engagement letter between the County of Mono and the audit firm of Price Paige & Company.

Fiscal Impact: The cost of this audit for FY 2020-2021 is \$75,293, which is included in the department's adopted budget for FY 2021-2022.

B. Green Fox Events Contract Agreement for Services

Departments: Public Health

Mono County has been allocated \$350,000 through the WeVax+ funding opportunity for vaccine-related services to increase vaccination rates amongst communities that the COVID-19 pandemic has disproportionately burdened. \$100,000 of that funding has been allocated towards Outreach Events. Green Fox Events and Guest Services will provide event management and coordination for two (2) separate COVID-19 Vaccine Outreach Events. The first is scheduled for October 17, 2021, with the second date to be determined.

Recommended Action: Approve County entry into the proposed contract. Provide any desired direction to staff.

Fiscal Impact: There is no impact to the County General Fund. Not to exceed \$100,000, funded through WeVax+ Grant.

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 from Fire Safe Councils of the Eastern Sierra Regarding Concerns about Wildfire Activity

Letter from Fire Safe Councils of the Eastern Sierra and members of the Regional Forest and Fire Capacity Program regarding concerns about wildfire activity in and around our communities.

B. State Water Resources Control Board Order Approving Petitions for Change and Issuing Amended Licenses 10191 and 10192

State Water Resources Control Board, Division of Water Rights order approving petitions for change and issuing amended Licenses 10191 and 10192 (Applications 8042 and 8043) held by the City of Los Angeles, Department of Water and Power (LADWP).

The petitions include a request to modify flow regimes in four creeks tributary to Mono Lake as recommended in the 2010 Mono Basin Stream Restoration and Monitoring Program: Final Report on Synthesis of Instream Flow Recommendations to the State Water Resources Control Board and the Los

Angeles Department of Water and Power. The change in flow regimes would trigger the need for construction of a new outlet at Grant Lake Reservoir (GLR) to achieve such flows. Other changes include implementation of conditions consistent with the 2013 Settlement Agreement Regarding Continuing Implementation of Water Rights Orders 98-05 and 98-07 between LADWP and interested parties for the continuance of stream and habitat restoration of tributary creeks to Mono Lake.

7. REGULAR AGENDA - MORNING

A. Review and Declaration of September 14, 2021, California Gubernatorial Recall Election Results

Departments: Elections

5 minutes

(Scheereen Dedman, Registrar of Voters) - Presentation of certified election results. Request for declaration of results. To view the complete Statement of Vote (that will be submitted to the Secretary of State electronically, when available), visit the link below:

<https://monocounty.ca.gov/elections/page/september-14-2021-california-gubernatorial-recall-election-results>

Recommended Action:

- 1) Approve as correct the Statement of Votes for the September 14, 2021, California Gubernatorial Recall Election; and
- 2) Pursuant to the Statement of Vote, approve as correct the total votes cast for the September 14, 2021, California Gubernatorial Recall Election.

Fiscal Impact: None.

B. Presentation - Building a Financially Resilient Mono County

Departments: Finance

45 minutes (30 minutes presentation, 15 minutes discussion)

(Janet Dutcher, Finance Director) - This is an updated version of a May 15, 2018, presentation given by the Finance Department about Government Finance Officers' Association (GFOA) identification of eight essential characteristics of a financially resilient system and the building blocks of long-term financial planning. This is a good opportunity to revisit this framework in advance of the October 19th workshop discussing Mono County revenues and revenue enhancement opportunities.

Recommended Action: None. Presentation only.

Fiscal Impact: None.

C. COVID-19 (Coronavirus) Update

Departments: CAO, Public Health

30 minutes

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

Recommended Action: None, informational only.

Fiscal Impact: None.

D. 30-day Review of Campfire Ordinance Prohibiting Open Fires on Private Property and County-Operated Campgrounds in Unincorporated Mono County

Departments: CAO

10 minutes

(Robert C. Lawton, CAO) - The Board has requested that the Ordinance prohibiting open fires on private property and County-operated campgrounds within unincorporated Mono County (Ord. 21-08), adopted as an urgency measure on August 17th, be reviewed every thirty days for consideration of continuing need.

Recommended Action: Review Ord. 21-08 and determine whether there is a continuing need to prohibit open fires on private property and in County-operated campgrounds. Provide desired direction to staff.

Fiscal Impact: None at this time.

E. Mountain View Fire Update and Review of Emergency Declarations

Departments: Mountain View Fire Emergency Operations Center

10 minutes

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

Recommended Action: Hear report from Incident Command and involved staff regarding status of Mountain View Fire response and recovery efforts.

Determine whether there is a need to continue the local state of emergency declared on November 17, 2020 and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020).

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

F. Approval / Delegated Authority to Write a Letter to State Assemblymember Bigelow and State Senator Borgeas Regarding Public Resources Trailer

Bill (SB 155)

Departments: Board of Supervisors

15 minutes

(Supervisor Corless) - This item was requested by Supervisor Corless for the purpose of seeking the Board's approval/delegated authority to write a letter to State Assemblymember Bigelow and State Senator Borgeas expressing the Board of Supervisors' disagreement with their recent vote against Senate Bill 155 (Public Resources Trailer Bill).

Recommended Action: Consider and potentially authorize Supervisor Corless to draft and execute on behalf of the Board a letter to Assemblymember Bigelow and Senator Borgeas.

Fiscal Impact: None.

G. Letter to USFS Regarding Decision Memo Issued for KORE Mining Long Valley Drilling Exploration

Departments: Community Development

10 minutes

(Wendy Sugimura, Community Development Director; Emily Fox, Deputy County Counsel) - Letter to the Inyo National Forest requesting input, a timeline and regular updates regarding KORE Mining Ltd.'s exploratory drilling project in Long Valley.

Recommended Action: Approve and authorize Chair to sign proposed letter as drafted or as revised by the Board.

Fiscal Impact: None.

H. Local Enforcement Agency (LEA) Independent Hearing Officer

Departments: Public Health

10 minutes

(Louis Molina, Environmental Health Director) - Proposed Resolution would replace the current LEA Independent Hearing Panel with an Independent Hearing Officer.

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

Fiscal Impact: There is no fiscal impact to the General Fund. In the case that an Independent Hearing Officer is needed, a contract for the Hearing Officer will be in place with an independent contractor to fill this need. Costs would come out of the Environmental Health budget for that fiscal year.

I. Employment Agreement - Risk Manager

Departments: HR and County Counsel

5 minutes

(Stacey Simon, County Counsel) - Proposed resolution approving a contract with Jacob Sloane as Risk Manager, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Adopt Resolution R21-____, approving a contract with Jacob Sloane as Risk Manager, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost for an entire fiscal year is \$123,807 of which \$99,552 is salary and \$24,255 is the cost of benefits, and was included in the approved budget.

8. 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.

9. CLOSED SESSION

A. Closed Session - Labor Negotiations

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

B. Closed Session - Initiation of Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: two.

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 October 12, 2021

Departments: Clerk of the Board

TIME REQUIRED 10 minutes

SUBJECT Proclamation Designating the Month
of October 2021 Domestic Violence
Awareness Month

**PERSONS
APPEARING
BEFORE THE
BOARD**

Matias Bernal, Wild Iris Executive
Director

AGENDA DESCRIPTION:

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

Proclamation designating the month of October 2021 as Domestic Violence Awareness Month.

RECOMMENDED ACTION:

Approve proclamation designating the month of October 2021 as Domestic Violence Awareness Month.

FISCAL IMPACT:

None.

CONTACT NAME: Matias Bernal

PHONE/EMAIL: 760-873-6601 / MBernal@wild-iris.org

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Proclamation](#)

History

Time	Who	Approval
10/5/2021 11:48 AM	County Counsel	Yes
9/30/2021 12:09 PM	Finance	Yes
10/7/2021 5:19 PM	County Administrative Office	Yes



OCTOBER 2021 DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION

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

WHEREAS, domestic violence programs in California provide essential, lifesaving services for victims and their children fleeing violence; and

WHEREAS, advocates and organizations work on behalf of victims every day. Domestic violence shelters and services, law enforcement officials, health care providers, court systems and legal aid providers, tribal organizations, and others are all an integral part of the effort to end domestic violence and must be recognized and applauded for their work; and

WHEREAS, victims of domestic violence embody incredible strength and resilience; and

WHEREAS, there is a need to increase the public awareness and understanding of domestic violence and the needs of victims; and

WHEREAS, domestic violence affects women, men, and children of all racial, ethnic, cultural, social, religious, and economic groups in the United States and here in California; and

WHEREAS, the marginalization of certain groups in society, including undocumented individuals, transgender individuals, and people living with disabilities, increases their vulnerability to intimate partner violence; and

WHEREAS, according to the American Psychological Association, women with disabilities have a 40 percent greater risk of intimate partner violence than women without disabilities; and

WHEREAS, American Indian women residing on reservations suffer domestic violence and physical assault at rates 50% higher than women of other races and at least 70% of this violence is committed by persons of another race; and

WHEREAS, recognizing the need to understand the complexity of violence as perpetuated within communities and against communities, and the fear of many victims to report to law enforcement; and

WHEREAS, domestic violence has a significant economic impact on women, throughout the country, an estimated 8 million days of paid work is lost as the result of intimate partner violence. Domestic violence costs \$8.3 billion in expenses annually: a combination of higher medical costs (\$5.8 billion) and lost productivity (\$2.5 billion); and

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



WHEREAS, all victims deserve access to culturally appropriate programs and services to increase their safety and improve their life situations; and

WHEREAS, approximately 40% of California women experience physical intimate partner violence in their lifetimes; and

WHEREAS, women 18-24 years of age are significantly more likely to be victims of physical intimate partner violence than women in other age groups; and

WHEREAS, on average, nearly 20 people per minute are physically abused by an intimate partner in the United States. During one year, this equates to more than 10 million women and men; and

WHEREAS, on a typical day, there are more than 20,000 phone calls placed to domestic violence hotlines nationwide; and

WHEREAS, the total number of domestic violence-related calls for assistance to law enforcement in 2020 was 160,646; and

WHEREAS, the total number of domestic violence-related calls for assistance involving a firearm in 2020 was 1,974; and

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

WHEREAS, Wild Iris Family Counseling & Crisis Center received 6,460 calls to our hotline in 2020; and

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

NOW, THEREFORE, the Mono County Board of Supervisors proclaims October 2021 as “Domestic Violence Awareness Month” in Mono County.

APPROVED AND ADOPTED this 5th day of October 2021, by the Mono County Board of Supervisors.

Jennifer Kreitz, Supervisor District #1

Rhonda Duggan, Supervisor District #2

Bob Gardner, Supervisor District #3

John Peters, Supervisor District #4

Stacy Corless, Supervisor District #5



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 12, 2021

Departments: Finance

TIME REQUIRED

SUBJECT FY 2020-2021 County Audit
Engagement Letter

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

This audit engagement letter between the County of Mono and the audit firm of Price Paige & Company, and subject to an existing contract for services entered into on August 7, 2018, establishes an understanding about the audit services to be performed and the responsibilities of each party.

RECOMMENDED ACTION:

Approve Chair of the Board of Supervisors signature on the Fiscal Year 2020 - 2021 audit engagement letter between the County of Mono and the audit firm of Price Paige & Company.

FISCAL IMPACT:

The cost of this audit for FY 2020-2021 is \$75,293, which is included in the department's adopted budget for FY 2021-2022.

CONTACT NAME: Janet Dutcher

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report
<input type="checkbox"/> Audit Engagement Letter

History

Time	Who	Approval
10/6/2021 12:58 PM	County Counsel	Yes

9/30/2021 12:07 PM

Finance

Yes

10/7/2021 5:19 PM

County Administrative Office

Yes



DEPARTMENT OF FINANCE

AUDITOR-CONTROLLER

COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

Gerald Frank
Assistant Finance Director
Treasurer - Tax Collector

To: Honorable Board of Supervisors

From: Janet Dutcher, Finance Director

Date: October 12, 2021

Re: FY 2020-2021 audit engagement letter

The purpose of this audit engagement letter is to make clear our professional relationship with the independent audit firm of Price Paige & Company. It sets forth the County's responsibilities and the auditor responsibilities concerning the conduct of the audit engagement, the engagement of which is required by state law and grantor agreements to be conducted each fiscal year.

The audit engagement covers the following:

- Purpose of the audit engagement
- Scope of the audit engagement
- Standards the audit firm will use to conduct the engagement
- What the audit firm will do and will not do
- Instructions to the County and what the County's responsibilities are
- What facts the audit firm are relying upon
- Billing rates and fees

Auditing standards advise the audit firm to address the engagement letter to both management and those charged with governance, which is the County Board of Supervisors. This result is because (1) auditing standards require the auditor, for each audit engagement, obtain management's agreement that we acknowledge and understand our financial responsibilities, and, (2) communicates the auditor's responsibilities concerning the conduct of the audit with those charged with governance of the County.

This engagement letter serves both purposes and our signatures signify we understand our fiscal and compliance responsibilities concerning the auditor's work and we acknowledge the auditor's responsibility for conducting the engagement and the planned scope and timing of the audit.



September 21, 2021

Janet Dutcher, Finance Director
Jennifer Kreitz, Board Chair
County of Mono
25 Bryant Street
P.O. Box 556
Bridgeport, CA 93517

We are pleased to confirm our understanding of the services we are to provide County of Mono, California (the "County") for the year ending June 30, 2021, and pursuant to the contract for services entered into on August 7, 2018. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the County as of and for the year ending June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Changes in Net Pension Liability/(Asset) and Related Ratios
- 3) Schedule of Contributions - Pension
- 4) Schedules of Changes in Net OPEB Liability and Related Ratios
- 5) Schedule of Contributions – OPEB
- 6) Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining and Individual Fund Statements

The following other information accompanying the financial statements, as included in the County's Comprehensive Annual Financial Report, will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section
- 2) Statistical Section

570 N. Magnolia Avenue, Suite 100
Clovis, CA 93611

tel 559.299.9540

fax 559.299.2344

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Supervisors of the County of Mono. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the schedule of expenditures of federal awards and related notes of the County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems

designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also

responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with all nonaudit services we provide. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Electronic Data Communication and Storage and Use of Third-Party Service Provider

In the interest of facilitating our services to the County, we may communicate by facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the County may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as providers of tax return preparation and document management software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Price Paige & Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Price Paige & Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date.

Fausto Hinojosa, CPA, CFE, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for the 2021 audit for the County are not expected to exceed \$75,293 and are detailed as follows:

County Audit	\$56,238
Single Audit	14,420
Out-of-Pocket Expenses (meals, lodging, travel)	<u>4,635</u>
Total:	<u>\$75,293</u>

If more than three major federal programs are required to be audited, then additional audit fees may be applied. These fees will be discussed with the Finance Director for approval prior to commencing the work. Our fee estimates are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you before we incur the additional costs. Our fees for these services will be billed at the hourly billing rates for the individual involved, plus out-of-pocket expenses. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. We will issue a monthly billing statement for the work completed in that month. Payments for services are due when rendered and interim billings may be submitted as work progresses and expenses are incurred.

If any dispute pertaining to our work product arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

All work will be suspended if your account becomes 90 days past due. No work will be resumed until your account is fully paid. Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We appreciate the opportunity to be of service to the County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please return a signed copy to us via email or regular mail at your earliest convenience.

Very truly yours,



Fausto Hinojosa, CPA, CFE
Price Paige & Company

RESPONSE:

This letter correctly sets forth the understanding of **County of Mono, California**.

	Finance Director	September 24, 2021
Management Signature	Title	Date

_____	_____	_____
Governance Signature	Title	Date



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 12, 2021

Departments: Public Health

TIME REQUIRED

SUBJECT Green Fox Events Contract
 Agreement for Services

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Mono County has been allocated \$350,000 through the WeVax+ funding opportunity for vaccine-related services to increase vaccination rates amongst communities that the COVID-19 pandemic has disproportionately burdened. \$100,000 of that funding has been allocated towards Outreach Events. Green Fox Events and Guest Services will provide event management and coordination for two (2) separate COVID-19 Vaccine Outreach Events. The first is scheduled for October 17, 2021, with the second date to be determined.

RECOMMENDED ACTION:

Approve County entry into the proposed contract. Provide any desired direction to staff.

FISCAL IMPACT:

There is no impact to the County General Fund. Not to exceed \$100,000, funded through WeVax+ Grant.

CONTACT NAME: Bryan Wheeler

PHONE/EMAIL: 760-924-1835 / bwheeler@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Green Fox Agreement
<input type="checkbox"/> County Agreement

History

Time	Who	Approval
10/7/2021 3:03 PM	County Counsel	Yes
10/7/2021 12:57 PM	Finance	Yes
10/7/2021 5:20 PM	County Administrative Office	Yes



MONO COUNTY HEALTH DEPARTMENT

Public Health

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

DATE: October 12, 2021
TO: Honorable Board of Supervisors
FROM: Bryan Wheeler, Public Health Director
SUBJECT: Green Fox Events Contract Agreement for Services

Recommendation:

Approve County entry into the proposed contract. Provide any desired direction to staff.

Discussion:

Mono County has been allocated \$350,000 through the WeVax+ funding opportunity for vaccine-related services to increase vaccination rates amongst communities that the COVID-19 pandemic has disproportionately burdened. \$100,000 of that funding has been allocated towards Outreach Events.

Green Fox Events and Guest Services will provide event management and coordination for two (2) separate COVID-19 Vaccine Outreach Events. The first is scheduled for October 17, 2021, with the second date to be determined.

Fiscal Impact:

There is no impact to the County General Fund.

Not to exceed \$100,000, funded through WeVax+ Grant.

Submitted by Bryan Wheeler, Public Health Director



AGREEMENT

EVENT MANAGEMENT & COORDINATION

COVID-19 Vaccine Outreach Events: Oct. 17, 2021 and (date TBD)

This agreement (the "Agreement") is entered into as of the 7th of October, 2021, by and between Green Fox Events & Guest Services LLC ("Party One") and Mono County Public Health (Party Two") (collectively the "Parties").

NOW, THEREFORE, in consideration of the mutual premises and covenants contained in this Agreement, it is hereby agreed by and between the Parties as follows:

1) PARTY ONE OBLIGATIONS AND FEES.

Party One does hereby covenant and agree that it shall provide the following services for the days of Party Two's events (2 Vaccine Outreach Events) on/around October 17th and (TBD), 2021 to include:

- A dedicated and professional Project Manager to fulfill all aspects of this agreement,
- Professional and objective research and advice,
- See Scope of Work attached for a detailed list of deliverables.

FEES FOR ITEM 1:

See Scope of Work attached for Fees and Payment Schedule

OTHER SERVICES AND FEES

- A. Professional Consultation and Coordination ~~in addition to, or in excess of,~~ that listed in the Scope of Work, will be billed at a rate of ~~\$120 per hour~~. This includes phone calls, emails, conversations, and correspondences, and on-site management, in relation to Party Two's event. Party One will log its time closely, in 15-minute increments, and will provide a work log on each invoice.

- ~~B. **Additional Staffing or Non professional Labor** if requested, includes tasks such as welcome bag assembly and delivery, errands, equipment moving and load in, sign installation, on-site decor or production staff, and on-site set up or cleaning staff. If required or requested, this is billed an **hourly rate of \$65**. Additional staff required on-site for 24-hour or overnight events will incur a **daily rate of \$500 per person**. No additional staff will be procured unless approved by Party Two.~~
- ~~C. **Commissions Received:** In the case that Party One sources group lodging contracts for Party Two, or receives commissions from any vendors, **Party One will credit Party Two 50% of the commission received**. Party One will disclose any commission arrangements to Party Two.~~
- ~~D. **Green Fox Events Rentals:** As a contracted client of Green Fox Events & Guest Services, Party Two will receive a **discount of 25%** on the retail rental costs of any in-house rental items. (10% Damage Waiver and delivery fees apply. See Green Fox Events website for full list of rental items and rental fees.)~~
- ~~E. **Reimbursements:** Any items that are requested by Party Two and remain the property of Party Two or are consumable, but paid for by Party One, will be added to monthly or final invoices and will incur a **20% mark up**. No purchases will be made without verbal or written consent; however, Party Two authorizes Party One to make purchases on the day of the event if logistically necessary. (Examples include: ice, first aid supplies, and personalized items ordered specifically for Party Two).~~
- ~~F. **Meal Stipends:** For every 6 hours worked on Event Day, or on a travel day, a meal shall be provided to on-site staff. If a meal cannot be provided, Party One will charge a meal stipend of:~~
- ~~a. \$20 per breakfast, per employee~~
 - ~~b. \$25 per lunch, per employee~~
 - ~~c. \$40 per dinner, per employee.~~
- ~~Stipends will be pre-determined at least 72 hours in advance of the event based on estimated set-up time, and if applicable, will appear on final invoice.~~
- ~~In addition, one hot meal is requested for each on-site manager at the main meal time, to be eaten discreetly during an appropriate break.~~
- ~~G. **Products / Consumable Goods:** Optional but not mandatory - Party One may price out certain services or products to Party Two such as: specialty linens, equipment rentals, wedding favors, welcome bags. Some items may be subject to local sales tax.~~
- ~~H. Attempt to provide an invoice for services in the first week of each month, if applicable. These are for services provided in the preceding month.~~
- ~~I. Final estimated invoice for coordination services will be provided in the final week before Party Two's event.~~
- ~~J. Final invoice for any additional services and expenses will be provided within one week following Party Two's event.~~
- ~~K. Get written, electronic, or verbal approval from Party Two before hiring additional staff, purchasing any items, or incurring any costs for Party Two.~~

- L. Any responsibilities outside of the scope of this agreement shall be agreed upon in writing between Party One and Party Two.

2) PARTY TWO OBLIGATIONS.

Party Two does hereby covenant and agree that it shall:

- A. Compensate Party One as set forth in the attached **Scope of Work**.
- B. Provide Party One with clear expectations and direction, and any relevant information necessary for her to complete tasks.
- C. ~~Reimburse Party One for any out-of-pocket expenses that she must incur in order to be physically present at Party One's event, or to attend any on-site meetings. These include
 - ~~lodging if outside the town limits of Mammoth Lakes if requested, (an additional night at the front and back end of the event is required),~~
 - ~~all meals for Party One's staff for the duration of their work time on-site in excess of 6 consecutive hours,~~
 - ~~mileage if outside of the Town of Mammoth Lakes charged at current IRS mileage rate. This applies to all travel to the event venue(s), any pre-event site inspections, and the day(s) of the event if back-and-forth transportation is required,~~
 - ~~Flight, parking, toll, miscellaneous travel expenses.~~~~
- D. ~~Include Party One in meal counts if appropriate.~~
- E. Be financially responsible for the retail replacement costs of any of Party One's rental items that are damaged or missing as a result of Party Two's event. These charges will be on the final invoice.
- F. Provide Party One with permission to use photographic images, likenesses, or footage from Party Two's event for the sole purpose of Party One's marketing efforts.
- G. Provide Party One with current and valid credit card information below.
- H. Authorize Party One to charge the credit card for any fees due if payment is not previously received by cash or check or electronic payments by payment due dates.
- I. Authorize Party One to charge the credit card for the retail replacement costs of any of Party One's rental items that are damaged or missing as a result of Party Two's event if payment is not previously received by cash or check or electronic payments by payment due dates. These charges will appear on the final invoice.

Credit Card Information:

Cardholder Name: _____

Cardholder Phone Number: _____

Billing Address and Zip Code: _____

Credit Card Type: _____ **M/C** _____ **VISA** _____ **AMEX** _____ **DISCOVER** _____

Credit Card Number: _____

Expiration Date: _____ **CVV Code:** _____

3) ADDITIONAL TERMS

- A. **It is the policy of Party One that all staff, vendors, and guests adhere to all local laws and COVID19-related guidelines and restrictions.*
- ~~B. If the total hours worked by Party One exceeds 270, Party One will charge Party Two hourly for all time spent above and beyond 270 hours at a rate of \$120 per hour. (All hourly work will be logged in 15-minute increments.)~~
- ~~C. Party One will track his/her time in 15-minute increments for the purpose of logging all time worked. A running tally of hours worked will be available on each monthly invoice.~~
- D. Party One has the right to remove herself or her staff from the event or venue if her personal safety, or the safety of her staff is threatened, or in the case of belligerent or disrespectful attendees. No credit will be provided to Party Two, and all charges will be in effect.
- E. Party One is not responsible for loss or damage to Party Two's property.
- F. Party One is not responsible for loss or damage to the property of the venue, or of any other service provider.
- ~~G. Party one requires that the property of all other Service Providers be removed promptly from the venue by the respective Service Provider. If Party One is required to remove items belonging to other Service Providers without prior arrangements or approval, a reasonable fee will be charged to compensate Party One for staff time, storage, and transportation.~~
- H. It is the policy of Party One that the venue cleanup requirements be respected, and that the venue be left in its pre-event condition.
- I. Your Project Manager may be assigned to you in the final month before your event. We will attempt to have the same people working with you for the duration of your planning process. However, Party One reserves the right to re-assign staff due to unforeseen circumstances.
- J. Either Party may terminate this Agreement with thirty (30) days advance written notice.
- K. In the event that Party One is physically unable to fulfill duties as outlined in this agreement, arrangements will be made by Party One to have all duties outlined in this agreement fulfilled by an able and competent subcontractor or employee.
- L. Party One is a professional event and project manager. All services will be performed in a professional manner, and all advice given will be objective.
- M. It is against the policy of Party One to drink alcohol or be under the influence of drugs while working.
- N. Party One carries Workers Compensation insurance for its staff in accordance with California statutory law. Additionally, Party One carries general liability insurance in the amount of \$2,000,000, professional liability coverage in the amount of \$1,000,000, and all required auto insurance to drive onto Alterra/Mammoth Mountain land.
- O. Both Party One and Party Two agree to mutually indemnify and hold harmless the other party from any and all liability or claim of liability, including attorneys' fees, arising by reason of personal injury, death or property damage and resulting from the other Party's negligence, recklessness or willful misconduct in the performance of its duties and obligations under this Agreement.

4) EVENT CANCELLATION, POSTPONEMENT, CHANGES

- A. If, in the “Full Management” services, Party Two chooses to change venues, dates, or vendors which results in additional unexpected coordination time by Party One, a **\$480 per venue and vendor change fee** will be charged to Party Two to account for time spent researching, coordinating, and communicating with previous venue/vendor.
- B. In the case that the event is **cancelled** for any reason, all retainers paid are non-refundable as they compensate Party One for the amount of time spent researching, coordinating, and communicating up until the cancellation date.
- C. In the case that the event is **postponed** by Party Two, all hours logged by Party One will count towards the contracted number of hours to be provided. For “Full Management” services, there will be a **\$480 postponement fee** to account for additional work required to reschedule all venues and vendors. All retainers paid are non-refundable.
- D. In the case that the event is **postponed** due to Acts of God, terrorist attacks, global disease, or if local, state, or federal orders make it impossible to provide services or hold a gathering, all payments to Party One are non-refundable. If Party One’s services are still required for the postponed event within twelve months, the details of this agreement will remain the same, and no credit will be issued. However, no additional fees will be charged except for **Other Services and Fees** as noted in Sections 1 B-I.

5) ARBITRATION.

The Parties agree that any dispute or controversy arising out of this Agreement shall be settled by Arbitration to be held in Mono County, state of California, in accordance with the rules then in effect of the American Arbitration Association and under the laws of the state of California. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the Parties. Judgment may be entered on the arbitrator’s decision in any court having jurisdiction. The Parties shall each pay one-half of the costs and expenses of such arbitration, and each of the parties shall separately pay counsel fees and expenses.

6) GENERAL PROVISIONS.

- A. Notices. Any notice or other communication provided for herein or given hereunder to a party hereto shall be in writing and shall be given by delivery, by mail (registered or certified mail, postage prepaid, return receipt requested), or by electronic mail or text to the respective party as follows:

If to Party One:
Sandra DiDomizio
Green Fox Events & Guest Services, LLC
PO Box 8651
Mammoth Lakes, CA 93546
PH: 760-709-6744
EMAIL: sandrad@greenfoxevents.com

If to Party Two:

Bryan Wheeler

MAILING ADDRESS: 1290 Tavern Road, Suite 246. PO Box 3329, Mammoth Lakes, CA 93546

PH: (760) 924-1835

EMAIL: bwheeler@mono.ca.gov

- B. Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by the Parties, and their respective successors, assigns, heirs, executors and administrators.
- C. Waiver and Amendment. Neither party may waive any of the terms or conditions of this Agreement, nor may this Agreement be amended or modified, except by a duly signed writing referring to the specific provision to be waived, amended or modified and executed by both Party One and Party Two.
- D. Entire Agreement. This Agreement constitutes the entire agreement with respect to the subject matter hereof, and supersedes all other prior agreements and understandings, both written and oral, among the parties hereto and their affiliates.
- E. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provisions had never been contained herein.
- F. Governing Law. This Agreement shall be governed by the laws of the state of California, without regard to its conflicts of law provisions.
- G. Voluntary Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties, with the full intent of releasing all claims. The Parties acknowledge that:
 - 1. they have read this Agreement;
 - (ii) they have been represented, or, in the alternative, have had the opportunity to obtain representation, in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice;
 - (iii) they understand the terms and consequences of this Agreement and of the releases it contains; and
 - (iv) they are fully aware of the legal and binding effect of this Agreement.

H. Counterparts/Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of e-mail or other electronic medium shall have the same force and effect as an original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement by wet or electronic signature as of the date first above written.

PARTY ONE:

PARTY TWO:

Sandra DiDomizio
Green Fox Events & Guest Services LLC

Bryan Wheeler, Mono County Public Health
Client

Date

Date



SCOPE OF WORK

COVID-19 Vaccine Outreach Events

October 17, 2021 and (TBD 2nd date)

Vaccine Outreach Events Summary

Mono County Public Health is encouraging all un-vaccinated individuals, specifically in the Hispanic community, to get vaccinated. As such, Green Fox Events will be contracted to produce two similar outreach events – one in Mammoth Lakes on **Oct. 17, 2021**, and one in Bridgeport on **Date TBD** to encourage members of the community to get vaccinated. The events will present as *community parties* and will include music, food, beverages, entertainment, animation, interactive booths, informational booths, COVID-19 vaccine stations.

DELIVERABLES by Green Fox Events:

Party One will be responsible for providing the following elements at each event:

- Venue procurement and preparation and/or permits
- Decorations
- A live band or DJ
- Games (for fun and for raffle prizes)
- Children's animation or roving entertainer
- Food and non-alcoholic beverages provided free to all attendees
- Any necessary Audio-Visual components (microphone, speakers, monitors, etc.)
- Organization of interactive and educational booths
- Table/chair/furniture rentals as needed
- All hours to coordinate each event, and to provide on-site management
- Directional signage for the event
- Volunteer management (each event may require 5-10 volunteers)
- Guidance to Mono County staff for the purposes of marketing and public relations
- Additional Insured Certificate naming Mono County as Additional Insured
- All mileage and administrative costs associated with coordination and travel
- One on-site Project Manager and one Assistant Project Manager at each event

DELIVERABLES by Mono County:

The follow are not provided by Green Fox Events but may be required at each event. If so, it will be the responsibility of Mono County to provide:

- Event volunteers or additional staffing (5 – 15 per event)
- Yellow vests
- Staff T-shirts (or identifying clothing)
- Heavy equipment moving if necessary
- On site paramedics for the duration of the events
- A-frame sign holders
- All vaccine-related supplies, staffing, and equipment (besides tables and chairs)
- Orange cones as needed
- Barricades as needed
- Sandbags as needed
- Raffle prizes

Fee Schedule and Terms

The required fee for the above services is: ***\$50,000 for each event.***

Invoice Schedule:

Non-Refundable Payment due on signing: **\$50,000**

Two weeks before the second event date: **\$50,000**

Payment Terms:

Payment is due within 15 days of receipt of invoice, by:

- *Check (mailed to Green Fox Events, PO Box 8651, Mammoth Lakes ,CA 93546),*
- *by Venmo (@Green-Fox-Events),*
- *by electronic bank transfer.*
- *by Credit card (incurring a 3.75% processing fee).*

Invoices will be sent to Party Two electronically. Electronic payments are preferred.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Exhibit by wet or electronic signature as of the date first above written.

PARTY ONE:

PARTY TWO:

Sandra DiDomizio
Owner
Green Fox Events & Guest Services

Bryan Wheeler
Mono County Public Health
Client

Date

Date

**ATTACHMENT TO AGREEMENT BETWEEN GREEN FOX EVENTS & GUEST SERVICES AND THE COUNTY
OF MONO FOR THE PROVISION OF
EVENT MANAGEMENT & COORDINATION**

COVID-19 Vaccine Outreach Events: October 17 and TBD

The following terms and conditions are agreed to by Green Fox Events & Guest Services (Contractor) and the County of Mono (County) and made a part of the contract between them for Event Management & Coordination Services entered into on or about October 12, 2021.

1. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

2. INSURANCE

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

General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by

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

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

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

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

3. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney’s fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor’s agents, officers, or employees. Contractor’s obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use.

Contractor's obligation under this Paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

4. 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.

5. 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.

6. 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.

7. 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 be approved in writing by both parties.

CONTRACTOR:

Sandra DiDomizio, Date
Green Fox Events & Guest Services LLC Client

COUNTY:

Bryan Wheeler, PhN Date



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 12, 2021

TIME REQUIRED

SUBJECT

Letter from Fire Safe Councils of the Eastern Sierra Regarding Concerns about Wildfire Activity

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from Fire Safe Councils of the Eastern Sierra and members of the Regional Forest and Fire Capacity Program regarding concerns about wildfire activity in and around our communities.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Juliana Olinka Jones

PHONE/EMAIL: / jolinka.pgi@gmail.com

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Letter](#)

History

Time	Who	Approval
10/5/2021 11:49 AM	County Counsel	Yes
9/30/2021 12:09 PM	Finance	Yes
10/7/2021 5:20 PM	County Administrative Office	Yes

August 27, 2021

Dear Inyo and Mono County Supervisors:

We are a group of seven fire safe councils in Inyo and Mono Counties that has collaborated to bring this letter before your Boards in response to concerns about wildfire activity in and around our communities. We acknowledge and appreciate the attention paid to wildfire issues to date by the counties, including the recent enactment of fire restrictions, and would like to see further action.

Drought and extremely dry conditions in the Eastern Sierra have drastically increased the danger from wildfires over the last decade. The Tamarack Fire and Mountain View Fire are recent tragic examples. This heightened wildfire risk has prompted fire safe councils in the Eastern Sierra to join efforts in addressing this growing problem. We are looking to you, as our elected officials charged with the health and safety of the communities in each of your respected jurisdictions of Inyo and Mono Counties, to continue to assist in furthering fire safe policies, management, and advocacy.

The region's fire safe councils are seeking your help and cooperation to achieve the following objectives:

- 1) Inform and educate the public about current fire restrictions and wildfire risks and provide information on what the public can do to reduce fire risk in their communities and on public lands in the Eastern Sierra. The region's fire safe councils are ready to partner with local governments to provide information and projects to communities that raise awareness of fire safe practices and strategies.
- 2) Work with federal land managers to define and impose fire restrictions based on risk and fire conditions in specific, localized areas, instead of basing restrictions and warnings on general conditions over the entire Eastern Sierra. The large variations seen in the Eastern Sierra landscape make a more localized approach to assessing fire risks far more effective.
- 3) Collaborate with federal land managers and the Los Angeles Department of Water and Power to reduce the risk of human-caused wildfires, focusing special attention on the increased wildfire risk that has arisen with the increase in the number of dispersed campers in the Eastern Sierra. We ask that Supervisors pay particular attention to the wildlands immediately adjacent to our communities. This concern is being addressed by the Eastern Sierra Dispersed Camping Collaborative initiated by Mono County Supervisor Bob Gardner. The "Camp Like a Pro" campaign should continue to receive your support and should be expanded to include specific information and content about Inyo and Alpine Counties. Expanding the program to include signage at locations used by dispersed campers would be a logical next step.

These suggestions were generated over time as the region's fire safe councils interacted with concerned residents and through collaborative meetings with the Regional Forest and Fire Capacity Program and other fire safe councils in the region and across the state.

There are ten fire safe councils within the Eastern Sierra, representing Alpine County, Twin Lakes, Mono Basin, June Lake, Mammoth Lakes, Swall Meadows, 40 Acres, Wilkerson, Independence, and Lone Pine. A fire safe council is a volunteer community-based organization established to support and/or create programs and projects that will help create a fire-safe community.

The fire safe councils in the region have used several strategies to foster this goal: 1) promoting awareness of fire safe practices by providing information at community events, via social media, and using the news media and mailings; 2) enhancing the effectiveness of wildland fire fighting before a fire by supporting and implementing fuel-reduction projects; 3) seeking grants and other funds to aid in community fire safe projects and fire awareness activities; and 4) assisting in the creation of Community Wildfire Protection Plans.

We appreciate your consideration and will continue to work in our communities and with you, other agencies, local governments, and federal land managers to create fire safe communities and landscapes in the Eastern Sierra.

Sincerely,

Mono Basin Fire Safe Council

Mammoth Lakes Fire Safe Council

Wheeler Crest Fire Safe Council

40 Acres Fire Safe Council

Wilkerson Fire Safe Council

Independence Fire Safe Council

Lone Pine Fire Safe Council

Holly Alpert, Regional Forest and Fire Capacity Program

holly.easterncaliforniawater@gmail.com, 760-709-2212

cc: Lesley Yen, Supervisor, Inyo National Forest

Steve Nelson, Field Manager, Bureau of Land Management – Bishop Field Office



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 12, 2021

TIME REQUIRED

SUBJECT

State Water Resources Control
Board Order Approving Petitions for
Change and Issuing Amended
Licenses 10191 and 10192

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

State Water Resources Control Board, Division of Water Rights order approving petitions for change and issuing amended Licenses 10191 and 10192 (Applications 8042 and 8043) held by the City of Los Angeles, Department of Water and Power (LADWP).

The petitions include a request to modify flow regimes in four creeks tributary to Mono Lake as recommended in the 2010 Mono Basin Stream Restoration and Monitoring Program: Final Report on Synthesis of Instream Flow Recommendations to the State Water Resources Control Board and the Los Angeles Department of Water and Power. The change in flow regimes would trigger the need for construction of a new outlet at Grant Lake Reservoir (GLR) to achieve such flows. Other changes include implementation of conditions consistent with the 2013 Settlement Agreement Regarding Continuing Implementation of Water Rights Orders 98-05 and 98-07 between LADWP and interested parties for the continuance of stream and habitat restoration of tributary creeks to Mono Lake.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 7609325534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Cover Letter
Order

[License 10191](#)

[License 10192](#)

History

Time	Who	Approval
10/5/2021 11:48 AM	County Counsel	Yes
10/6/2021 11:40 AM	Finance	Yes
10/7/2021 5:20 PM	County Administrative Office	Yes



State Water Resources Control Board

OCT 01, 2021

In Reply Refer to:
GSB: A008042 &
A008043

Mr. Adam Perez
Aqueduct Manager
City of Los Angeles
Department of Water & Power
300 Mandich Street
Bishop, CA 93514
adam.perez@ladwp.com

Dear Mr. Perez:

ORDER APPROVING PETITIONS FOR CHANGE AND ISSUING AMENDED LICENSES 10191 AND 10192 (APPLICATIONS 8042 AND 8043) OF THE CITY OF LOS ANGELES, DEPARTMENT OF WATER AND POWER

The enclosed Order approves the petitions for change and issues Amended Licenses 10191 and 10192 (see attachments). Please review the conditions of the Order and retain the Order with the amended licenses.

If you have any questions, please contact Greg Brown at (916) 323-1847 or by email at greg.brown@waterboards.ca.gov. Written correspondence should be addressed as follows: State Water Resources Control Board, Division of Water Rights, Attn: Greg Brown, P.O. Box 2000, Sacramento, CA 95812-2000.

Sincerely,

ORIGINAL SIGNED BY

Scott McFarland, Senior
Petition and Licensing Unit
Division of Water Rights

Enclosures: Order, Amended Licenses 10191 and 10192

ec (w/enclosure): Mono Basin Distribution List

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
STATE WATER RESOURCES CONTROL BOARD

DIVISION OF WATER RIGHTS

ORDER WR 2021-0086 EXEC

**In the Matter of Licenses 10191 and 10192 (Applications 8042 and 8043)
held by the**

City of Los Angeles, Department of Water and Power

**ORDER APPROVING PETITIONS FOR CHANGE
AND ISSUING AMENDED LICENSES**

SOURCES: Rush Creek, Lee Vining Creek, Parker Creek, and Walker Creek

COUNTY: Mono

BY THE EXECUTIVE DIRECTOR:

1.0 INTRODUCTION

On November 13, 2013, the State Water Resources Control Board (State Water Board), Division of Water Rights (Division) received petitions for change pursuant to Water Code section 791, subdivision (e) from the City of Los Angeles, Department of Water and Power (LADWP or Petitioner) requesting changes to the terms and conditions of water rights Licenses 10191 and 10192 (Applications 8042 and 8043, respectively). The petitions include a request to modify flow regimes in four creeks tributary to Mono Lake as recommended in the 2010 *Mono Basin Stream Restoration and Monitoring Program: Final Report on Synthesis of Instream Flow Recommendations to the State Water Resources Control Board and the Los Angeles Department of Water and Power* (2010 Synthesis Report). The change in flow regimes would trigger the need for construction of a new outlet at Grant Lake Reservoir (GLR) to achieve such flows. Other changes include implementation of conditions consistent with the 2013 *Settlement Agreement Regarding Continuing Implementation of Water Rights Orders 98-05 and 98-07* (2013 Stream Restoration Agreement or 2013 Agreement) between LADWP and interested parties for the continuance of stream and habitat restoration of tributary creeks to Mono Lake.

This Order approves the change petitions, and issues amended Licenses 10191 and 10192 with updated terms and conditions to reflect the changes in flow regime and the 2013 Agreement.

2.0 BACKGROUND

2.1 LICENSES 10191 AND 10192

The petitions for change involve Licenses 10191 and 10192 (See Summary below), which were issued by the State Water Board to the City of Los Angeles on January 25, 1974, pursuant to Applications 8042 and 8043. The licenses authorize diversion and use of water from Rush Creek, Lee Vining Creek, Walker Creek, and Parker Creek for municipal use and power generation. LADWP imports water from the Mono Lake Basin and conveys these flows through the Los Angeles Aqueduct to the City of Los Angeles.

Summary of Water Right Licenses 10191 and 10192

Purposes of Use:

Municipal under License 10191 and Power Generation under License 10192

Sources and Points of Diversion:

- (1) Lee Vining Creek - NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 20, T1N, R26E;
- (2) Walker Creek - NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 4, T1S, R26E;
- (3) Parker Creek - SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 9, T1S, R26E; and
- (4) Rush Creek - NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 15, T1S, R26E, all within MDB&M

Points of Rediversion:

Grant Lake Reservoir - NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 15, T1S, R26E;
Long Valley Reservoir - SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 19, T4S, R30E;
Tinemaha Reservoir - NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 26, T10S, R34E;
Los Angeles Aqueduct Intake - NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 24, T11S, R34E; and
Haiwee Reservoir - SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 2, T21S, R37E; all within MDB&M

Amount (under criteria of State Water Board's Water Right Decision 1631, section 6(a), adopted on September 28, 1994): 0 to 16,000 acre-feet per year

Amount and Season (as originally licensed on January 25, 1974):

License 10191

189 cubic feet per second (cfs) by direct diversion, January 1 to December 31
89,200 acre-feet per annum (afa) by collection to storage, January 1 to December 31
69,100 afa maximum withdrawal from storage in any one year
167,800 acre-feet per calendar year total amount taken from the sources
147,700 acre-feet per calendar year total amount placed to beneficial uses
365 cfs maximum rate of diversion to offstream storage

License 10192

200 cfs by direct diversion, January 1 to December 31
70,200 afa by collection to storage, January 1 to December 31
44,900 afa maximum withdrawal from storage in any one year
365 cfs maximum rate of diversion to offstream storage
200 cfs by direct diversion and 89,200 afa by collection to storage total amount of water diverted in combination with License 10191.

2.2 STATE WATER BOARD DECISION 1631

On September 28, 1994, the State Water Board adopted Water Right Decision 1631 (D1631), which revised the conditions of Licenses 10191 and 10192 to protect public trust resources in and around Mono Lake. The decision established minimum baseflow and flushing flow requirements known as channel maintenance flows on four of the tributary streams to Mono Lake and set export criteria that are based on specific lake levels. The decision also set a Mono Lake level target of 6,391 feet above mean sea level (amsl) that, if not reached by September 28, 2014, triggers the need for a State Water Board hearing for reconsideration of diversion criteria based on the conditions of Mono Lake and the surrounding area to determine whether further revisions to the licenses are appropriate. In D1631, the State Water Board also directed LADWP to evaluate potential restoration measures and to submit proposed plans for restoration of Rush, Lee Vining, Parker, and Walker Creeks, restoration of waterfowl habitat in the Mono Basin, and a plan for the operation of GLR.

The overall goals of the decision were (1) to achieve “fish in good condition” for Rush and Lee Vining creeks and (2) to restore the average water elevation of Mono Lake to approximately 6,392 feet amsl in order to protect public trust resources at Mono Lake.

2.3 WATER RIGHT ORDER 98-05

Order 98-05 contemplated LADWP’s restoration, monitoring, and GLR operation plans and required LADWP to implement the plans, subject to the provisions of the Order, as part of a Stream Restoration and Monitoring Program (Stream Program). The Order established higher flushing flows known as Stream Restoration Flows (SRFs) for Rush, Lee Vining, Parker, and Walker creeks. The Order approved a Stream Monitoring

Team (SMT) to carry out stream restoration and monitoring in accordance with the program and established a process for the SMT to evaluate and make recommendations, based on the results of the monitoring program, regarding the magnitude, duration, and frequency of the flows necessary for the restoration of Rush Creek and the need for a GLR bypass to reliably achieve the flows needed for restoration of Rush Creek below its confluence with the Mono Gate One Return Ditch (MGORD). The Order also provides for the SMT to make recommendations to the State Water Board regarding any recommended actions to preserve and protect the streams.

As part of this process, LADWP was directed to implement the recommendations unless they were determined to be infeasible. In the 2010 Synthesis Report, the SMT provided their recommendations regarding changes to the flow regimes (Stream Ecosystem Flows (SEF or SEFs), to replace SRFs), modification of GLR facilities, and other measures to achieve the Stream Program goals of “functional and self-sustaining stream systems with healthy riparian ecosystem components” and “trout in good condition” for Rush and Lee Vining creeks. The State Water Board allowed LADWP 120 days to review the SMT’s recommendations and determine whether to implement them; LADWP determined that some of the changes, including implementation of the full range of SEFs and construction of a GLR outlet structure, were not feasible.

2.4 WATER RIGHT ORDER 98-07

In Order 98-07, the State Water Board addressed three petitions for reconsideration filed by the National Audubon Society, Mono Lake Committee, and California Trout regarding when the Stream Program requirements of Order 98-05 may be terminated. The petitioners and LADWP came to an agreement on language to modify the “Stream Monitoring” provisions of Order 98-05 and the State Water Board adopted revised language and dismissed the petitions for reconsideration.

The “termination criteria” approved in Order 98-07¹ include the following general parameters:

- acreage of riparian vegetation, including mature trees of sufficient diameter, height, and location to provide woody debris in the streams;
- length of main channel;
- channel gradient;
- channel sinuosity;
- channel confinement;
- variation of longitudinal thalweg elevation; and
- size and structure of fish populations.

¹ Refer to page 4 of Order 98-07 for additional conditions/criteria listed together with the “Termination Criteria” as part of the revised Stream Monitoring term.

The termination criteria, as modified in Order 98-07, were developed as targets to guide stream restoration. In Order 98-07, the State Water Board acknowledged that not all termination criteria will be met and that certain conditions are not likely to be achieved; however, the termination criteria established a framework for monitoring the progress of the Stream Program and for re-focusing on outstanding restoration issues as new data and information inform the eventual determination that restoration has been achieved and monitoring is complete.

In 2007, the SMT submitted memoranda² to the State Water Board, which included reports on the status of fisheries, riparian vegetation, and geomorphic termination criteria and provided recommendations for modifying the termination criteria listed in Order 98-07 and for revising certain monitoring criteria and/or metrics. Although the SMT's recommendations were not formally approved by the State Water Board, the recommendations were carried forward ancillary to the Stream Program.

In the 2010 Synthesis Report, the SMT indicated that the current termination criteria specified in Order 98-07 had served their purpose in guiding a quantitative assessment of stream ecosystem recovery over the past 12 years (at the time of the report), but had limited utility in the next phase of instream flow implementation and monitoring. The 2010 Synthesis Report identified specific areas of continued trend monitoring, which include:

- GLR elevation, storage volume, and water temperature;
- Stream and groundwater hydrology and stream temperature monitoring;
- Geomorphic monitoring (aerial and ground photography, riffle crest elevations; deep pool and run frequency, sediment bypass operations);
- Riparian vegetation acreage; and
- Trout population metrics.

These five components are included in the new stream restoration and monitoring requirements represented as Attachment 3 of the amended licenses.

² A memo regarding fisheries criteria was submitted by Chris Hunter on May 18, 2007 and a memo regarding riparian vegetation and geomorphic criteria was submitted by McBain & Trush on December 21, 2006.

2.5 2013 STREAM RESTORATION SETTLEMENT AGREEMENT

At the request of LADWP, Mono Lake Committee, California Trout, and California Department of Fish and Wildlife (Settlement Parties), the State Water Board granted additional time for resolution of differences regarding LADWP's infeasibility determination, and on September 24, 2013, the Settlement Parties entered an agreement regarding the recommended SEFs and related changes to the Stream Program required pursuant to Orders 98-05 and 98-07. The 2013 Agreement includes proposed changes that implement all recommendations of the 2010 Synthesis Report. The Settlement Parties have agreed that implementation of these recommendations is feasible, under the conditions established in the 2013 Agreement.

The purposes of the 2013 Agreement generally include: (a) resolution of disputes between the Settlement Parties related to the 2010 Synthesis Report; (b) provision and adaptive management of flows sufficient to complete stream restoration and fish protection required by D1631, Orders 98-05 and 98-07, and relevant case law, including modification of GLR to release such flows; (c) reduction in LADWP's costs associated with modification of GLR and ongoing monitoring programs; (d) re-focusing the Stream Program on adaptive management; and (e) related improvements in the limnology and waterfowl monitoring programs.

The 2013 Agreement also includes a stipulation to extend the target lake level hearing trigger to September 28, 2020. This issue will be addressed in Section 7 of this Order, as the Mono Lake surface elevation level did not reach the target by either the date specified in D1631 or the agreed-upon modified date identified in the 2013 Agreement.

3.0 SUBSTANCE OF PETITIONS FOR CHANGE

The changes proposed in the petitions submitted by LADWP are to incorporate the provisions of the 2013 Agreement into Licenses 10191 and 10192 as terms and conditions. As noted above, the 2013 Agreement includes provisions for LADWP to implement all recommendations of the 2010 Synthesis Report. The proposed changes would not alter the existing Mono Lake elevation criteria or the existing routine annual water export terms required by D1631. For ease of reference, State Water Board staff and the Settlement Parties have worked to incorporate all terms and conditions applicable to Licenses 10191 and 10192 into a single document for each Amended License, inclusive of the terms and conditions required by D1631, Orders 98-05 and 98-07, and the changes being approved by this Order.

3.1 CURRENT FLOW REQUIREMENTS AND PROPOSED CHANGES

Rush, Lee Vining, Parker, and Walker Creeks: Current Operations/Requirements

Current operations for Rush, Lee Vining, Parker, and Walker creeks are based on the requirements of D1631 and subsequent Orders 98-05 and 98-07. The minimum instream flows for each of these creeks and runoff year-type classifications are specified in D1631. Runoff years begin April 1st of each year and end March 31st of the following year and are based on LADWP's modeling projections for average runoff. Operationally, flows are based on the guidelines of the *1996 Grant Lake Operations and Management Plan* (GLOMP), which either meet or exceed all D1631 instream and channel maintenance flow requirements preceding Order 98-05.

The minimum instream flow requirements for Rush Creek range from 31 cubic feet per second (cfs) in "Dry" years to 80 cfs in "Wet" years. Until the water elevation in Mono Lake reaches 6,391 feet amsl, the required SRFs in Rush Creek range from 200 cfs in "Dry-Normal" years to 500 cfs in "Extreme-Wet" years. After the water elevation in Mono Lake reaches 6,391 feet amsl, the SRF requirements in Rush Creek would range from 100 cfs in "Dry-Normal" years to 500 cfs in "Extreme-Wet" years. SRFs are not required in "Dry" years and may be reduced in "Dry-Normal" and "Normal" years to maintain water exports as established in D1631. Existing facilities can currently accommodate up to 530 cfs via 380 cfs from GLR Outlet to the MGORD, and about 150 cfs through a facility known as the Five-Siphons Bypass when flows are available from Lee Vining Creek. The GLR spillway can further increase flows beyond the flow limits of the MGORD and Five-Siphons Bypass if the reservoir is in a spill condition.

The minimum instream flow requirements for Lee Vining Creek (during the transitional period until Mono Lake reaches 6,392 feet amsl) range from 25 cfs in "Dry" years to 54 cfs in "Normal" and "Wet" years. There are no SRF requirements for Lee Vining Creek during the transition period, although Order 98-05 contains requirements for allowing the peak flow to pass or for the provision of flow-through conditions in certain year-types. SRF requirements for Lee Vining Creek during the post-transition period range from no requirement in "Dry" years to 350 cfs in "Extreme- Wet" years.

In "Dry" years, the minimum baseflow requirements for Parker and Walker creeks range from 4.5 cfs to 9 cfs. Flow-through conditions are the only SRF requirements for Parker and Walker creeks in all year-types except for "Dry" years when there is no requirement.

Rush and Lee Vining Creeks: Proposed Stream Ecosystem Flow Regime

The 2010 Synthesis Report is based on a multitude of studies conducted over the course of many years of stream habitat and restoration monitoring in the Mono Basin. The recommended SEFs were developed as a shift in approach from "stream restoration" to "ecosystem maintenance" in order to meet specific ecosystem function

targets as described in the 2010 Synthesis Report. Hydrologic year-type classifications are listed in Table 3 of the amended licenses. In general, the SEFs differ from the current flow regime (i.e., minimum instream flows, channel maintenance flows, and SRFs) in the following ways:

- In Rush Creek and Lee Vining Creek, winter baseflows will be lower; in Rush Creek peak flows will be higher in approximately 40 percent of the years (Wet-Normal, Wet, and Extreme-Wet years).
- In Lee Vining Creek, the pattern and reliability of peak flows will be modified.
- Parker Creek and Walker Creek will not be diverted.
- The pattern of flow throughout the year will match more natural hydrograph components in order to more closely mimic the pattern of an unimpaired snowmelt stream.

The 2010 Synthesis Report indicates that the fall and winter baseflows prescribed by D1631 for Rush and Lee Vining creeks are artificially high and likely contribute to low overall trout survival during winter periods. The proposed SEFs for these creeks include lower baseflows intended to increase winter holding habitat and increase adult trout condition factor³ and survivorship. The higher short-duration peak flows proposed for these creeks in certain year types are necessary for transport and deposit of sediment, re-confining channels, and the re-building of floodplains, among other things.

The proposed SEFs include new diversion rules for Lee Vining Creek, which would eliminate the rapid drops in the receding limbs of the hydrograph caused by LADWP's diversions. The new rules eliminate the need to attempt peak flow forecasting, which is difficult and, based on previous experience, was not always successful. Lee Vining Creek would be diverted most of the run-off year to increase the magnitude, duration, and frequency of GLR spills and to promote a cooler GLR pool for the tailwater fishery in Rush Creek. Lee Vining daily diversion rates would be based on the prevailing flow above the intake on Lee Vining Creek. The proposed amended licenses condition Lee Vining Creek diversions so that (1) no diversions are allowed when streamflow is less than 30 cfs to protect riparian habitat and (2) no diversions are allowed when streamflow is greater than 250 cfs for protection of high flows, which enable geomorphic work in the stream.

³ Condition factor is generally calculated as a ratio between the observed weight and that expected from the observed length of individual fish and is used in fisheries management. The condition factor of a fish reflects physical and biological circumstances, and fluctuates by interaction among feeding conditions, parasitic infections and physiological factors (Le Cren 1951).

The SMT also recommended that LADWP no longer divert water from Parker and Walker creeks in order to gain their flow accretion and year-round flow variability to Rush Creek below the narrows. Parker and Walker creeks were thus incorporated into SEF recommendations for lower Rush Creek.

A detailed comparison of SRFs and SEFs for Rush and Lee Vining creeks can be found in table format on pages 1-18 to 1-19 of LADWP's Final Initial Study and Mitigated Negative Declaration for the Mono Basin Water Rights Licenses Project (Final IS/MND).

3.2 CHANGES TO STREAM RESTORATION AND MONITORING PROGRAM

Current Mono Basin Stream Restoration and Monitoring Program

Pursuant to D1631 and Orders 98-05 and 98-07, LADWP is to undertake certain activities in the Mono Basin to be in compliance with the terms and conditions of water right Licenses 10191 and 10192. The Orders require LADWP to monitor stream flows, and restore and monitor the fisheries, stream channels, Mono Lake limnology, and waterfowl habitat. Specific restoration and monitoring activities are described in the *1996 Mono Basin Stream & Stream Channel Restoration Plan* and the *1996 Mono Basin Waterfowl Habitat Restoration Plan*, which were approved by Order 98-05. The status of specific activities can be found in the annual compliance reporting and associated correspondence since Order 98-05 was issued.

Changes to the Mono Basin Stream Restoration and Monitoring Program

As proposed in LADWP's petitions for change, future restoration and monitoring actions for the Stream Program are listed in the Stream Restoration and Stream Monitoring sections of the amended licenses and included in the Mono Basin Stream and Fish Monitoring Plan (Monitoring Plan, Attachment 3 of the amended licenses), which was developed by the SMT. The Monitoring Plan requirements for which LADWP is responsible include: (1) monitoring of sediment bypass facilities for Parker and Walker creeks; (2) aerial photography surveys of riparian corridors every five years following "Wet" and "Extreme-Wet" years; and (3) a one-time test of the Five-Siphons Bypass facility to determine temperature effects between the Lee Vining conduit and Rush Creek.

Tasks to be performed by the SMT include monitoring of the following: (1) hydrology; (2) geomorphology; (3) channel roughness; (4) riparian vegetation (for Rush and Lee Vining creek corridors); and (5) fish population and habitat. Attachment 3 to the amended licenses includes a detailed description of monitoring to be conducted.

3.3 CHANGES TO GRANT LAKE RESERVOIR AND OPERATIONS

The amended licenses require changes to the operations of GLR dam and other facilities to meet the new SEFs. LADWP will provide SEFs from GLR into Rush Creek as specified in Tables 1A through 1G for the applicable year types. Prior to completion of the modification of GLR Facilities to include an outlet (hereafter Grant Outlet), LADWP will provide such flows to the extent possible using the existing capacity of the Mono Gate One Return Ditch and reservoir spills. In order to meet the SEF requirements, LADWP will release water from storage at GLR if storage exceeds 11,500 acre-feet (AF). LADWP will reduce otherwise allowable export to maintain at least 11,500 AF of storage. If GLR is at or below 11,500 AF of storage, LADWP will bypass inflow or provide the flow requirement, whichever is less.

The proposed SEFs will also change GLR to operate at a higher stage during snow-melt runoff through near year-round diversion of Lee Vining Creek streamflow via the Lee Vining Conduit. The amended licenses also require LADWP to comply with minimum storage rules and criteria in order to provide cold water flow in Rush Creek.

As a result of the SEFs, operational changes are necessary at Grant Dam in order to manage a higher pool elevation and to deliver the peak flows recommended in the 2010 Synthesis Report. GLR will be subjected to more storage early in the season. Frequent (approximately daily) monitoring at the Grant Dam Toe Drain for changes in seepage characteristics from a higher pool elevation will be on-going to ensure that seepage characteristics of Grant Dam do not impact dam stability.

To provide more reliable peak flow operations in “Wet-Normal”, “Wet”, and “Extreme-Wet” year-types, Grant Dam will be modified at the spillway to allow peak flow delivery at varying pool elevations via the spillway. A new Grant Dam Spillway Gate will be added to allow for enhanced control of Grant Dam outflows especially during peak flow operations in the spring and summer months. The spillway gate structure will also be modified to accommodate two control gates.

The amended licenses include a timeline for deliverables and provisions to ensure appropriate regulatory approvals are in place for construction, operation, and maintenance of the spillway modification and Grant Outlet.

3.4 ALLOWANCE OF ONE-TIME ADDITIONAL EXPORT AMOUNT

To offset the capital cost of constructing the spillway modification, the Settlement Parties agreed to, and the amended licenses include, a provision allowing LADWP a one-time export of an additional 12,000 AF of water from the Mono Basin in addition to the exports allowed in D1631. This additional export amount will be allowed when Mono Lake is at or above 6,380 and below 6,391 feet amsl, when exporting the additional water would not affect compliance with minimum stream flows and GLR storage

requirements. The export shall be in increments specified in the amended licenses associated with achieving spillway modification milestones. The additional export amount was evaluated in LADWP's Final IS/MND with information from LADWP's eSTREAM model and was shown to not significantly increase the transition time to a Mono Lake elevation of 6,391 feet amsl. If the full export volume cannot be reached during a certain year due to operational constraints, LADWP may account for the remaining export quantity during future feasible year(s).

Although the additional export amount will not significantly increase the transition time to a Mono Lake elevation of 6391 feet amsl, LADWP's Final IS/MND also evaluated the overall time to transition, as compared to the projections found in D1631. The Final IS/MND included a comparison of lake level hydrology forecasting based on the previous modelling tool known as the Los Angeles Aqueduct Monthly Planning or LAAMP, and LADWP's updated eSTREAM model. According to the Final IS/MND, LAAMP forecasts overestimate lake levels compared to actual historic levels. Further analysis regarding target lake levels is appropriate for a separate proceeding from resolution of the stream restoration issues addressed by this Order, as anticipated in D1631. The State Water Board will work with stakeholders and interested parties to separately schedule appropriate proceedings to gather and consider pertinent information on this issue.

3.5 CHANGES TO WATERFOWL RESTORATION, WATERFOWL MONITORING, AND LIMNOLOGY MONITORING PROGRAMS

Waterfowl Restoration and Habitat Monitoring

Per the 2013 Agreement, the Settlement Parties proposed revisions to the *1996 Waterfowl and Waterfowl Habitat Plan* (Waterfowl Plan) currently implemented by LADWP pursuant to Order 98-05. Revisions to the Waterfowl Plan are included in the amended licenses. The amended licenses also include a term which requires that the Waterfowl Program be carried out under the direction of a Waterfowl Director designated by the Deputy Director for Water Rights. The Waterfowl Program will also require aerial photography sufficient to identify changes in vegetation in waterfowl habitat areas in the Mono Basin, at Bridgeport Reservoir, and at Long Valley Reservoir.

Mono Lake Limnological Monitoring

The Mono Lake Limnology Monitoring Program (Limnology Program) includes monitoring of meteorology, lake limnology, phytoplankton, and brine shrimp. The Limnology Program will remain relatively unchanged except for the designation of a Limnology Director by the Deputy Director for Water Rights.

3.6 OTHER CHANGES RELATED TO 2013 SETTLEMENT AGREEMENT

Mono Basin Monitoring Administration Team

The amended licenses incorporate provisions of the 2013 Agreement involving a Mono Basin Monitoring Administration Team (MAT) comprised of members of the Settlement Parties. The purpose of the MAT is to facilitate the implementation of the Stream Restoration and Monitoring Programs by expediting administration of contracts with the scientists assigned to conduct monitoring. The amended licenses contain conditions outlining governance, funding, administration, and termination of the MAT.

Planning and Reporting Requirements

Pursuant to the amended licenses, LADWP will continue to implement the revised *1996 Grant Lake Operations Management Plan* until the Deputy Director for Water Rights approves and LADWP implements the Mono Basin Operations Plan (MBOP), which LADWP would develop, implement, and periodically revise and which specifies the rules, guidelines, and criteria for operation of Mono Basin facilities to meet all applicable requirements across all year-types. The amended licenses require a one-year timeframe for development of the MBOP and submission to the Deputy

Director. The MBOP, and any subsequent modifications of the plan, will be subject to review, modification and approval of the Deputy Director for Water Rights.

The amended licenses will also require LADWP to develop and submit an Annual Operations Plan (AOP), which specifies Mono Basin facilities operations consistent with the MBOP. The AOP will be developed with input from the SMT, Waterfowl and Limnology Directors, and the Settlement Parties, and is to incorporate adaptive management recommendations of the SMT. The report is to be electronically submitted to the Deputy Director for Water Rights for review and approval, if necessary, prior to implementation.

Additionally, the amended licenses will require the SMT to prepare an Annual Monitoring Report, which specifies the monitoring to be conducted each year. The SMT may adjust priorities and other details for required monitoring tasks with the results of the monitoring used to: (i) inform adaptive management of the SEFs, restoration program, and operations of LADWP's Mono Basin facilities; (ii) inform the State Water Board and the public of the status of stream and fishery restoration; and (iii) serve as the basis for any further revisions to or termination of the monitoring program.

3.7 ADAPTIVE MANAGEMENT

The requirements under the SEF, Stream Restoration and Monitoring Program sections of the amended licenses would be subject to adaptive (including real-time) management by the SMT in order to achieve the goals specified under Condition 19, item (d) of the amended licenses for termination of the Stream Restoration Program. The SMT will be able to recommend adaptive management of flow requirements in one of two ways: (1) in the Annual Monitoring Report and in comments on the AOP, for implementation in the following year; or (2) on a real-time basis in response to unforeseen circumstances.

4.0 PUBLIC NOTICE OF PETITIONS FOR CHANGE

On February 10, 2021, the State Water Board issued public notice of LADWP's petitions. The State Water Board also issued the notice through its LYRIS email subscription notification system. No protests were received.

5.0 CALIFORNIA ENVIRONMENTAL QUALITY ACT

LADWP is the lead agency for the preparation of environmental documents developed pursuant to the California Environmental Quality Act (CEQA) for the proposed project. The State Water Board is a responsible agency under CEQA for the purposes of considering whether to approve LADWP's petitions for change. The State Water Board, as a responsible agency, must review and consider the environmental effects of the project identified in any CEQA document prepared and reach its own conclusions on whether and how to approve the project involved. (Cal. Code Regs., tit. 14, § 15096, subd. (a).)

LADWP prepared the following environmental documents that evaluated and disclosed the potential impacts of the proposed project on the environment and identified measures to avoid or minimize impacts:

- Final Initial Study and Mitigated Negative Declaration for the Mono Basin Water Rights Licenses Project (March 2, 2021)
- Mono Basin Channel Bed Degradation Estimates Technical Memorandum, Geosyntec Consultants (May 2019)
- Mono Lake Elevation Studies Technical Memorandum, Watercourse Engineering (October 2020)

On April 27, 2021, the Los Angeles Board of Water and Power Commissioners adopted the Final Initial Study and Mitigated Negative Declaration for the Mono Basin Water Rights Licenses Project (SCH No. 2020110004). The Final IS/MND evaluated, among other things, the potential environmental impacts of the proposed changes to the terms and conditions of Licenses 10191 and 10192 associated with implementation of the 2013 Agreement and the recommendations of the 2010 Synthesis Report. The Final IS/MND identified potential impacts to Biological Resources, Cultural Resources, and Geology/Soils in connection with the Project and identified mitigation measures to reduce these impacts to less than significant. Accordingly, the State Water Board, as a responsible agency under CEQA, finds there are no potentially significant and unavoidable impacts resulting from the project as evaluated by LADWP. All potentially significant impacts will be mitigated to less than significant levels through implementation of the mitigation measures identified in the Final IS/MND as well as the terms and conditions of the amended water right licenses approved by this Order. The Division intends to issue a Notice of Determination within 5 days of the issuance of this Order.

6.0 ANALYSIS OF PETITIONS FOR CHANGE

Water Code sections 1700 through 1705 govern changes in the place of use, purpose of use, and point of diversion of water appropriated under the Water Code. Such changes must be approved by the State Water Board and “[b]efore permission to make such a change is granted the petitioner shall establish, to the satisfaction of the board, and it shall find, that the changes will not operate to the injury of any legal user of the water involved.” (Wat. Code, § 1702.) The petitioner must also establish that the proposed change will not effectively initiate a new right. (Cal. Code Regs., tit. 23, § 791, subd. (a).)

As described below, the evidence in the record supports a finding that the proposed changes will not result in injury to any legal user of water and will not result in the initiation of a new right.

6.1 INJURY TO ANY LEGAL USER OF WATER

There are no known water diverters below LADWP's points of diversion in the affected stream reaches. Accordingly, granting these changes will not result in injury to any other lawful user of water.

6.2 INITIATION OF A NEW WATER RIGHT

To support a finding that a proposed change to a license will not initiate a new right, the State Water Board must determine that: (1) the right was properly established in accordance with the law; (2) recent beneficial use of the water subject to the right has

occurred; and (3) there is evidence that continuous beneficial use of the water has occurred since the right was established.

LADWP is not seeking any change in source or point of diversion of Licenses 10191 and 10192. As amended by D1631 and subsequent Orders, Licenses 10191 and 10192 were properly established in accordance with the law. LADWP has submitted annual reports of water used under the licenses and the reports provide evidence that recent beneficial use of water has occurred, and continuous use of water has occurred since the licenses were granted. Based on these findings, the State Water Board has determined that granting the change petitions and amending Licenses 10191 and 10192 would not cause initiation of a new water right.

6.3 CONSIDERATION OF PUBLIC TRUST RESOURCES AND PUBLIC INTEREST

The State Water Board has an independent obligation to consider the effect of approval of LADWP's petitions on public trust resources and to protect those resources where feasible. (*National Audubon Society v. Superior Court* (1983) 33 Cal. 3d 419 [189 Cal. Rptr. 346].) Public trust resources may include, but are not limited to, wildlife, fish, aquatic dependent species, streambeds, riparian areas, tidelands, and recreation in navigable waterways, as well as fisheries located in non-navigable waterways. In addition, it is the policy of this state that all state agencies, boards, and commissions shall seek to conserve endangered species and threatened species and shall use their authority in furtherance of the purposes of the California Endangered Species Act. State agencies should not approve projects that would jeopardize the continued existence of any endangered species or threatened species if there are reasonable and prudent alternatives available consistent with conserving the species or its habitat that would prevent jeopardy. (Fish & G. Code, §§ 2053 & 2055.)

Although the 2013 Agreement is not binding on the State Water Board, the State Water Board is supportive of the negotiated solution that meets the directives of Order 98-05. Proposed changes to the overall flow regime of the affected streams, Stream Monitoring and Restoration Program, GLR, and operations were based on the recommendations found in the 2010 Synthesis Report, which was the outcome of the SMT's monitoring and analysis in the Mono Basin over the last 23 years. The 2010 Synthesis Report states that the recommendations presented would accelerate the restoration of Rush, Lee Vining, Walker, and Parker creeks, and improve associated habitats.

Division staff evaluated potential effects on public trust resources that could result from approval of the petitions for change. The proposed changes are predicated on current science and over two decades of studies conducted in the Mono Basin. The changes do not involve any modification to export amounts (other than the additional one-time 12,000 AF diversion amount which will help LADWP defray the costs of GLR outlet construction) or existing Mono Lake surface level elevation targets. The Mono Lake level elevation targets and related export criteria were a major part of the State Water

Board's obligations in balancing of public trust in the Mono Basin in its prior decisions, but are not a component of this Order issuing amended licenses based on LADWP's change petitions, the 2013 Settlement Agreement, nor the stream restoration evaluations that spurred both the 2013 Settlement Agreement and LADWP's change petitions. As noted in section 3.4, *supra*, those issues will be evaluated separately as anticipated in D1631.

Between the years 2009 and 2021, LADWP has filed 10 temporary urgency change petitions (TUCP) to the State Water Board in order to implement the SEF flows to the extent possible with existing facilities. In general, following TUCPs in wetter year-types, fisheries monitoring has shown increased productivity in trout populations following SEF releases and increased condition factor due to lower winter flows.

Potential environmental impacts associated with the proposed project were evaluated in the environmental documents prepared by LADWP. The SEFs specified in Tables 1 and 2 of the amended licenses will provide hydrologic variation which advances geomorphic and other ecological processes necessary for stream restoration. Although these flows may incidentally cause adverse impacts to the channel form, water quality, fisheries, or other resources of a given creek, such impacts were determined to be less-than-significant under CEQA and the State Water Board will not require LADWP to remediate those temporary impacts other than through the adaptive management processes identified in the amended licenses.

The amended licenses contain SEF tables for Rush Creek, which include target ramping rates. The State Water Board finds that these target SEF rates are useful guidance to maximize biological benefits during flow changes. However, these SEF rates, which are expressly stated as targets, are not license compliance requirements⁴. Since many of these SEF rates are not achievable with current and potential future LADWP facilities because of the hydraulic characteristics and size of the equipment and facilities, location, timing of flows, etc., the amended licenses do not require that LADWP modify facilities to achieve these targets.

The changes proposed for the Waterfowl Restoration, Waterfowl Habitat Monitoring, and Limnology Monitoring programs are enhancements or updates to the current programs and would not have negative effects on public trust resources or the public interest.

⁴ Ramping rates in the SEF tables that are listed as maximum or minimums (and not targets) are compliance requirements.

The amended licenses are also subject to the continuing authority of the State Water Board in accordance with law and in the interest of the public welfare to protect public trust uses and to prevent waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion of water.

With the conditions identified in LADWP's environmental documents and the conditions identified in this Order below, the State Water Board finds that issuance of the amended licenses with the proposed changes will not have an unreasonable effect on public trust resources and is consistent with the public interest.

7.0 CONCLUSION

The State Water Board recognizes the hard work, dedication, and commitment of the LADWP, Mono Lake Committee, California Trout, California Department of Fish and Wildlife, Dr. William "Bill" Trush and Mr. Ross Taylor, their teams, and others that have played a role in the Mono Basin Stream Restoration and Monitoring Program, which has greatly benefited the Mono Lake Basin. The State Water Board anticipates that with the next phase of the Program, which is science-based and enables an even greater level of involvement and commitment among Stakeholder Parties, Mono Lake and its streams, fisheries, and riparian corridors will be set on a trajectory to reach and perhaps surpass stated Program goals.

As noted above, Mono Lake has not yet reached 6,391 ft amsl as of the trigger date for a lake level hearing (as identified in D1631 or as amended by this Order). Because the proposed changes and amendments to LADWP's licenses appear to have little-to-no direct bearing on the lake level criteria established by D1631, this Order does not directly address any separate issues regarding target lake levels. The State Water Board will separately schedule appropriate proceedings to gather and consider pertinent information on this issue.

The State Water Board finds that the petitions for change will not operate to the injury of any legal user of the water involved and that it is in the public interest to approve the requested changes. (Wat. Code, § 1702.)

The State Water Board finds that implementation of the amended licenses will improve the conditions of the fisheries and creeks as compared to implementation of the existing requirements in D1631 and Orders 98-05 and Order 98-07. While such implementation could have temporary incidental impacts on the channel form, water quality, fisheries, or other resources of a given creek, any such impacts would be *de minimis* compared to the benefits resulting from flow schedules which are as consistent as possible with restoring the ecological processes and conditions that benefited the pre-1941 fishery as described in the hearing record for D1631. Adaptive management of flows required by the amended licenses will further increase ecological benefits, as monitoring improves

our understanding of how best to manage flows to restore ecological processes and beneficial conditions in these creeks.

Adoption of this Order concludes the study process required by Order 98-05 paragraphs 1.b(2)(a) and (b), resolves all disputes about the feasibility of implementing the 2010 Synthesis Report, and avoids the costs and delay otherwise resulting from administrative and other litigation associated with this process and report. This Order constitutes the State Water Board's final determination of the magnitude, duration, and frequency of the stream flows necessary for the restoration of Rush, Lee Vining, Parker, and Walker creeks pursuant to D1631 and Order 98-05, subject to (i) adaptive management and (ii) the State Water Board's general authority. LADWP's performance of the measures specified in this Order, including funding obligations, along with its performance of any preexisting obligations that are not changed by this Order, constitute all of LADWP's obligations for stream restoration, fish protection, and the related monitoring program under D1631 and Orders 98-05 and 98-07, and LADWP will not be subject to any additional requirements for stream restoration and fish protection under the authorities of that Decision and those Orders.

Consistent with D1631 and Orders 98-05 and 98-07, this Order designates a Stream Monitoring Team to undertake assigned tasks related to stream and fisheries monitoring, and also designates scientists to undertake monitoring of waterfowl and Mono Lake limnology. These scientists will report to the Deputy Director as provided in the appropriate provisions of the amended licenses.

ORDER

NOW, THEREFORE, IT IS ORDERED THAT THE PETITIONS FOR CHANGE FOR WATER RIGHT LICENSES 10191 AND 10192 (APPLICATIONS 8042 AND 8043) ARE APPROVED AND AMENDED WATER RIGHT LICENSES 10191 AND 10192 ARE ISSUED WITH THE FOLLOWING CHANGES:

1. Dr. William "Bill" Trush and Mr. Ross Taylor are hereby designated as the Stream Monitoring Team and Dr. John Melack is designated as the Limnology Director. Within six months of this Order, the Deputy Director for Water Rights shall designate a Waterfowl Director as provided in the "Waterfowl and Waterfowl Habitat Monitoring Program" condition 22, item (b)(2) of the amended licenses.

2. Amended Licenses 10191 and 10192 issued by this Order incorporate all previous requirements placed on the City of Los Angeles, Department of Water and Power by Decision 1631, and State Water Board Orders WR 98-05 and WR 98-07.
3. This Order and Amended Licenses 10191 and 10192 shall supersede the requirements in State Water Board Order WR 98-07 in regard to the termination criteria as described in that Order. All other requirements in Order 98-07 affecting these amended water right licenses remain in effect, as reflected in the amended licenses, until terminated by operation of law or action of the State Water Board.
4. The City of Los Angeles, Department of Water and Power's bypass of the flows to Walker and Parker creeks, as described in the "Stream Ecosystem Flows" condition 11, Item (c) of the amended licenses, is a condition of the amended licenses and is not an abandonment of right.

OCT 01, 2021

Dated

ORIGINAL SIGNED BY

Eileen Sobeck
Executive Director



STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
STATE WATER RESOURCES CONTROL BOARD

DIVISION OF WATER RIGHTS

RIGHT TO DIVERT AND USE WATER

APPLICATION 8042

PERMIT 5555

AMENDED LICENSE 10191

Licensee City of Los Angeles
or Right Holder: Department of Water and Power
111 North Hope Street, Room 1468
Los Angeles, CA 90051-0100

The State Water Resources Control Board (State Water Board) authorizes the diversion and use of water by the Licensee in accordance with the limitations and conditions herein SUBJECT TO PRIOR RIGHTS. The priority of this right dates from **July 27, 1934**. This right is issued in accordance with the State Water Board delegation of authority to the Deputy Director for Water Rights (Resolution 2012-0029) and the Deputy Director for Water Rights redelegation of authority dated October 19, 2017. This right supersedes any previously issued right on **Application 8042**. The Licensee has made proof, to the satisfaction of the State Water Board, of the quantities of water put to beneficial use during the authorized development schedule.

The Deputy Director for Water Rights finds that: (a) the change will not operate to the injury of any lawful user of water; (b) good cause has been shown for the change; (c) the petition does not constitute the initiation of a new right; and (d) the State Water Board has made the required findings pursuant to the California Environmental Quality Act (CEQA.)

The State Water Board has complied with its independent obligation to consider the effect of the proposed change on public trust resources and to protect those resources where feasible. (*National Audubon Society v. Superior Court* (1983) 33 Cal.3d 419 [189 Cal.Rptr. 346, 658 P.2d 709].)

Licensee is hereby granted a right to divert and use water as follows:

1. Sources of water: **(1) Lee Vining Creek, (2) Walker Creek, (3) Parker Creek, and (4) Rush Creek**

tributary to: **(2)(3) Rush Creek thence (1)(4) Mono Lake**

within the County of **Mono**

2a. Location of points of diversion and points of diversion to offshore storage:

By California Coordinate System of 1983 in Zone 3	40-acre subdivision of public land survey	Section	Township	Range	Base and Meridian
(1) <u>Lee Vining Creek Intake</u> North 2,166,170 feet and East 6,955,467 feet	NE¹/₄ of NW¹/₄	20	1N	26E	MD
(2) <u>Walker Creek Intake</u> North 2,151,097 feet and East 6,959,074 feet	NW¹/₄ of NW¹/₄	4	1S	26E	MD
(3) <u>Parker Creek Intake</u> North 2,144,397 feet and East 6,959,974 feet	SW¹/₄ of NW¹/₄	9	1S	26E	MD

2b. Location of point of diversion, point of redirection, point of diversion to offshore storage, and place of storage:

By California Coordinate System of 1983 in Zone 3	40-acre subdivision of public land survey	Section	Township	Range	Base and Meridian
(4) <u>Grant Lake Dam and Reservoir</u> North 2,139,397 feet and East 6,964,774 feet	NW¹/₄ of NW¹/₄	15	1S	26E	MD

2c. Location of point of redirection:

By California Coordinate System of 1983 in Zone 4	40-acre subdivision of public land survey	Section	Township	Range	Base and Meridian
<u>Los Angeles Aqueduct Intake</u> North 2,239,370 feet and East 6,792,373 feet	NE¹/₄ of SW¹/₄	24	11S	34E	MD

2d. Location of points of diversion and places of storage:

By California Coordinate System of 1983 in Zone 3	40-acre subdivision of public land survey	Section	Township	Range	Base and Meridian
<u>Long Valley Dam and Reservoir</u> (AKA Lake Crowley): North 2,041,510 feet and East 7,081,322 feet	SE¹/₄ of NW¹/₄	19	4S	30E	MD
<u>Tinemaha Dam and Reservoir:</u> North 2,268,144 feet and East 6,787,165 feet	NE¹/₄ of NW¹/₄	26	10S	34E	MD
<u>Haiwee Reservoir Complex:</u> North 1,935,256 feet and East 6,870,739 feet	SW¹/₄ of NE¹/₄	2	21S	37E	MD

3. Purpose of use	4. Place of use				
	40-acre subdivision of public land survey	Section	Township	Range	Base and Meridian
Municipal	Within the City of Los Angeles Department of Water and Power's service area as shown on map filed with the State Water Board.				

The place of use is shown on map filed with the State Water Board.

The following acronyms and abbreviations are used in this amended license:

amsl	above mean sea level
AF	acre-feet
AFA	acre-feet per annum
AOP	Annual Operations Plan
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
cfs	cubic feet per second
DSOD	California Department of Water Resources, Division of Safety of Dams
Deputy Director	Deputy Director for the Division of Water Rights
Division	Division of Water Rights
GLOMP	Grant Lake Operations and Management Plan
GLR	Grant Lake Reservoir
Grant Outlet	Grant Lake Outlet
LADWP	Los Angeles Department of Water and Power
MAT	Mono Basin Monitoring Administration Team
MBOP	Mono Basin Operations Plan
MGORD	Mono Gate One Return Ditch
Monitoring Directors	Stream Monitoring Team, Limnology Director, and Waterfowl Director
Parties	California Department of Fish and Wildlife, Mono Lake Committee, and California Trout
RCTE	riffle crest thalweg elevation
SCE	Southern California Edison
SEFs	Stream Ecosystem Flows
SMT	Stream Monitoring Team
State Water Board	California State Water Resources Control Board
Synthesis Report	"Mono Basin Stream Restoration and Monitoring Program: Synthesis of Instream Flow Recommendations to the State Water Resources Control Board and Los Angeles Department of Water and Power" (April 30, 2010)
USFS	United States Forest Service

5. The amount of water to which this right is entitled and hereby confirmed is limited to the amount actually beneficially used for the stated purposes and shall not exceed (a) **189 cfs by direct diversion**, to be diverted from January 1 to December 31 of each year; and (b) **89,200 AFA by storage**, to be collected in Grant Lake, Long Valley, Tinemaha, and Haiwee reservoirs from January 1 to December 31 of each year as follows:

- (1) Lee Vining Creek – **83 cfs and 32,000 AFA**
- (2) Walker Creek – **6 cfs and 4,700 AFA**
- (3) Parker Creek – **11.9 cfs and 5,800 AFA**
- (4) Rush Creek – **88.1 cfs and 46,700 AFA**

(0000005E)

6. The maximum withdrawal from storage from Grant Lake, Long Valley, Tinemaha, and Haiwee reservoirs in any one year shall not exceed a total of **69,100 AF**.
(0000005D)
7. The total amount of water to be taken from the sources (direct diversion plus collection to storage) shall not exceed **167,800 AF** per calendar year of January 1 to December 31. The total amount to be placed to beneficial use (direct diversion plus withdrawal from storage) shall not exceed **147,700 AF** per calendar year of January 1 to December 31.
(0000005E)
8. The maximum rate of diversion to offstream storage shall not exceed 365 cfs.
(0000005J)

9. Mono Lake Level

For protection of Mono Lake and restoration of waterfowl habitat, diversion under this amended license is subject to the limitations specified below.

For purposes of determining the applicable water diversion criteria, the water level of Mono Lake shall be measured on April 1 of each year and the limitation on water diversions shall apply for the one-year period of April 1 through March 31 of the succeeding year, except as otherwise specified below. The water level shall be measured at the LADWP gage near Lee Vining Creek or such other gage as is approved by the Deputy Director.

Water diversion criteria applicable until the water level of Mono Lake reaches 6,391 feet above mean sea level (amsl):

- a. Licensee shall not export any water from the Mono Basin any time that the water level in Mono Lake is below 6,377 feet amsl, or any time that the water level of Mono Lake is projected to fall below 6,377 feet amsl at any time during the runoff year of April 1 through March 31.
- b. If the water level of Mono Lake is expected to remain at or above 6,377 feet amsl throughout the runoff year of April 1 through March 31 of the succeeding year based on Licensee's final May 1 runoff projections and any subsequent runoff projections, then Licensee may divert up to 4,500 AF of water per year under the terms of this amended license.
- c. If the water level of Mono Lake is at or above 6,380 feet amsl and below 6,391 feet amsl, then Licensee may divert up to 16,000 AF of water per year under the terms of this amended license.

- d. In the event that the water level of Mono Lake has not reached an elevation of 6,391 feet amsl by September 28, 2020, the State Water Board will hold a hearing to consider the condition of the lake and the surrounding area, and will determine if any further revisions to this amended license are appropriate.

Water diversion criteria applicable after the water level of Mono Lake reaches 6,391 feet amsl:

- a. Once the water level of Mono Lake has reached an elevation of 6,391 feet amsl, no diversions shall be allowed any time that the water level falls below 6,388 feet amsl.
- b. Once the water level of 6,391 feet amsl has been reached and the lake level has fallen below 6,391 feet amsl, diversions by Licensee shall be limited to 10,000 AF per year provided that the water level is at or above 6,388 feet amsl and less than 6,391 feet amsl.
- c. When the water level of Mono Lake is at or above 6,391 feet amsl on April 1, Licensee may divert all available water in excess of the amount needed to maintain the SEFs, up to the amounts otherwise authorized under this amended license.

10. Discharge from East Portal into Owens River

Licensee's combined rate of diversion through the Mono Craters Tunnel under all bases of right shall be regulated so that the sum of discharge from East Portal and the natural flow in the Owens River at East Portal do not exceed **250 cfs** as measured directly downstream of the East Portal discharge. Licensee shall make releases to the upper Owens River at a relatively stable rate consistent with operational limitations and water availability. This standard shall be incorporated into GLOMP and MBOP.

11. Stream Ecosystem Flows (SEFs)

For the protection of streams and fisheries, Licensee shall provide the Stream Ecosystem Flows (SEFs) stated in Tables 1 and 2 (located at end of license) and in item (c) of this condition. The flows shall remain instream and shall not be diverted for any other use. These flows are minimum flows unless otherwise specified.

a. General

- (1) Adaptive Management. Flow requirements in Tables 1 and 2 are subject to adaptive management as provided for in "Stream Monitoring Program" condition 20.

- (2) Maximum Ramping Rate. The maximum ramping rates specified in Tables 1 and 2 apply to flow changes which occur as a result of Licensee's operation of its points of diversion. These rates shall be calculated based on the percentage of change in flow from the average flow over the preceding 24 hours. Licensee shall operate its points of diversion to not exceed maximum ramping rates that are specified in Tables 1 and 2, or any more restrictive rates in the Mono Basin Operations Plan (MBOP) (see "Mono Basin Operations Plan" condition 14.).
 - (3) Target Ramping Rate. Licensee shall also operate to achieve the target ramping rates specified in Tables 1 and 2 to the extent feasible. The MBOP shall specify daily flow adjustments and other reasonable efforts Licensee will make to achieve or attempt to achieve the target ramping rate within each hydrograph component. Variance from a target ramping rate does not constitute a violation of this amended license or require Licensee to notify the Division pursuant to the "Operations Records and Reporting" condition 18, item (b).
 - (4) Water Year-Types. Water year-types are listed in the "Water Year Classifications" condition 16.
- b. Rush Creek. Licensee shall provide flows from GLR as specified in Table 1. Prior to completion of the modification of GLR Facilities to include an outlet (hereafter Grant Outlet), Licensee shall provide such flows to the extent possible using the existing capacity of the Mono Gate One Return Ditch and reservoir spills.
- (1) Stored Water. When necessary in order to meet these flow requirements, Licensee shall release water from storage at GLR if storage exceeds 11,500 AF. Licensee shall reduce otherwise allowable export to maintain at least 11,500 AF of storage. If GLR is at or below 11,500 AF of storage, Licensee shall bypass inflow or provide the flow requirement, whichever is less.
 - (2) Storage Rules and Criteria. In order to provide cold water flow in Rush Creek, Licensee shall comply with the following rules and criteria for GLR storage. Licensee shall reduce otherwise allowable export to meet these criteria; it shall not reduce flows below the required SEFs.
 - i. In all years, Licensee shall store at least 20,000 AF of water in GLR from July 1 through September 30.

- ii. If GLR is below 25,000 AF of storage on July 1 in a Dry or Dry/Normal I water year, Licensee shall convey all available water diverted from Lee Vining Creek through the Five Siphons Bypass to augment cold water flow in Rush Creek. Diversions through Five Siphons Bypass for this purpose shall not continue past October 1. There shall be no augmentation to Rush Creek in other water year-types or for other purposes.
 - iii. From October 1 to March 31, Licensee shall avoid, to the extent feasible, reservoir spills and flows as specified in the MBOP that would mobilize the streambed of Rush Creek.
- c. Parker and Walker Creeks. Licensee shall continuously bypass the flows of Walker and Parker Creeks, except as provided in "Operations Records and Reporting" condition 18, item (b).
- d. Lee Vining Creek. Licensee shall provide bypass flows in Lee Vining Creek as specified in Table 2.
 - (1) Licensee shall provide flow below its point of diversion at least equal to the flow specified, or the inflow, whichever is less.
 - (2) Licensee shall measure inflow at the flume upstream of the diversion pond and shall measure bypass flow at the diversion dam.

12. Grant Lake Operations and Management Plan

Until the Deputy Director approves, and Licensee implements, the MBOP, Licensee shall implement the *Grant Lake Operations and Management Plan* (Feb. 29, 1996), as revised (GLOMP), and comply with the following additional requirements.

- a. Licensee shall prepare an AOP for its proposed water diversions and releases in the Mono Basin, in accordance with GLOMP, pp. 103-104 and the AOP condition 15 herein (to the extent applicable). If, for any reason, Licensee believes it cannot meet the flow requirements specified in this amended license, it shall provide a written explanation to the Deputy Director by May 1 of each year and inform the Deputy Director of the flows that will be provided.
- b. Licensee shall make reasonable efforts to maintain flows in Rush Creek between October 1 and March 31 below 70 cfs in order to avoid potential injury to the Rush Creek fishery. The Deputy Director may revise or eliminate this requirement upon written recommendation of the CDFW or based upon other evidence that the requirement is no longer needed.

- c. In Dry/Normal and Normal years, Licensee shall seek to have between 30,000 and 35,000 AF of water in storage in GLR at the beginning and end of the run-off year (April 1 to March 31). Licensee is not required to reduce storage in GLR below 11,500 AF in order to meet flow requirements.
- d. In Wet and Extreme Wet years, Licensee shall attempt to operate GLR to maximize the probability and magnitude of spills with a target of holding 40,000 AF of water in storage at GLR on April 1. If Licensee is unable to achieve this target, it shall provide a written explanation to the Deputy Director and Parties by May 1 of each year.

13. Grant Lake Reservoir Outlet

Licensee shall modify the GLR Facilities to include Grant Outlet that assures reliable delivery of the flow requirements specified in Table 1.

- a. Approval of Design. Licensee shall diligently choose a design capable of reliably releasing the flows specified in Table 1.
 - (1) Within 18 months of issuance of the final State Water Board order amending this license to incorporate this condition, Licensee shall request the Deputy Director to determine that the proposed design is adequate to convey the flows in Table 1. The request shall include a copy of any California Department of Water Resources, DSOD findings regarding the outlet design capacity and any other documentation necessary to show that the design will reliably convey the flows in Table 1. The request shall be accompanied by the CEQA document for the project.
 - (2) Before that date, Licensee shall apply for any other regulatory approvals necessary for construction, operation, and maintenance of Grant Outlet, including approval of DSOD. The request submitted in compliance with item (a)(1) of this condition shall include documentation of such applications. Licensee shall thereafter provide a copy of each regulatory approval to the Deputy Director, within 30 days of issuance. Licensee shall take all reasonable steps to obtain such approvals so as to permit the completion of construction, and the start of operation, within four years of the order amending this license to incorporate this condition.
- b. Construction and Operation. Licensee shall begin construction of the Grant Outlet within 12 months of the completion of the CEQA document, the Deputy Director's approval, and receipt of all other necessary

regulatory approvals. Licensee shall complete construction and begin to operate Grant Outlet within 18 months of receiving such regulatory approvals.

- c. Progress Reports. Licensee shall submit quarterly progress reports to the Division during the design, permitting, and construction of Grant Outlet.
- d. Extension. If Licensee cannot achieve a deadline for reasons beyond its control, Licensee shall timely request an extension of time from the Deputy Director, and Parties may comment.
- e. Funding. In order to offset the capital cost of Grant Outlet, Licensee may divert one time up to a total of 12,000 AF of water from the Mono Basin additional to the amount otherwise authorized by this amended license ("Mono Lake Level" condition 9, item (c)), for the period when Mono Lake is at or above 6,380 feet amsl and below 6,391 feet amsl ("Additional Export").
 - (1) Compliance. Licensee shall not divert Additional Export in a manner that causes a variance from the flow and minimum storage requirements specified in the SEFs condition 11.
 - (2) Schedule. The Additional Export will become available on the following schedule:
 - i. 4,000 AF upon receipt of all necessary regulatory approvals to construct the Grant Outlet;
 - ii. 4,000 AF upon active construction of the Grant Outlet;
 - iii. 2,000 AF subsequent to the first year classified as Wet/Normal, Wet, or Extreme Wet and in which the Grant Outlet is operated to provide the flows specified in Table 1; and
 - iv. 2,000 AF subsequent to the second year classified as Wet/Normal, Wet, or Extreme Wet and in which the Grant Outlet is operated to provide the flows specified in Table 1.
 - (3) Adjustment. The schedule and amount of Additional Export are subject to adjustment in the following four circumstances:
 - i. By further agreement between the Parties and Licensee and approval of the Deputy Director.

- ii. If non-licensee funds are timely secured to pay for all or part of the capital cost of the Grant Outlet. In that event, the Additional Export shall be reduced by an acre-foot amount equivalent to the value of the funding using the current Metropolitan Water District Full Service Untreated Volumetric Cost Tier II rate.
- iii. If the total value of the Additional Export, as measured by the current Metropolitan Water District Full Service Untreated Volumetric Cost Tier II rate, exceeds 50% of the capital cost of the Grant Outlet. In that event, the Additional Export shall be reduced. The reduction shall ensure that the value of the Additional Export does not exceed 50% of the capital cost.
- iv. If, for any reason, Grant Outlet does not begin operation within four years of the date of issuance of the final State Water Board order amending this license to incorporate this condition. In that event, Licensee shall not be allowed any Additional Export; and Licensee shall compensate for any Additional Export that has already occurred, by reducing further allowable export by an equivalent amount.

- (4) Planning. Licensee shall develop the schedule and other specifications for Additional Export in the MBOP and AOP.

14. Mono Basin Operations Plan

Licensee shall develop, implement, and periodically revise a MBOP. The MBOP shall specify the rules, guidelines, and criteria for operation of Licensee's Mono Basin facilities to meet all applicable requirements across all water year-types. The MBOP, and any subsequent modifications of the plan, are subject to review, modification and approval of the Deputy Director.

- a. Content. Licensee shall base the MBOP on GLOMP, taking into account the SEFs condition 11, and the capabilities of the Grant Outlet (for any MBOP, or MBOP revision, after Grant Outlet becomes operational). The MBOP shall: (1) be consistent with substantive elements of the *Mono Basin Operations Plan Outline* (May 2014) (Attachment 1); (2) provide for development of AOPs; and (3) supplement the rules and criteria for storage in GLR otherwise specified in this amended license, as necessary to ensure reliable operation of the Grant Outlet to deliver the flow requirements in Table 1.
- b. Planning and Review Process. Within one year of the final State Water Board Order amending this license to incorporate this condition, Licensee

shall develop the MBOP and submit it to the Deputy Director for review, modification, and approval.

- (1) Licensee shall consult with the Stream Monitoring Team (SMT) as defined in the "Stream Monitoring Program" condition 20, item (a), Division staff and the Parties in the development of the initial MBOP and any revision of the plan. The consultation shall include provision of a draft plan, with reasonable opportunity for review and comment on the plan. Licensee shall convene a meeting to address any unresolved comments.
 - (2) Licensee shall use eSTREAM, another mass balance model, or an equivalent daily planning tool for the planning and review process for the MBOP. Licensee shall grant the Parties and the Division permission to use the locked model, including any updates, to assist in this process and the implementation of the plan or revision. Permission for the Division to use the model is predicated on the understanding that that the Division will treat the model as a confidential trade secret to the fullest extent possible under Evidence Code section 1060, et seq.
 - (3) If the MBOP proposes to adjust the target or maximum ramping rates as stated in this amended license, Licensee shall include in its submission to the Deputy Director the SMT's opinion of the adjustment.
- c. Revisions. Following initial approval, Licensee shall develop and submit appropriate revisions to the MBOP when construction of Grant Outlet is complete, and every five years following the completion of construction, or more frequently if recommended by the SMT, to take into account operating experience for Grant Outlet. Review and adoption of revisions shall follow the process in item (b) of this condition.

15. Annual Operations Plan

Licensee shall develop and implement AOPs consistent with the MBOP.

- a. Content. The AOP shall specify Licensee's plans to operate its Mono Basin facilities for the runoff year to reliably comply with the flow and all other applicable requirements, taking into account the water year-type and other specific circumstances.
 - (1) The AOP shall be consistent with the MBOP.

- (2) The AOP shall incorporate any adaptive management of flow requirements recommended by the SMT, as provided in "Stream Monitoring Program" condition 20, item (c).
 - (3) The AOP shall require electronic reporting to the Division, SMT, and Parties describing the implementation of specified plan of operation, including actual runoff, exports, and bypass flows.
- b. Development. By May 15 of each year, Licensee shall develop and submit an AOP to the Deputy Director for review, modification, and approval, if necessary. No Division approval will be necessary if the terms of the AOP are entirely within the parameters of the MBOP then in effect. The submittal shall be subject to a 30-day review by the Division, subject to extension. At the end of the review period, the Licensee shall implement the AOP if the Deputy Director has not objected to, or modified, the AOP. Licensee shall timely implement any conditions of approval, or other modifications of the AOP, by the Deputy Director, irrespective of the date of modification.
- (1) By March 31 of each year, the Licensee shall convene a meeting to prepare for developing the AOP, and specifically to address any adaptive management of SEFs, variances from requirements of Tables 1 and 2, monitoring results, and forecasts of hydrology and exports. The meeting shall include, at a minimum, the SMT, the Waterfowl Director, the Limnology Directors (collectively, Monitoring Directors), and the Parties.
 - (3) By April 15, Licensee shall distribute a draft AOP to the Monitoring Directors and Parties for review and comment. Not later than May 5, Licensee shall convene an in-person meeting to address any unresolved comments.
 - (4) The AOP shall set forth the procedures for informing the SMT and Parties of adjustments in operations.
- c. Reporting. Licensee shall report its implementation of the AOP as follows. Licensee shall submit an electronic monthly report to the Monitoring Directors and Parties, not later than ten calendar days after the end of the month. Consistent with substantive elements of the Annual Operations Plan Monthly Report Overview (Attachment 2), each report shall include preliminary flow, ramping, storage, and operations data as well as available runoff data in a format comparable to the AOP, and a general overview of the conditions for the reporting month as well as a description of any actual and projected adjustments in operations necessary to respond to changed or unanticipated conditions. This information shall

also be submitted to the Division within five working days of any request by the Division.

- (1) The Licensee shall submit a quarterly report to the Division, within 60 days from the end of the quarter. It shall include final flow and operations data and shall describe actions taken by the Licensee that relate to implementation of the AOP.
 - (2) Licensee shall also provide any documents or reporting information required by this amended license with the electronic report of water diversion and use.
- d. Implementation. Licensee shall meet and confer with the SMT, applicable Limnology Director or Waterfowl Director, and Parties to address projections of significant adjustments in operations. Licensee shall grant the Division and Parties permission to use eSTREAM or an equivalent daily planning tool including any update, to assist with implementation of the AOP.

16. Water Year Classifications

For purposes of determining SEFs and other operations, the hydrologic year-type classification shall be determined using projected unimpaired runoff for the runoff year April 1 through March 31 as estimated using the LADWP Runoff Forecast Model for the Mono Basin. The unimpaired runoff is the sum of forecasts for the Lee Vining Creek, Walker Creek, Parker Creek, and Rush Creek sub-basins.

- a. Preliminary determinations of the runoff classification shall be made by Licensee in February, March, and April with the final determination made on or about May 1. The preliminary determinations shall be based on hydrologic conditions to date plus forecasts of future runoff assuming median precipitation for the remainder of the runoff year. Instream flow requirements prior to the final determination in May shall be based on the most recent runoff projection. Following issuance of a final determination in May, the determined hydrologic year classification shall remain in effect until the preliminary runoff determination made in April of the next year.
- b. The hydrologic year-type classification shall be as follows:

TABLE 3: WATER YEAR TYPES

Water Year-Type	Runoff	Percent Exceedance
Dry	Less than or equal to 68.5% of average runoff	80 - 100 %
Dry/Normal	Between 68.5% and 82.5% of average runoff	60 - 80%
Dry/Normal I	Greater than 68.5% and less than or equal to 75%	60 - 70%
Dry/Normal II	Greater than 75% and less than or equal to 82.5%	70 - 80%
Normal	Greater than 82.5% and less than or equal to 107% of average runoff	40 - 60%
Wet/Normal	Greater than 107% and less than or equal to 136.5% of average runoff	20 - 40%
Wet	Greater than 136.5% of average runoff	0 - 20%
Extreme Wet	Greater than 160% of average runoff	0 - 8%

- c. The water year-type classifications in Table 3, above, are based on 1941-1990 average runoff of 122,124 AF, and shall be updated periodically in MBOP based on the exceedances in the table above.

17. Coordination with Southern California Edison (SCE)

Licensee shall in all years coordinate with SCE regarding timing of spills and releases and may encourage SCE to coordinate their spills and releases with spills or SEF flows from GLR. To the extent of Licensee’s authority, Licensee’s coordination with SCE may include granting SCE waivers from the 5 percent storage rule otherwise applicable to SCE facilities, developing AOPs in consultation with SCE, and encouraging SCE to coordinate the release of excess water from Tioga Lake with peak flows in Lee Vining Creek.

18. Operations Records and Reporting

Licensee shall maintain continuous instantaneous measuring devices at each point of diversion which are satisfactory to the Deputy Director and which measure the streamflow above the diversion facility and the flow immediately below the diversion facility. Licensee shall maintain records from which the flow above and below the diversion facility, and the quantity of water diverted can be readily determined.

- a. Licensee shall make data from all existing and future Mono Basin data collection facilities covered under this amended license available on the same day it is collected on an internet web site. Licensee shall retrofit all of its existing and future Mono Basin data collection facilities covered under this amended license as necessary in order to comply with this requirement.
- b. Licensee shall notify the Division as soon as practical but not later than 5 business days after any event when the required SEFs are not met, or Licensee has not complied with any other requirement for the operation of Licensee's Mono Basin facilities. This notice shall include a written explanation of why the requirement was not met and any corrective actions that were, or will be, taken.

19. Stream Restoration Program

- a. Tasks to be Performed by Licensee. Licensee shall implement the requirements listed below. These actions shall not be funded or administered by the MAT pursuant to "Mono Basin Monitoring Administration Team" condition 23.
 - (1) Rush Creek Return Ditch. Licensee shall operate the Rush Creek Return Ditch, as approved by the Deputy Director.
 - (2) Large Woody Debris. Licensee shall add large woody debris to Rush Creek and Lee Vining Creek on an opportunistic basis based on recommendations of the SMT.
 - (3) Sediment Bypass. Licensee shall operate sediment bypass systems for Licensee's diversion structures on Walker Creek, Parker Creek and Lee Vining Creek, as approved by the Deputy Director.
 - (4) Livestock Grazing. Livestock grazing on Licensee's property within the riparian corridors of Lee Vining Creek, Walker Creek, Parker Creek and Rush Creek, downstream of points of diversion authorized under this amended license, is prohibited. Future grazing within the riparian corridors shall be subject to approval by the Deputy Director of a plan prepared by Licensee following consultation with CDFW and the United USFS.
 - (5) Road Management. Licensee shall maintain effective road closures in the floodplains of Rush and Lee Vining Creeks.

- (6) Fish Screens. If irrigation diversions resume, Licensee shall install and maintain fish screens acceptable to the CDFW on all active points of irrigation diversion.
 - (7) Lee Vining Creek Road Crossing. If action is taken to improve the Lee Vining Creek County Road crossing, Licensee shall recommend that a culvert not be installed.
- b. Tasks to be Performed by SMT. For restoration of fish and waterfowl habitat on Rush and Lee Vining Creeks, the SMT shall select the side-channel entrances suitable for reopening, based on the recommendations on pp. 129-131 of the Synthesis Report and any more recent data gathered by the SMT. Once the SMT has selected specific side-channel entrances to be re-opened, the SMT will provide site-specific criteria that will indicate that the re-opening was successful and no further active maintenance of the side-channel is required. The SMT will then re-open and maintain the selected side-channel entrances.
- (1) Licensee shall provide funding, as provided in the “Mono Basin Monitoring Administration Team” condition 23, to re-open and maintain the selected side-channel entrances. Licensee will not be required to expend more than the amount set forth in item (f) of condition 23, to re-open and maintain the side-channel entrances.
 - (2) The person(s) or entities doing site work for the side-channel re-opening and maintenance shall be responsible for complying with any agency permitting requirements (including CDFW and Regional Water Quality Control Board permits) for that work. Licensee shall support such permitting and provide land access as necessary.
- c. Modification. Pursuant to the procedures stated in the “Stream Monitoring Program” condition 20, items (f, g and h) and subject to the limitations stated in the “Stream Monitoring Program” condition 20, item (f)(4), the SMT shall make a recommendation to the Deputy Director regarding any recommended actions to attain the termination conditions in item (d) of this condition. The State Water Board maintains continuing authority to require modification of restoration actions as appropriate.
- d. Termination. Pursuant to the procedures stated in the “Stream Monitoring Program” condition 20, the SMT shall recommend, and Licensee may recommend, to the Deputy Director when stream restoration is complete. The stream restoration and monitoring programs may be terminated (excluding any continuing tasks) upon approval of the Deputy Director following public notice and opportunity for public comment. The Deputy Director will base his or her determination upon consideration of the following factors:

- (1) Whether fish are in good condition. This includes self-sustaining populations of brown trout and other trout similar to those that existed prior to diversion of water by Licensee and which can be harvested in moderate numbers. Information regarding conditions that existed prior to LADWP's diversions is set forth in Decision 1631.
- (2) Whether the stream restoration and recovery process has resulted in a functional and self-sustaining stream system with healthy riparian ecosystem components for which no extensive physical manipulation is required on an ongoing basis.

20. Stream Monitoring Program

- a. General. To ensure that the Stream Restoration Program and SEFs are achieving the restoration goals listed in the "Stream Restoration Program" condition 19, items (d)(1) and (d)(2), Licensee and the SMT shall implement the Stream Monitoring Program set forth in this condition. The SMT shall consist of appropriate and qualified independent scientists designated by the Deputy Director. Any member of the SMT may be replaced by decision of the Deputy Director for failure to comply with the requirements of this amended license or for other cause. The SMT shall report to the State Water Board as provided herein.
- b. Stream Monitoring Tasks Performed by Licensee. Licensee shall perform the monitoring tasks stated in Section A of the "Mono Basin Stream and Fish Monitoring Plan (July 2016) ("Stream Monitoring Plan") (Attachment 3), under the direction of the SMT.
- c. Stream Monitoring Tasks Performed by SMT. The SMT shall perform the monitoring tasks stated in Section B of the Stream Monitoring Plan. Licensee shall fund the monitoring tasks performed by the SMT and stated in Section B of the Stream Monitoring Plan by providing funding to the Mono Basin Monitoring Administration Team as required in the "Mono Basin Monitoring Administration Team" condition 23.
- d. Annual Monitoring Report. The specific monitoring to be conducted each year pursuant to this condition shall be set forth by the SMT in the Annual Monitoring Report described in item (g) of this condition and attached to the AOP. The SMT may adjust priorities and other details for such tasks, on the basis of recommendation as provided in item (g) of this condition.
- e. Use of Results. The results of the Stream Monitoring Plan shall be used to: (i) inform adaptive management of the SEFs, restoration program, and operations of Licensee's Mono Basin facilities; (ii) inform the State Water

Board and the public of the status of stream and fishery restoration in light of the factors stated in “Stream Restoration Program” condition 19, item (d); and (iii) serve as the basis for any further revisions to or termination of the monitoring program. The Stream Monitoring Program may terminate as provided in condition 19, item (d).

- f. Adaptive Management. The flow requirements in the “Stream Ecosystem Flows (SEFs)” condition 11, the restoration actions in the “Stream Restoration Program” condition 19, and the monitoring tasks in the “Stream Monitoring Program” condition 20, item (c), are subject to adaptive (including real-time) management by the SMT to achieve the goals specified in the “Stream Restoration Program” condition 19, item (d). Any adaptive management of flow requirements that are not within the parameters of the MBOP then in effect are subject to Deputy Director approval prior to implementation by Licensee. Adaptive management actions that do not require Deputy Director approval shall be submitted to the Division with the electronic report of water diversion and use.
- (1) Form. The SMT may recommend adaptive management of flow requirements in one of two ways: (i) in the Annual Monitoring Report and in comments on the AOP, for implementation in the following year; or (ii) on a real-time basis in response to unforeseen circumstances. Such recommendations shall be made by written notice to the Division, and are subject to review, modification, and approval of the Deputy Director. Such recommendations shall be developed in consultation with Licensee and Parties, each of whom shall designate representatives with the qualifications and authority necessary to assist in such adaptive management. For all other adaptive management recommendations, the SMT shall provide written notice to the Division.
 - (2) Implementation. The Licensee shall implement the recommendations, with any modifications included in the Deputy Director’s approval, unless timely disputed pursuant to the procedure specified in the “Dispute Resolution” condition 28.
 - (3) Range. Such adaptive management may modify the flow requirements specified in Table 1 or 2, by: (i) modifying the start or end dates, duration, or ramping rate of a hydrograph component, or specifying the timing or magnitude of a flow bypass in excess of Table 1 or 2, in order to improve ecological functions, or (ii) temporarily reducing flow for safety during stream monitoring activities.
 - (4) Limitations. Such adaptive management, including the range specified in item (f), paragraph (3) of this condition, shall not

materially: (i) increase the volume of water required to meet the flow requirements in the applicable Table 1 or 2 and the requirements of “Mono Lake Level” condition 9, (ii) reduce allowable export, or (iii) increase Licensee’s operational or capital costs. Adaptive management of (i) the restoration actions in the “Stream Restoration Program” condition 19 and (ii) the monitoring tasks in the “Stream Monitoring Program” condition 20 will not be considered to “increase Licensee’s operational or capital costs” as long as the recommended actions can be accomplished with the funding provided by Licensee pursuant to the “Mono Basin Monitoring Administration Team” condition 23, item (f). Further, such adaptive management does not authorize Licensee to take any action otherwise prohibited by this amended license.

- g. Annual Monitoring Reports. By February 1 of each year, the SMT shall submit to the Licensee an Annual Monitoring Report, setting forth the team’s evaluation of results and recommendations of any adaptive monitoring program. The monitoring report shall also include a comparison of stream conditions with the conditions in existence prior to 1941 and the stream conditions in existence prior to resumption of flows in Rush Creek in 1983, Lee Vining Creek in 1986, Walker Creek in 1990, and Parker Creek in 1990.
- (1) The SMT shall consult with Licensee and the Parties in the preparation of this report. It shall provide a draft report for their review and comment.
 - (2) By May 15 of each year, Licensee shall submit the SMT’s Annual Monitoring Report to the Division. Its submittal may include comments on the final report’s findings and recommendations and shall address the status of restoration projects undertaken pursuant to the conditions of this amended license.
- h. Periodic Overview Report. The SMT shall develop a Periodic Overview Report on the Stream Monitoring and Restoration Programs. This shall occur after Licensee has operated Grant Outlet to release SEFs in two above-Normal runoff years, at least one of which is Wet or Extreme Wet.
- (1) The report shall evaluate trends in stream conditions relative to the metrics in the “Stream Restoration Program” condition, item d, and Table 1 of the Stream Monitoring Plan (Attachment 2). It shall make recommendations for changes to the Stream Monitoring and Restoration Programs to increase effectiveness or reduce cost of the Programs, or for termination thereof.

- (2) In the development of the Periodic Overview Report, the SMT shall consult with Licensee and Parties and shall provide a draft plan for their review and comment.
- (3) The SMT shall submit the Periodic Overview Report to the Division. In response to this report, Licensee may request changes in the Programs or termination thereof. After considering any such request, responses thereto, or other comments by the Licensee or Parties, the Deputy Director may review and take final action on the recommendations in the report.

21. Waterfowl Habitat Restoration

Licensee shall implement the following measures from *Mono Basin Waterfowl Habitat Restoration Plan* (Feb. 29, 1996), with the following revisions, in order to help restore waterfowl habitat in the Mono Basin.

- a. North Basin Measures. Licensee shall provide funding in the amount of \$275,000 to the MAT pursuant to the requirements listed in the "Mono Basin Monitoring Administration Team" condition 23. The funding shall be used for unobtrusive lake-fringing waterfowl habitat restoration projects in the North Basin having all necessary state and/or federal approvals.
 - (1) The MAT shall determine if USFS intends, within one year of the issuance of this amended license, to finalize projects proposed prior to December 31, 2004 that restore or improve waterfowl habitat on USFS land or other land in the County Ponds and Black Point area. If finalized, funding priority shall be given to such projects.
 - (2) If no USFS programs are finalized within one year of the order amending this license to incorporate this condition, the MAT shall disperse funds for other unobtrusive lake-fringing waterfowl habitat restoration projects in the North Basin having all necessary state and/or federal approvals.
 - (3) Licensee and MAT are not required to assume responsibility for management or decisions regarding management of federal land, nor are they required to pay for any environmental review or studies undertaken by the USFS in accordance with its land management decisions and responsibilities. Any financial assistance to the USFS required by this provision is limited to funds needed to perform work which the USFS determines is appropriate to improve its water diversion and distribution facilities and related work to restore or improve waterfowl habitat in the County Ponds and/or Black Point areas.

- (4) The Waterfowl Director (provided in the “Mono Lake Limnology Monitoring Program, and Waterfowl and Waterfowl Habitat Monitoring Program” condition 22, item (b)) may recommend use of the \$275,000 consistent with this provision. If the Waterfowl Director carries out any waterfowl habitat restoration projects with this funding, the Waterfowl Director or sub consultants shall be responsible to comply with any permitting requirements of other agencies, and Licensee shall support such permitting and provide land access as necessary.
- b. Prescribed Burns. When Mono Lake reaches an elevation of 6,391 feet amsl, the State Water Board will consider the options and benefits of Licensee reactivating the prescribed waterfowl habitat burn program. If the program is reactivated, Licensee shall proceed with obtaining the necessary permits and approvals for the prescribed burning program described in the *Mono Basin Waterfowl Habitat Restoration Plan* (Feb. 29, 1996). Licensee shall provide the Deputy Director a copy of any environmental documentation for the program. Following review of the environmental documentation, Deputy Director may direct Licensee to proceed with implementation of the prescribed burning program. The Deputy Director may modify the requirements related to the prescribed burning program in the event that necessary permits cannot be obtained, there is evidence the burning may cause significant adverse environmental effects or damage to nearby property, or other information indicates that the program should be modified.
- c. Non-Native Vegetation. In the event that an interagency program is established for the control or elimination of salt cedar (*Tamarix*) or other non-native vegetation deemed harmful to waterfowl habitat in the Mono Basin, Licensee shall participate in that program and shall report on any work which it undertakes to control salt cedar or other non-native vegetation. Licensee’s report on work undertaken to control salt cedar or other non-native vegetation shall be included as a part of the annual report on waterfowl habitat restoration projects and filed with electronic report of water diversion and use.
- d. Environmental Review. In the event Licensee or MAT provides financial assistance for waterfowl habitat restoration projects proposed by another governmental agency, Licensee shall not be required to assume the environmental review responsibilities of the agency proposing the project. Prior to providing financial assistance for projects proposed by another governmental agency, Licensee or MAT shall inform the Deputy Director of the specific project for which financial assistance is to be provided with the electronic report of water diversion and use and shall provide a copy of relevant environmental documents to the Deputy Director. The Deputy

Director shall review any environmental document(s) submitted by Licensee. Licensee shall not provide financial assistance for projects pursuant to this amended license prior to: (1) notification that the Deputy Director has reviewed the environmental document; and (2) notification from the Deputy Director that the proposed project is consistent with applicable requirements.

22. Mono Lake Limnology Monitoring Program, and Waterfowl and Waterfowl Habitat Monitoring Program

The Licensee shall implement the hydrology, Mono Lake limnology, waterfowl habitat, and waterfowl population monitoring programs as described in the *Mono Basin Waterfowl Habitat Restoration Plan* (Feb. 29, 1996), with those revisions approved by the State Water Board including the following, in order to monitor the restoration and recovery of waterfowl habitat and waterfowl populations in the Mono Basin. These programs may be further modified by the Deputy Director in response to a request by Licensee or other entity, or as otherwise appropriate. Except as provided below, these programs shall be funded and administered by the MAT pursuant to the "Mono Basin Monitoring Administration Team" condition 23.

a. Mono Lake Limnology Monitoring Program

- (1) The Mono Lake Limnology Monitoring Program shall include, at a minimum, monitoring of meteorology, lake limnology, phytoplankton, and brine shrimp.
- (2) The Mono Lake Limnology Monitoring Program shall be carried out under the direction of a Limnology Director designated by the Deputy Director, after considering the recommendations of the Parties. The Limnology Director shall have expertise in the limnology of saline lakes. The Limnology Director may be replaced by decision of the Deputy Director for failure to comply with the requirements of this amended license or for other cause.

b. Waterfowl and Waterfowl Habitat Monitoring Program.

- (1) The Waterfowl and Waterfowl Habitat Monitoring Program shall include monitoring of springs, vegetation in riparian and lake-fringing wetland habitats, and waterfowl population surveys and studies.
- (2) The Waterfowl and Waterfowl Habitat Monitoring Program shall be carried out under the direction of a Waterfowl Director designated by the Deputy Director. Within 6 months of issuance of the final State Water Board order amending this license to incorporate this

condition, the Licensee and the Parties shall jointly nominate the Waterfowl Director. In the event of a dispute, the Division shall designate the director pursuant to the procedure provided in "Dispute Resolution" condition 28. The Waterfowl Director may thereafter be replaced by decision of the Deputy Director for failure to comply with the requirements of this amended license or for other cause.

- (3) Under the direction of the Waterfowl Director, the Licensee shall provide aerial photographs to the Waterfowl Director sufficient for use in waterfowl population studies and sufficient to identify changes in vegetation in waterfowl habitat areas. The aerial photographs for waterfowl population studies shall include waterfowl in the Mono Basin, at Bridgeport Reservoir, and at Long Valley Reservoir. The frequency of providing aerial photographs can be modified upon a determination by the Deputy Director. Licensee shall provide data in a format compatible for use with Geographic Information Systems. This requirement shall not be funded or administered by the MAT.
- c. Annual Monitoring Report. By May 15 of each year, Licensee shall submit final Annual Monitoring Reports to the Division. To facilitate this, by March 1 of each year, the Limnology Director and the Waterfowl Director shall each submit an Annual Monitoring Report to the Licensee, including evaluation of results and any recommendations for changes in the Waterfowl and Waterfowl Habitat Restoration Program.
- (1) In the development of their respective annual reports, the Limnology Director and the Waterfowl Director shall consult with the Licensee and Parties and shall provide drafts for their review and comment.
 - (2) Licensee's submittal to the Division may include comments on the findings and recommendations stated in the reports and shall address the status of restoration projects in the Mono Lake Basin. The Deputy Director maintains continuing authority to consider any comments by Licensee or Parties and modify this program.
- d. Periodic Overview Report. Every five years, the Limnology Director and the Waterfowl Director shall jointly develop a Periodic Overview Report on the Mono Lake Limnology Monitoring Program, and Waterfowl and Waterfowl Habitat Monitoring Program, and the waterfowl and limnology restoration actions required by this amended license. The report shall evaluate trends and make recommendations for changes to these Programs to increase effectiveness or reduce cost.

- (1) In the development of the Periodic Overview Review, the Limnology Director and the Waterfowl Director shall consult with Licensee and Parties and shall provide a draft report for their review and comment.
- (2) The Waterfowl Director and the Limnology Director shall submit their Periodic Overview Report to the Division. In response to this report, Licensee may move for changes in these Programs or termination thereof. The Deputy Director maintains continuing authority to consider any request, responses thereto, or other comments by Licensee or other Parties and to modify these Programs.

23. Mono Basin Monitoring Administration Team

- a. Purposes. To facilitate the implementation of the Stream Restoration and Monitoring Programs, a MAT shall be established. The MAT shall: (1) develop an annual Expenditure Plan for monitoring and specified restoration actions; and (2) oversee a Fiscal Administrator's contracts with the SMT, the Limnology Director, and the Waterfowl Director (collectively, Monitoring Directors), for the performance of their respective monitoring tasks, and any contract for administrative services necessary for the MAT to carry out its purposes. The MAT shall consist of the Parties and Licensee.
- b. Governance. The MAT shall consist of: CDFW, Mono Lake Committee, California Trout (with respect to the stream monitoring and restoration programs only), and the Licensee.
 - (1) Within 6 months after the final State Water Board order amending this license to include this condition, the MAT members shall enter into an agreement specifying meeting and governance procedures, including procedures that provide for timely resolution of any disputes.
 - (i). Under these procedures, the MAT shall carry out all actions approved by a majority of its members unless and until directed otherwise by the Division pursuant to the "Dispute Resolution" condition 28. A MAT member may not delay or prevent action by inaction or failure to participate in votes.
 - (ii). These procedures shall permit an independent annual audit under standard procedures used for a non-profit corporation. The cost of an audit shall be covered from a mutually agreeable source other than the State Water Board or

funding provided by Licensee under the MAT condition 23, item f.

- (2) Each member shall designate a representative who shall participate in the MAT's deliberations and votes, as follows: (i) for Licensee, the Aqueduct Manager or higher; (ii) for CDFW, an Environmental Scientist or higher; (iii) for Mono Lake Committee, the Eastern Sierra Policy Director or higher; and (iv) for California Trout, the Eastern Sierra Program Manager or higher.
- c. Fiscal Administrator. The MAT shall select and supervise a Fiscal Administrator, who shall be responsible: to (1) enter into and administer contracts with Monitoring Directors, (2) pay their invoices, and (3) perform certain other administrative duties.
- d. Administration of Monitoring Account.
 - (1) The Fiscal Administrator shall establish and administer a Mono Basin Monitoring Account at a bank or similar financial institution.
 - (2) The Fiscal Administrator shall prepare contracts and annual task orders with the Monitoring Directors, for the MAT's review and approval. Upon such approval, the Fiscal Administrator shall execute a contract or work order, as applicable. At the request of the applicable Monitoring Director, the Fiscal Administrator may enter into a conforming contract with a subconsultant for the performance of a monitoring task or a restoration project. The Monitoring Directors may assign tasks to Licensee's employees for performance, subject to the Licensee's approval and provided Licensee is responsible for the costs associated with such performance.
 - (3) The MAT shall review invoices for consistency with the approved Expenditure Report and Plan and applicable work orders. Upon its approval of an invoice, MAT shall instruct Fiscal Administrator to pay the invoice.
- e. Other Administration. The Fiscal Administrator, directly or through a contractor acceptable to the MAT, shall: (i) assist the Licensee, MAT, and Monitoring Directors in convening meetings related to the preparation of required plans and report, (ii) report to the MAT on all contracts and expenditures, and (iii) assist MAT in preparation of the Expenditure Report and Plan and related matters.
- f. Funding. Licensee shall fund the Mono Basin Monitoring Account, as follows.

- (1) Within 30 days of the Final Order, Licensee shall make one-time payments of: (i) \$500,000 for stream restoration projects as specified in the "Stream Restoration Program" condition 19, item (b); and (ii) \$275,000, pursuant to "Waterfowl Habitat Restoration" condition 21, item (a).
 - (2) By November 1 of each year, Licensee shall make an annual payment to the Monitoring Account for the purpose of next year's monitoring and associated administrative costs, excluding those tasks assigned to Licensee. This payment shall be \$575,000 (2014), of which \$299,000 shall be for stream monitoring, and \$276,000 for waterfowl and limnology monitoring. This payment shall be adjusted annually by Consumer Price Index (Los Angeles-Riverside).
 - (3) In any year in which Licensee is required to undertake an aerial photographic survey of riparian corridors, as provided in the "Stream Monitoring Program" condition 20, item (b), and Licensee chooses to comply with this requirement by requesting that the SMT undertake the survey, Licensee shall contribute an additional \$15,000 to the MAT stream monitoring fund in the year the survey is performed.
 - (4) Not later than September 1, the Licensee shall notify the Division if it disputes its obligation to provide such funding as required by the preceding paragraph. Any such dispute shall be limited to the issue whether the MAT has performed as required by this condition. The Division shall undertake to resolve such dispute in a timely manner. Licensee shall not withhold any required payment to the Mono Basin Monitoring Account unless and until the Division authorizes such action following resolution of Licensee's dispute.
 - (5) Licensee's funding obligation will be amended or ended upon Deputy Director termination of some or all of the monitoring programs, respectively. The funding amounts identified herein constitute Licensee's total monitoring finding obligations under the terms of Decision 1631 and Orders 98-05 and 98-07.
- g. Expenditure Report and Plan. By May 15 of each year, the MAT shall submit an Expenditure Report and Plan to the Division. The MAT, in consultation with the Monitoring Directors and the Fiscal Administrator, shall prepare a draft 30 days before final submittal.
- (1) The report shall include an accounting of all expenditures, contracts, and related matters in that year.

- (2) The plan shall propose a plan for expenditure of the annual funding for the following year's monitoring tasks. The MAT may propose: priorities for monitoring within the scope of the approved monitoring programs, the carry-over of funds to subsequent years for non-annual monitoring tasks, and the use of funds to cover the necessary costs of administration, including the Fiscal Administrator.
 - (3) The MAT shall implement the Expenditure Plan 30 days after submittal to the Division if the Deputy Director has not modified the plan. The MAT shall implement any modifications made by the Deputy Director.
- h. Termination of MAT. At any time after 10 years from the date of issuance of the final State Water Board order amending this license to incorporate this condition, Licensee may request termination of MAT. The Deputy Director may approve such termination upon approval of an alternative method to implement required monitoring programs. At any time, the Deputy Director may terminate the MAT: (1) on his or her own initiative; (2) on a request demonstrating that the MAT has not performed consistent with this condition; or (3) on a showing that the MAT's continuing administration of the monitoring programs will not be cost-effective. The Deputy Director may, at any time, invoke this subdivision for failure of the MAT to comply with the requirements of this amended license. Termination of the MAT shall not end or alter Licensee's obligations pursuant to other terms and conditions of this amended license; provided that, if such termination occurs at any time after 10 years from the date of approval of this condition, the Deputy Director will make a new determination whether to require continued reopening of side channels as provided in the "Stream Restoration Program" condition 19. Any funds remaining in the Mono Basin Monitoring Account upon termination of the MAT revert to Licensee.
- i. Limitations. The Licensee shall operate its Mono Basin facilities in compliance with all applicable requirements. It shall not delegate any such responsibility to the MAT.

24. Environmental Compliance by Licensee

- a. Unless otherwise provided in this amended license, Licensee shall be responsible for compliance with all applicable state and federal statutes governing environmental review of projects necessary to comply with the terms of the amended license.

- b. Licensee shall serve as lead agency for purposes of conducting the environmental review of programs or actions which it intends to carry out pursuant to the provisions of this amended license, in accordance with the provisions of the California Environmental Quality Act (CEQA, Public Resources Code sections 21000 *et seq.*). Licensee shall prepare a negative declaration, mitigated negative declaration, or environmental impact report for any projects it proposes to carry out which it determines are not exempt from CEQA, and shall submit a copy of relevant environmental documents to the Deputy Director. The Deputy Director shall review any environmental document(s) submitted by Licensee. Licensee shall not proceed with any project which is not exempt from CEQA prior to: (1) notification that the Deputy Director has reviewed the environmental document; and (2) notification from the Deputy Director to proceed with the specified project in accordance with: the provisions of this amended license, any mitigation measures proposed by Licensee, and any other mitigation measures determined to be necessary by the Deputy Director.
- c. If an environmental impact report is required for any measures in the restoration plans referenced in this amended license and approved by the State Water Board, or if revisions to the plans are necessary in order to qualify for a mitigated negative declaration, then the restoration plan or plans involved should be resubmitted for State Water Board approval following completion of the environmental impact report or negative declaration.

25. Cultural Resources

Licensee shall implement the Cultural Resources Treatment Plan as approved by the Deputy Director.

(0380500)

26. Access.

Licensee shall provide the Monitoring Directors and individuals and entities acting under their direction with access to Licensee's land and facilities as necessary to carry out the restoration and monitoring requirements set forth in this amended license.

(0000011)

27. Documents

- a. Upon request, Licensee shall make copies of any and all documents (research designs, interim reports, draft reports, final reports, flow data, etc.) relating to provisions of this amended license available to the Deputy Director or his/her designee. Any notice or other document submitted to

the Division pursuant to these conditions shall be simultaneously served to the Parties by electronic mail or equivalent method, without charge.

- c. The Deputy Director will maintain a current reference file which includes:
(i) all monitoring and compliance reports; (ii) Attachments 1 and 2 to this amended license; (iii) *Mono Basin Stream Restoration and Monitoring Program: Synthesis of Instream Flow Recommendation to the State Water Resources Control Board and Los Angeles Department of Water and Power* (April 30, 2010); (iv) *Mono Basin Waterfowl Habitat Restoration Plan* (Feb. 29, 1996); (v) any other plans and reports referenced in this amended license; and (vi) prior orders, plans, and correspondence related to compliance with this amended license.

28. Dispute Resolution

- a. The Division will encourage and assist the Parties and Licensee to undertake informal dispute resolution.
- b. Any disputes regarding Licensee's compliance with the requirements of this amended license may be resolved by the Deputy Director. Upon a showing of good cause, the Deputy Director shall have the discretion and authority to modify provisions of this amended license regarding measures for restoration of streams and waterfowl habitat in the Mono Basin, provided that the Deputy Director shall promptly advise the State Water Resources Control Board of any such action(s). All actions by the Deputy Director taken pursuant to this paragraph, or otherwise pursuant to delegated authority in administration of this amended license, are subject to review by the State Water Board. Any modification of provisions of this amended license shall be preceded by notice to the Parties and opportunity for comment. In the event of a decision requiring action prior to providing an opportunity for comment, the Deputy Director shall promptly notify the Parties and provide an opportunity for comment on the action which was taken. The Deputy Director shall advise the State Water Board regarding whether and when it would be appropriate to schedule a hearing to determine when the stream and waterfowl habitat restoration measures required under this amended license may be deemed complete.

29. In accordance with the requirements of Fish and Game Code Section 5946, this amended license is conditioned on full compliance with Section 5937 of the Fish and Game Code. The Licensee shall release sufficient water into the streams from its dams to reestablish and maintain the fisheries which existed in them prior to its diversion of water.

(0140066) (0150066)

30. For purposes of water right fees associated with this amended license, Licensee shall report to the State Water Board within 10 days of April 1 in the year when

the level of Mono Lake reaches 6,391 feet amsl as of April 1. The report shall state that (1) the target lake level of 6,391 feet amsl was reached as of April 1; (2) pursuant to Term 2 of State Water Board Order WRO 2004-0025-EXEC, the 16,000 acre-foot per annum diversion limitation no longer applies once the target level is reached; and (3) consistent with State Water Board Order WRO 2004-0025-EXEC, it may be appropriate to assess higher annual fees for Licenses 10191 and 10192.

THIS RIGHT IS ALSO SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

A. Right holder is on notice that: (1) failure to timely commence or complete construction work or beneficial use of water with due diligence, (2) cessation or partial cessation of beneficial use of water, or (3) failure to observe any of the terms or conditions of this right, may be cause for the State Water Board to consider revocation (including partial revocation) of this right. (Cal. Code Regs., tit. 23, § 850.)
(0000016)

B. Right holder is on notice that when the State Water Board determines that any person is violating, or threatening to violate, any term or condition of a right, the State Water Board may issue an order to that person to cease and desist from that violation. (Wat. Code, § 1831.) Civil liability may be imposed administratively by the State Water Board pursuant to Wat. Code, § 1055, or may be imposed by the superior court. The Attorney General, upon the request of the board, shall petition the superior court to impose, assess, and recover those sums. (Wat. Code, § 1846.)
(0000017)

C. Right holder is not authorized to make any modifications to the location of diversion facilities, place of use or purposes of use, or make other changes to the project that do not conform with the terms and conditions of this right, prior to submitting a change petition and obtaining approval of the State Water Board.
(0000018)

D. Right holder shall measure the amount of water beneficially used under this right using devices and/or methods satisfactory to the Deputy Director for Water Rights.

In order to demonstrate compliance with the beneficial use monitoring requirements of this right, right holder shall provide evidence that the devices and/or methods are functioning properly, in a manner satisfactory to the Deputy Director of Water Rights, within thirty days of first use of the device and/or method, with the reports required by chapter 2.7, title 23, California Code of Regulations, and whenever requested by the Division of Water Rights.
(0000015)

E. Right holder shall comply with the reporting requirements as specified in the terms of this right or any reporting requirements by statute, order, policy, regulation, decision, judgment, or probationary designation. The more stringent requirement shall control in each instance where there is conflict or inconsistency between the requirements.

Right holder shall comply with the reporting requirements of chapter 2.7, title 23, California Code of Regulations.

Right holder shall promptly submit any reports, data, or other information that may reasonably be required by the State Water Board, including but not limited to documentation of water diversion and beneficial use under this right, and documentation of compliance with the terms and conditions of this right.

(0000010)

F. Right holder shall grant, or secure authorization through right holder's right of access to property owned by another party, the staff of the State Water Board, and any other authorized representatives of the State Water Board the following:

1. Entry upon property where water is being diverted, stored, or used under a right issued by the State Water Board or where monitoring, samples and/or records must be collected under the conditions of this right;
2. Access to copy any records at reasonable times that are kept under the terms and conditions of a right or other order issued by State Water Board;
3. Access to inspect at reasonable times any project covered by a right issued by the State Water Board, equipment (including monitoring and control equipment), practices, or operations regulated by or required under this right; and,
4. Access to photograph, sample, measure, and monitor at reasonable times for the purpose of ensuring compliance with a right or other order issued by State Water Board, or as otherwise authorized by the Water Code.

(0000011)

G. This right shall not be construed as conferring right of access to any lands or facilities not owned by right holder.

(0000022)

H. All rights are issued subject to available flows. Inasmuch as the source contains treated wastewater, imported water from another stream system, or return flow from other projects, there is no guarantee that such supply will continue.

(0000025)

I. This right does not authorize diversion of water dedicated by other right holders under a senior right for purposes of preserving or enhancing wetlands, habitat, fish and wildlife resources, or recreation in, or on, the water. (Wat. Code, § 1707.) The Division maintains information about these dedications. It is right holder's responsibility to be aware of any dedications that may preclude diversion under this right.

(0000212)

- J. No water shall be diverted or used under this right, and no construction related to such diversion shall commence, unless right holder has obtained and is in compliance with all necessary permits or other approvals required by other agencies. If an amended right is issued, no new facilities shall be utilized, nor shall the amount of water diverted or used increase beyond the maximum amount diverted or used during the previously authorized development schedule, unless right holder has obtained and is in compliance with all necessary requirements, including but not limited to the permits and approvals listed in this term.

Within 90 days of the issuance of this right or any subsequent amendment, right holder shall prepare and submit to the Division a list of, or provide information that shows proof of attempts to solicit information regarding the need for, permits or approvals that may be required for the project. At a minimum, right holder shall provide a list or other information pertaining to whether any of the following permits or approvals are required: (1) lake or streambed alteration agreement with the Department of Fish and Wildlife (Fish & G. Code, § 1600 et seq.); (2) Department of Water Resources, Division of Safety of Dams approval (Wat. Code, § 6002); (3) Regional Water Quality Control Board Waste Discharge Requirements (Wat. Code, § 13260 et seq.); (4) U.S. Army Corps of Engineers Clean Water Act section 404 permit (33 U.S.C. § 1344); and (5) local grading permits.

Right holder shall, within 30 days of issuance of any permits, approvals, or waivers, transmit copies to the Division.

(0000203)

- K. Urban water suppliers must comply with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.). An "urban water supplier" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 AF of water annually.

Agricultural water users and suppliers must comply with the Agricultural Water Management Planning Act (Act) (Water Code, § 10800 et seq.). Agricultural water users applying for a permit from the State Water Board are required to develop and implement water conservation plans in accordance with the Act. An "agricultural water supplier" means a supplier, either publicly or privately owned, providing water to 10,000 or more irrigated acres, excluding recycled water. An agricultural water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers.

(0000029D)

- L. Pursuant to Water Code sections 100 and 275 and the common law public trust doctrine, all rights and privileges under this right, including method of diversion, method of use, and quantity of water diverted, are subject to the continuing

authority of the State Water Board in accordance with law and in the interest of the public welfare to protect public trust uses and to prevent waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion of said water.

The continuing authority of the State Water Board may be exercised by imposing specific requirements over and above those contained in this right with a view to eliminating waste of water and to meeting the reasonable water requirements of right holder without unreasonable draft on the source. Right holder may be required to implement a water conservation plan, features of which may include but not necessarily be limited to (1) reusing or reclaiming the water allocated; (2) using water reclaimed by another entity instead of all or part of the water allocated; (3) restricting diversions so as to eliminate agricultural tailwater or to reduce return flow; (4) suppressing evaporation losses from water surfaces; (5) controlling phreatophytic growth; and (6) installing, maintaining, and operating efficient water measuring devices to assure compliance with the quantity limitations of this right and to determine accurately water use as against reasonable water requirements for the authorized project. No action will be taken pursuant to this paragraph unless the State Water Board determines, after notice to affected parties and opportunity for hearing, that such specific requirements are physically and financially feasible and are appropriate to the particular situation.

The continuing authority of the State Water Board also may be exercised by imposing further limitations on the diversion and use of water by right holder in order to protect public trust uses. No action will be taken pursuant to this paragraph unless the State Water Board determines, after notice to affected parties and opportunity for hearing, that such action is consistent with California Constitution, article X, section 2; is consistent with the public interest; and is necessary to preserve or restore the uses protected by the public trust.

(0000012)

- M. The quantity of water diverted under this right is subject to modification by the State Water Board if, after notice to right holder and an opportunity for hearing, the State Water Board finds that such modification is necessary to meet water quality objectives in water quality control plans which have been or hereafter may be established or modified pursuant to Division 7 of the Water Code. No action will be taken pursuant to this paragraph unless the State Water Board finds that (1) adequate waste discharge requirements have been prescribed and are in effect with respect to all waste discharges which have any substantial effect upon water quality in the area involved, and (2) the water quality objectives cannot be achieved solely through the control of waste discharges.

(0000013)

- N. This right does not authorize any act which results in the taking of a candidate, threatened or endangered species or any act which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & G. Code, § 2050 et seq.) or the federal Endangered Species Act (16 U.S.C. § 1531 et seq.). If a "take" will result from any act authorized under this right, right holder shall obtain any required authorization for an incidental take prior to construction or operation of the project. Right holder shall be responsible for meeting all requirements of the applicable Endangered Species Act for the project authorized under this right.

(0000014)

- O. The State Water Board's and the Deputy Director's approval authority includes the authority to withhold approval or to require modification of a proposal or plan prior to approval.
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This right is issued and Licensee takes it subject to the following provisions of the Water Code:

Section 1627. A license shall be effective for such time as the water actually appropriated under it is used for a useful and beneficial purpose in conformity with this division (of the Water Code) but no longer.

Section 1629. Every licensee, if he accepts a license, does so under the conditions precedent that no value whatsoever in excess of the actual amount paid to the State therefore shall at any time be assigned to or claimed for any license granted or issued under the provisions of this division (of the Water Code), or for any rights granted or acquired under the provisions of this division (of the Water Code), in respect to the regulation by any competent public authority of the services or the price of the services to be rendered by any licensee or by the holder of any rights granted or acquired under the provisions of this division (of the Water Code) or in respect to any valuation for purposes of sale to or purchase, whether through condemnation proceedings or otherwise, by the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State, of the rights and property of any licensee, or the possessor of any rights granted, issued, or acquired under the provisions of this division (of the Water Code).

Section 1630. At any time after the expiration of twenty years after the granting of a license, the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State shall have the right to purchase the works and property occupied and used under the license and the works built or constructed for the enjoyment of the rights granted under the license.

Section 1631. In the event that the State, or any city, city and county, municipal water district, irrigation district, lighting district, or political subdivision of the State so desiring to purchase and the owner of the works and property cannot agree upon the purchase price, the price shall be determined in such manner as is now or may hereafter be provided by law for determining the value of property taken in eminent domain proceedings.

STATE WATER RESOURCES CONTROL BOARD



*Erik Ekdahl, Deputy Director
Division of Water Rights*

Dated: OCT 01, 2021

Enclosures:

Tables 1A to 1G - Stream Ecosystem Flows in Rush Creek

Tables 2A to 2C - Stream Ecosystem Flows in Lee Vining Creek

Attachment 1 – Mono Basin Operations Plan Outline

Attachment 2 - Annual Operations Plan Monthly Report Overview

Attachment 3 - Mono Basin Stream and Fish Monitoring Plan

TABLE 1A: RUSH CREEK STREAM ECOSYSTEM FLOWS FOR EXTREME-WET YEARS

Hydrograph Component	Timing	Flow Requirement	Ramping Rate
Spring Baseflow	April 1 – April 30	40 cfs	Maximum: 10% or 10 cfs*
Spring Ascension	May 1 – May 15	40 cfs ascending to 80 cfs	Target: 5% Maximum: 25%
Spring Bench	May 16 – June 11	80 cfs	Maximum: 20%
Snowmelt Ascension	June 12 – June 22	80 cfs ascending to 220 cfs	Target: 10% Maximum: 20%
Snowmelt Bench	June 23 – August 10	220 cfs	Maximum Ascending: 20% Maximum Descending: 10% or 10 cfs*
Snowmelt Flood and Snowmelt Peak	Starting between June 23 and July 19 with the 5-day peak between June 29 and July 29	220 cfs ascending to 750 cfs, 750 cfs for 5 days, 750 cfs descending to 220 cfs	Target Ascending: 20% Maximum Ascending: 40% Maximum Descending: 10% or 10 cfs*
Medium Recession (Node)	August 11 – August 25	220 cfs descending to 87 cfs	Target: 6% Maximum: 10% or 10 cfs*
Slow Recession	August 26 – September 30	87 cfs descending to 30 cfs	Target: 3% Maximum: 10% or 10 cfs*
Fall and Winter Baseflow	October 1 – March 31	27 cfs target (25 cfs minimum and 29 cfs maximum)	Maximum: 10% or 10 cfs*
			* whichever is greater

TABLE 1B: RUSH CREEK STREAM ECOSYSTEM FLOWS FOR WET YEARS

Hydrograph Component	Timing	Flow Requirement	Ramping Rate
Spring Baseflow	April 1 – April 30	40 cfs	Maximum: 10% or 10 cfs*
Spring Ascension	May 1 – May 15	40 cfs ascending to 80 cfs	Target: 5% Maximum: 25%
Spring Bench	May 16 – June 11	80 cfs	Maximum: 20%
Snowmelt Ascension	June 12 – June 19	80 cfs ascending to 170 cfs	Target: 10% Maximum: 20%
Snowmelt Bench	June 20 – August 1	170 cfs	Maximum Ascending: 20% Maximum Descending: 10% or 10 cfs*
Snowmelt Flood and Snowmelt Peak	Starting between June 20 and July 8 with the 5-day peak between June 27 and July 19	170 cfs ascending to 650 cfs, 650 cfs for 5 days, 650 cfs descending to 170 cfs	Target Ascending: 20% Maximum Ascending: 40% Maximum Descending: 10% or 10 cfs*
Medium Recession (Node)	August 2 – August 15	170 cfs descending to 71 cfs	Target: 6% Maximum: 10% or 10 cfs*
Slow Recession	August 16 – September 13	71 cfs descending to 30 cfs	Target: 3% Maximum: 10% or 10 cfs*
Summer Baseflow	September 14 – September 30	30 cfs target 28 cfs minimum	Maximum: 10% or 10 cfs*
Fall and Winter Baseflow	October 1 – March 31	27 cfs target 25 cfs minimum and 29 cfs maximum	Maximum: 10% or 10 cfs*
			* whichever is greater

TABLE 1C: RUSH CREEK STREAM ECOSYSTEM FLOWS FOR WET/NORMAL YEARS

Hydrograph Component	Timing	Flow Requirement	Ramping Rate
Spring Baseflow	April 1 – April 30	40 cfs	Maximum: 10% or 10 cfs*
Spring Ascension	May 1 – May 15	40 cfs ascending to 80 cfs	Target: 5% Maximum: 25%
Spring Bench	May 16 – June 11	80 cfs	Maximum: 20%
Snowmelt Ascension	June 12 – June 18	80 cfs ascending to 145 cfs	Target: 10% Maximum: 20%
Snowmelt Bench	June 19 – July 23	145 cfs	Maximum Ascending: 20% Maximum Descending: 10% or 10 cfs*
Snowmelt Flood and Snowmelt Peak	Starting between June 19 and July 1 with the 3-day peak between June 26 and July 10	145 cfs ascending to 550 cfs, 550 cfs for 3 days, 550 cfs descending to 145 cfs	Target Ascending: 20% Maximum Ascending: 40% Maximum Descending: 10% or 10 cfs*
Medium Recession (Node)	July 24 – August 4	145 cfs descending to 69 cfs	Target: 6% Maximum: 10% or 10 cfs*
Slow Recession	August 5 – September 1	69 cfs descending to 30 cfs	Target: 3% Maximum: 10% or 10 cfs*
Summer Baseflow	September 2 – September 30	30 cfs target 28 cfs minimum	Maximum: 10% or 10 cfs*
Fall and Winter Baseflow	October 1 – March 31	27 cfs target 25 cfs minimum and 29 cfs maximum	Maximum: 10% or 10 cfs*
			* whichever is greater

TABLE 1D: RUSH CREEK STREAM ECOSYSTEM FLOWS FOR NORMAL YEARS

Hydrograph Component	Timing	Flow Requirement	Ramping Rate
Spring Baseflow	April 1 – April 30	40 cfs	Maximum: 10% or 10 cfs*
Spring Ascension	May 1 – May 15	40 cfs ascending to 80 cfs	Target: 5% Maximum: 25%
Spring Bench	May 16 – June 11	80 cfs	Maximum: 20%
Snowmelt Ascension	June 12 – June 16	80 cfs ascending to 120 cfs	Target: 10% Maximum: 20%
Snowmelt Bench	June 17 – July 14	120 cfs	Maximum Ascending: 20% Maximum Descending: 10% or 10 cfs*
Snowmelt Flood and Snowmelt Peak	Starting between June 17 and June 25 with the 3-day peak between June 23 and July 3	120 cfs ascending to 380 cfs, 380 cfs for 3 days, 380 cfs descending to 120 cfs	Target Ascending: 20% Maximum Ascending: 40% Maximum Descending: 10% or 10 cfs*
Medium Recession (Node)	July 15 – July 26	120 cfs descending to 58 cfs	Target: 6% Maximum: 10% or 10 cfs*
Slow Recession	July 27 – August 17	58 cfs descending to 30 cfs	Target: 3% Maximum: 10% or 10 cfs*
Summer Baseflow	August 18 – September 30	30 cfs target 28 cfs minimum	Maximum: 10% or 10 cfs*
Fall and Winter Baseflow	October 1 – March 31	27 cfs target 25 cfs minimum and 29 cfs maximum	Maximum: 10% or 10 cfs*
			* whichever is greater

TABLE 1E: RUSH CREEK STREAM ECOSYSTEM FLOWS FOR DRY/NORMAL II YEARS

Hydrograph Component	Timing	Flow Requirement	Ramping Rate
Spring Baseflow	April 1 – May 18	40 cfs	Maximum: 10% or 10 cfs*
Spring Ascension	May 19 – June 2	40 cfs ascending to 80 cfs	Target: 5% Maximum: 25%
Snowmelt Bench	June 3 – June 30	80 cfs	Maximum Ascending: 20% Maximum Descending: 10% or 10 cfs*
Snowmelt Flood and Snowmelt Peak	Starting between June 2 and June 15 with the 3-day peak between June 6 and June 21 coinciding with Parker and Walker Creek peaks	80 cfs ascending to 200 cfs, 200 cfs for 3 days, 200 cfs descending to 80 cfs	Target Ascending: 20% Maximum Ascending: 40% Maximum Descending: 10% or 10 cfs*
Medium Recession (Node)	July 1 – July 8	80 cfs descending to 48 cfs	Target: 6% Maximum: 10% or 10 cfs*
Slow Recession	July 9 – July 24	48 cfs descending to 30 cfs	Target: 3% Maximum: 10% or 10 cfs*
Summer Baseflow	July 25 – September 30	30 cfs target 28 cfs minimum	Maximum: 10% or 10 cfs*
Fall and Winter Baseflow	October 1 – March 31	27 cfs target 25 cfs minimum and 29 cfs maximum	Maximum: 10% or 10 cfs*
			* whichever is greater

TABLE 1F: RUSH CREEK STREAM ECOSYSTEM FLOWS FOR DRY/NORMAL 1 YEARS

Hydrograph Component	Timing	Flow Requirement	Ramping Rate
Spring Baseflow	April 1 – April 30	40 cfs	Maximum: 10% or 10 cfs*
Spring Ascension	May 1 – May 15	40 cfs ascending to 80 cfs	Target: 5% Maximum: 25%
Snowmelt Bench	May 16 – July 3	80 cfs	Maximum Ascending: 20% Maximum Descending: 10% or 10 cfs*
Medium Recession (Node)	July 4 – July 9	80 cfs descending to 55 cfs	Target: 6% Maximum: 10% or 10 cfs
Slow Recession	July 10 – July 30	55 cfs descending to 30 cfs	Target: 3% Maximum: 10% or 10 cfs*
Summer Baseflow	July 31 – September 30	30 cfs target 28 cfs minimum	Maximum: 10% or 10 cfs*
Fall and Winter Baseflow	October 1 – March 31	27 cfs target 25 cfs minimum and 29 cfs maximum	Maximum: 10% or 10 cfs*
			* whichever is greater

TABLE 1G: RUSH CREEK STREAM ECOSYSTEM FLOWS FOR DRY YEARS

Hydrograph Component	Timing	Flow Requirement	Ramping Rate
Spring Baseflow	April 1 – April 30	30 cfs	Maximum: 10% or 10 cfs*
Spring Ascension	May 1 – May 18	30 cfs ascending to 70 cfs	Target: 5% Maximum: 25%
Snowmelt Bench	May 19 – July 6	70 cfs	Maximum Ascending: 20% Maximum Descending: 10% or 10 cfs*
Medium Recession (Node)	July 7 – July 12	70 cfs descending to 48 cfs	Target: 6% Maximum: 10% or 10 cfs*
Slow Recession	July 13 – July 28	48 cfs descending to 30 cfs	Target: 3% Maximum: 10% or 10 cfs*
Summer Baseflow	July 29 – September 30	30 cfs target 28 cfs minimum	Maximum: 10% or 10 cfs*
Fall and Winter Baseflow	October 1 – March 31	27 cfs target 25 cfs minimum and 29 cfs maximum	Maximum: 10% or 10 cfs*
			* whichever is greater

TABLE 2A LEE VINING CREEK STREAM ECOSYSTEM FLOWS

Timing: April 1 – September 30						Year-type: Extreme/Wet, Wet, Wet/Normal, Normal, Dry/Normal II				
Maximum ramping at the beginning and end of this period is 20%.										
Inflow	Flow Requirement									
30 cfs or less	Licensee shall bypass inflow.									
31 – 250 cfs	Licensee shall bypass flow in the amount corresponding to inflow which is displayed as blocks of 10 cfs (left-hand vertical column) and 1 cfs increments within such blocks (top horizontal row).									
	0	1	2	3	4	5	6	7	8	9
30		30	30	30	30	30	31	32	33	34
40	30	31	32	33	34	35	36	37	38	39
50	35	36	37	38	39	40	41	42	43	44
60	45	46	47	48	49	50	51	52	53	54
70	55	56	57	58	59	60	61	62	63	64
80	60	61	62	63	64	65	66	67	68	69
90	70	71	72	73	74	75	76	77	78	79
100	75	76	77	78	79	80	81	82	83	84
110	85	86	87	88	89	90	91	92	93	94
120	95	96	97	98	99	100	101	102	103	104
130	100	101	102	103	104	105	106	107	108	109
140	110	111	112	113	114	115	116	117	118	119
150	120	121	122	123	124	125	126	127	128	129
160	130	131	132	133	134	135	136	137	138	139
170	135	136	137	138	139	140	141	142	143	144
180	145	146	147	148	149	150	151	152	153	154
190	155	156	157	158	159	160	161	162	163	164
200	160	161	162	163	164	165	166	167	168	169
210	170	171	172	173	174	175	176	177	178	179
220	180	181	182	183	184	185	186	187	188	189
230	190	191	192	193	194	195	196	197	198	199
240	195	196	197	198	199	200	201	202	203	204
250	200									
251 cfs and greater	Licensee shall bypass inflow.									

TABLE 2B: LEE VINING CREEK STREAM ECOSYSTEM FLOWS

Timing: April 1 – September 30						Year-type: Dry/Normal I, Dry				
Maximum ramping at the beginning and end of this period is 20%.										
Inflow	Flow Requirement									
30 cfs or less	Licensee shall bypass inflow.									
31 – 250 cfs	Licensee shall bypass flow in the amount corresponding to inflow which is displayed as blocks of 10 cfs (left-hand vertical column) and 1 cfs increments within such blocks (top horizontal row).									
	0	1	2	3	4	5	6	7	8	9
30		30	30	30	30	30	30	30	30	30
40	30	30	30	30	30	30	30	30	30	30
50	30	30	30	30	30	30	30	30	31	32
60	32	33	34	34	35	36	36	37	38	38
70	39	40	41	41	42	43	43	44	45	45
80	46	47	47	48	49	49	50	51	52	52
90	53	54	54	55	56	56	57	58	59	59
100	60	61	61	62	63	64	64	65	66	66
110	67	68	69	69	70	71	72	72	73	74
120	74	75	76	77	77	78	79	80	80	81
130	82	82	83	84	85	85	86	87	88	88
140	89	90	91	91	92	93	94	94	95	96
150	97	97	98	99	100	100	101	102	103	103
160	104	105	106	106	107	108	109	109	110	111
170	112	112	113	114	115	115	116	117	118	118
180	119	120	121	121	122	123	124	124	125	126
190	127	128	128	129	130	131	131	132	133	134
200	134	135	136	137	138	138	139	140	141	141
210	142	143	144	144	145	146	147	148	148	149
220	150	151	151	152	153	154	155	155	156	157
230	158	158	159	160	161	162	162	163	164	165
240	165	166	167	168	169	169	170	171	172	172
250	173									
251 cfs and greater	Licensee shall bypass inflow.									

TABLE 2C: LEE VINING CREEK STREAM ECOSYSTEM FLOWS

Timing: October 1 – March 31		Year-type: All		
Maximum ramping at the beginning and end of this period and at all times is 20%.				
Timing	Flow Requirement			
	Extreme/Wet, Wet	Wet/Normal	Normal	Dry/Normal II, Dry/Normal I, Dry
October 1 – October 15	30 cfs	28 cfs	20 cfs	16 cfs
October 16 – October 31	28 cfs	24 cfs	18 cfs	
November 1 – November 15	24 cfs	22 cfs		
November 16 – March 31	20 cfs	20 cfs		

Attachment 1

Los Angeles Department of Water and Power

**Amended Licenses 10191 (Application 8042) and 10192
(Application 8043)**

Mono Basin Operations Plan Outline

INTRODUCTION

Plan for management of Mono Basin streams (Lee Vining, Rush, Walker, Parker) and aqueduct facilities including Grant Lake Reservoir. Plan presents the Stream Ecosystem Flows (SEFs) and Mono Lake level requirements and identifies operational rules and procedures necessary to reliably deliver SEFs, follow lake level rules, and export water.

Background

Discuss D1631, GLOMP, Order 98-05, Synthesis Report.

Synthesis of Instream Flow Recommendations Report

Brief description & reason for the report. Briefly describe CAMMP modeling subgroup and insights gained from collaborative effort.

Changes from GLOMP

Brief discussion of changes. More detailed discussions in body of report. Direct reader to sections where major changes are discussed. Include overview of revised hydrographs. Include overview of new infrastructure to support implementation of SEFs.

Document Organization

Include each chapter title, plus brief description of chapter. Brief description can be intro paragraph to chapter.

MONO BASIN HYDROLOGY

This section discusses Mono Basin hydrology. Year types are redefined based on the period of record and 50-year average runoff is updated every 5 years upon approval of MBOP revisions by the Deputy Director, Division of Water Rights (Deputy Director). Discussion of additional factors that may affect Mono Basin hydrology.

Mono Basin Overview

Provide overview of streams draining to Mono Lake. Streams are snowmelt-driven, and most of the contributing precipitation occurs in winter. Upstream SCE reservoirs also affect the timing of runoff, but usually there is little effect on volume over the course of the runoff year. Include revised projections of when Mono Lake will reach 6,391.

Recurrence Intervals

Analysis of overall annual runoff for period of record vs. the last 50 years. Compare with what was used in D1631.

Year Types

Define year types based on period of record and recurrence interval analysis.

Climate Change

Long-term changes observed and expected. Summarize already observed and probable future effects of climate change. Discuss findings of LADWP 2011 Eastern Sierra Climate Study.

LADWP MONO BASIN FACILITIES

Overview of operations, facilities, and limitations. Much of this (except Lee Vining facilities and planned Grant Outlet upgrade) can be taken from GLOMP with some revision.

Operations Overview

Mono Basin Facilities

Lee Vining Diversion Facility

Diverts water from Lee Vining Creek into Lee Vining Conduit. Langemann gate provides greater operating efficiency. Discuss in detail the different ways the facility can be managed and the pros and cons of each strategy.

Lee Vining Conduit

Runs from Lee Vining Creek at the Diversion Facility to Grant Lake Reservoir.

Walker Creek Diversion Facility

Provides capability to divert to Lee Vining Conduit, but no water is currently diverted during most year-types. Discuss in detail the sediment bypass procedures.

Parker Creek Diversion Facility

Provides capability to divert to Lee Vining Conduit, but no water is currently diverted during most year-types. Discuss in detail the sediment bypass procedures.

Lee Vining Conduit Five Siphon Bypass Facility

Allows diversion of Lee Vining water to Rush Creek. Used to achieve water temperatures in Rush Creek in Dry and Dry-Normal I years. Discuss in detail the operations procedures.

Grant Lake Reservoir

Regulates flow on Rush Creek, receives flow from Lee Vining Creek, and stores water for SEFs, export, fishery, recreation, and marina purposes. Grant Lake Reservoir allows LADWP to provide higher peak flows to Rush Creek and lower base flows to Rush Creek and Lee Vining Creek than would otherwise occur from the regulated SCE flows.

Grant Lake Reservoir Outlet Facility (existing)

Regulates flow released from Grant Lake Reservoir. Flow goes to export or to Rush Creek through MGORD. Discuss in detail the operations procedures.

Grant Lake Reservoir Outlet Facility (new)

This is the new larger Grant Lake Reservoir outlet that delivers SEF flows to Rush Creek.

Facility Location

Facility Design and Specifications

Facility Construction

Facility Operation

Mono Gate One

Used to divert water released from Grant Lake Reservoir down Rush Creek through MGORD. Formerly difficult to operate and imprecise in regulating flow, but upgraded in 2009 and tested in 2011. Discuss upgrades and current operations in detail.

Mono Gate One Return Ditch

Returns flow from Grant Lake Reservoir to Rush Creek. Capacity is 380 cfs but maintenance and monitoring are needed in order to use that capacity. Ditch was tested in 2004 and 2011, and the

tests provided some valuable data discussed in other sections. Discuss in detail the operations, maintenance, and monitoring procedures.

Mono Tunnels

Export passes from West Portal to East Portal through the Mono Craters Tunnel. Discuss in detail the operations, maintenance, and monitoring procedures.

Operational Limitations

Facilities are limited in their precision, which affects LADWP's ability to regulate flows. SCE reservoirs regulate flow in Rush Creek upstream of Grant Lake Reservoir and in Lee Vining Creek. Discuss the operational limitations and accuracy of each facility.

MANAGEMENT RESOURCES

Resources available to effectively manage LADWP facilities, Mono Basin streams, reservoirs, and Mono Lake. (Portions of data and models sections can be taken from GLOMP with some revision.)

Data

Snow Surveys/Pillows

Field Reconnaissance

Flow Monitoring

All measuring stations identified in L10191 and L10192 post same-day information on the Internet. Discuss each measuring device and its accuracy. Discuss Website, Daily Aqueduct Report, and procedures and sources of error or down-time in detail. Discuss plans for upgrades or changes. Daily average data is included in annual reporting; discuss other sources of data (AS400) and the types of data and period of record. Discuss availability of different data sources.

Models

Runoff Forecast Model

The runoff forecast model is used to predict the annual runoff for the four streams and the monthly distribution of runoff. Operations are based on the year type predicted by the runoff forecast model on February 1, March 1, and April 1 and updated on May 1. Discuss the May 1 forecast protocol developed in 2011 and implemented in 2012.

Mono Basin Operational Model -- eSTREAM

The Grant Lake model previously was used for annual operations only. It did not have the capability to run useful multi-year simulations. eSTREAM, a MS-Excel-based model, was developed by Watercourse Engineering and has been improved by a collaborative effort between the parties. eSTREAM is a key tool that will be used each year to plan releases, exports, and reservoir levels specified in the AOP. Monthly runs will allow AOP adjustments based on actual events

Peak Snowmelt Prediction Model

The timing of the release of peak flows in Rush Creek should coincide, if possible, with the peaks in Parker and Walker Creeks. Rush Creek peak can be timed to coincide with seeding of riparian species in certain years. A peak snowmelt prediction model allows the timing of these peaks to be more accurately predicted, contributing to more efficient operations.

Degree-day Model for Predicting Cottonwood Seeding

This model was developed by McBain & Trush and used by LADWP to predict peak seed release from cottonwoods. This model can be used in conjunction with the peak snowmelt prediction model in order to time Rush Creek's peak for each year's optimum ecological opportunities.

LADWP Personnel

Watershed Resources

Hydrographers

Water Operation Engineers

Other Entities

Mono Lake Committee, Cal Trout , California Dept. of Fish and Wildlife

Monitoring Administration Team (MAT)

Southern California Edison

US Forest Service

MONO BASIN STREAMFLOW HYDROGRAPHS

Contains SEFs. Discuss each hydrograph component, ramping rates, and other relevant elements. Discuss effects and considerations for successive year types.

Overview of SEF Hydrographs

Approach, what they accomplish.

Base Flows

Base flows provide fish habitat, BMI habitat, and groundwater and vegetation maintenance.

Spring Base Flow

Summer Base Flow

Fall Base Flow

Winter Base Flow

Rising Limb

Spring Ascension

Spring Bench

Snowmelt Ascension

Snowmelt Bench

The snowmelt bench provides a starting and ending point for the release of a snowmelt flood.

Snowmelt Flood

Peak Timing

Peak Magnitude and Frequency

Ecological Functions

Peak magnitude does geomorphic work and/or inundates floodplain for vegetation growth. Moves LWD etc. (get list from Synthesis Report), discuss instantaneous vs. daily average

Ecological Functions of Winter Floods

Peak Duration

Ecological Functions

Peak duration affects sediment movement and vegetation germination. Suspended sediment experiments in 2005 contributed to understanding.

Fast Recession

Recession Limb

Medium Recession (Node)

Slow Recession

Temperature Management

How to manage required temperature control releases from Lee Vining Creek into Rush Creek.

Ramping Rates

Purposes of Synthesis Report ramping rates. Ramping rate options for achieving better timing of Rush Creek peaks with Parker/Walker peaks and/or seedling germination, depending on whether maximum geomorphic work or maximum vegetation rooting is the goal for the year. Ramping guidance, targets, and minima from Synthesis Report. Flexibility for quick reaction to opportunities/events and operational and facility limitations.

October 1 – March 31 Rush Creek flow limitations

Review license conditions designed to avoid negative fishery impacts during this time of year

Successive Year Type Effects

Successive dry years. Successive wet years. How operations are affected in these situations. Less runoff than predicted may be available after multiple dry years, and identify what actions to take at specified thresholds as reservoir declines each year.

Adaptive Management of SEFs

Describe how SEFs may be adaptively managed, the limits on adjustments, and how annual adaptive management adjustments are determined and reported.

Interim Rush Creek SEF

Described modified Rush Creek SEFs that apply until the new Grant Lake Outlet is placed into service.

Streamflow Hydrographs

The complete SEF hydrographs for Rush, Lee Vining, Walker, and Parker creeks

GRANT LAKE RESERVOIR MANAGEMENT

Reservoir minimums

Minimum pool: 11,500 acre feet

Temperature minimum: 20,000 acre-feet July 1 – September 30

Trigger for temperature releases at five siphons: below 25,000 acre-feet July 1

Reservoir management approach required for new Grant Lake Outlet to function

Discuss how reservoir level management is integral to new Outlet having capability to reliably deliver Rush Creek SEFs. Refer to reservoir management targets and rules in the "Operational Planning Guidelines" section.

MONO LAKE LEVELS

Streamflow planning should include water in addition to SEFs, when required, to meet lake level requirements. Describe lake level rules affecting exports. Provide forecast for lake level rise.

Lake Maintenance Water

Water needed to reach target lake level and maintain long-term management level. During transition period, and in certain post-transition period situations, flow in excess of the SEFs are released to achieve lake level requirements and comply with export rules. There are better and worse times of year to release that water. General guidance for releasing lake maintenance water to maximum benefit will be described here. The Annual Operation Plan will incorporate specific annual adaptively managed release schedules that specify when to release lake level maintenance water

Lake Level rules for exports

Transition Period

Post-transition period

Lake Level transition period

Provides current modeling forecast for the time needed for Mono Lake to achieve the 6,391 trigger elevation.

MONO BASIN EXPORTS

Discuss available exports. Discuss Upper Owens requirements. Describe desired schedule – timing and magnitude by year type--for exports from Grant Reservoir.

Available Exports

Exports are limited by Mono Lake levels, SEFs, GLR levels, Upper Owens flow cap, and downstream aqueduct constraints. Water available to export is managed throughout the year to maintain GLR levels and provide export.

Upper Owens River

Review export rules related to Upper Owens and their effect on scheduling exports.

Export scheduling

Review desired time pattern for exports. Review LADWP export goals for different year types. The export plan for each specific year will be developed in the Annual Operation Plan.

OPERATIONAL PLANNING GUIDELINES

This is the section of the report which will be used by operators and planners to schedule the releases and exports. Planning guidelines cover stream releases and export for each runoff year type.

SEF schedules by year type for all four creeks

Adaptive management of the SEF schedule is also possible; how developed and how to incorporate into planning

SEF Adjustments for Interim Operation period

Modified Rush Creek rules until Grant Lake Reservoir outlet is operational including any temporary Reservoir rules necessary during construction.

Guidelines for additional release for Mono Lake level maintenance

Provides guidelines in tabular form for scheduling additional water releases to achieve and maintain Mono Lake levels. The timing of these flows may be also be identified in annual adaptive management specifications.

Grant Lake Reservoir Targets/Rules by Year Type

Detailed reservoir rules and targets necessary to assure reliable delivery of Rush Creek SEF utilizing new Grant Lake Outlet. Describe how these rules and targets were developed via modeling and other techniques. Describe compliance check points and prioritized corrective actions if targets not met.

Extreme Wet

Wet

Wet-Normal

Normal

Dry-Normal II

Dry-Normal I

Dry

Extenuating circumstances

ANNUAL OPERATIONS PLAN

Describe the purpose and goals of the Annual Operations Plan (AOP). Outline the procedure and timeline for development and submission to the State Water Board.

Purpose and goals

The AOP will describe how operations will work for the current year-type to accomplish exports and stream releases in accordance with the provisions of the water license. The goal is to develop the AOP in a collaborative manner with the involved parties to avoid disputes and assure smooth and efficient operations during the course of the year.

Contents

The AOP will provide specific daily and other information about the flow schedule, export, and all facility operations for the year ahead. The AOP will also review the prior year's plan and compare it to actual runoff and operations.

Adaptive Management

The AOP will incorporate adaptive management adjustments to the SEFs.

Development and update process

The AOP is created yearly. A draft plan is created in April and a final is completed in May. The final is submitted to the State Water Board by May 15.

Drafts will be circulated among the parties with meetings and phone calls as necessary to facilitate development of the final plan. An early May in-person meeting will be held to review the draft plan and resolve any issues.

In June, July, August, September, and October, updates of actual runoff, inflows, releases, exports, and reservoir levels for the previous month will be sent to the parties, evaluating forecast accuracy and identifying any necessary changes to the plan.

Annual Meeting

An annual in-person meeting will be conducted in early May or other convenient time to review the draft AOP and resolve outstanding questions before submission of the final AOP to State Water Board. Meetings will be in Bishop unless an alternate location is preferred by the parties.

Disputes

The goal is to produce an AOP that has support of LADWP and the settlement parties. Reasonable efforts will be made by all parties to resolve disagreements during AOP development process. Unresolved issues may be taken up with the Deputy Director, Division of Water Rights when the AOP is submitted.

MONO BASIN OPERATIONS PLAN REVISIONS AND UPDATES

MBOP is a living document that should contain up to date information to maximize efficiency of LADWP operations, assure compliance, and facilitate communications with involved parties.

Revision Schedule

MBOP to be developed and revised consistent with the terms of the settlement agreement.

Revision Process

Revisions will be developed in collaboration with interested parties with goal of preparing a jointly supported document. Revision process to include circulation of changes, comment period, discussion meeting. Revised document will be submitted to State Water Board for review, comment period, and final approval.

REFERENCES AND APPENDICES

Comments and Responses to Comments on 2014 MBOP

2010 Synthesis Report

1996 Grant Lake Operations and Management Plan

Attachment 2

Los Angeles Department of Water and Power

**Amended Licenses 10191 (Application 8042) and 10192
(Application 8043)**

Annual Operations Plan Monthly Report Overview

*To provide report contents clarity for Amended Licenses 10191 and 10192's condition
15(c)*

Annual Operations Plan Monthly Report Overview

Monthly Report

Amended Licenses 10191 and 10192's provision 15(c) provides for LADWP to "submit an electronic monthly report to the SMT, Limnology and Waterfowl Monitoring Directors, and Parties, not later than ten calendar days after the end of the month." The following components shall be included in the monthly report, and the report may be adapted over time to include new and changed data sources and information:

- 1) An Operations Report that includes
 - a. Overview data
 - (1) Including water year-type classification and permissible runoff year exports, Mono Lake elevation, reservoir storage, forecasted and actual unimpaired runoff, actual inflow, planned and actual exports and releases.
 - b. Amended Licenses conditions in effect for the month
 - (1) including Grant Lake, Rush Creek, Lee Vining Creek, and Exports
 - c. Criteria used to determine which condition is in effect
 - d. Narrative information about Annual Operations Plan (AOP) implementation.
 - (1) Narrative will address relevant content in the Mono Basin Operations Plan (MBOP) and the year's AOP (not just the license tables).
 - (2) Narrative will include a description of the month's hydrology and operations, how they differed from the AOP, and any recommended (or already-made) operational changes needed to respond to changed or unanticipated conditions.
 - (3) Narrative will include, when applicable, year-to-date hydrology, such as the forecasted unimpaired runoff to date vs. observed
 - (4) Narrative will include any other relevant information required by the Amended Licenses, MBOP, AOP or at the discretion of LADWP. For example, in May the final runoff and Mono Lake level forecasts would be relevant, in June or July a report of peak flow magnitudes and dates would be relevant, and in wet years any releases of water for Mono Lake on top of minimum SEFs would be relevant.
 - e. The attached sample report shows one option for concise presentation of this information

- 2) A Preliminary Daily Data Report from Mono Basin stations relevant to AOP implementation, attached as an Excel file (or similar format such as CSV). The Preliminary Daily Data Report is expected to provide provisional (not final) data and include:
 - a. Grant Lake Reservoir elevation and storage, shown alongside any relevant rule curves, targets, or planned operations from the AOP (this may be shown graphically as well).
 - b. Mean daily data or 7 AM daily read data or both
 - (1) Lee Vining above
 - (2) Lee Vining below
 - (3) Walker above
 - (4) Walker below
 - (5) Parker above
 - (6) Parker below
 - (7) Rush above
 - (8) Grant Outflow (cone valve)
 - (9) MGORD release
 - (10) Grant Outlet (spillway gates)
 - (11) Grant uncontrolled spill
 - (12) Rush below (summed total of sources)
 - (13) Lee Vining conduit diversion
 - (14) Five Siphons Bypass
 - (15) West Portal
 - (16) East Portal
 - (17) Upper Owens below East Portal
 - (18) Rush below Walker and Parker confluence (sum of sources and new gauge when available)
 - c. Annual Operations Plan planned flows
 - (1) Lee Vining Creek
 - (2) Rush Creek
 - (3) West Portal
 - d. Daily ramping rate
 - (1) Lee Vining Creek below
 - (2) Rush below (summed total of sources)
 - e. Grant Lake data, midnight or 7AM read
 - (1) Grant stage
 - (2) Grant storage
 - (3) Grant storage change
 - f. Daily Southern California Edison (SCE) storage at Rush Meadows, Gem, Agnew, Saddlebag, Tioga, and Rhinedollar Lakes (subject to availability of data from SCE)
 - g. Operation notes relevant to operational changes

- h. Data from new stations and sources as relevant, new data from existing stations as relevant, etc.
- 3) A Preliminary Monthly Data Report from Mono Basin stations relevant to AOP implementation, attached as an Excel file (or similar format such as CSV). The Preliminary Monthly Data Report will include:
- a. All months of the runoff year
 - b. Actual and Forecasted unimpaired runoff for Lee Vining Creek, Rush Creek, Walker Creek, and Parker Creek
 - c. Report to include summary forecasted and actual unimpaired runoff totals to date for the four stations above
 - d. Report to include end of month SCE storage at Rush Meadows, Gem, Agnew, Saddlebag, Tioga, and Rhinedollar Lakes (subject to availability of data from SCE)
 - e. Mono Lake monthly forecasted vs. actual elevation

Quarterly Report

Amended Licenses 10191 and 10192's provision 15(c)(1) provides for LADWP to "submit a quarterly report to the Division, within 60 days from the end of the quarter. It shall include final flow and operations data and shall describe actions taken by the Licensee that relate to implementation of the AOP."

The quarterly report shall cover a three-month time span and be similar in content to the monthly report. In addition, it shall:

- 1) Provide final (not provisional) data
- 2) Include daily or monthly maximum and minimum flow data or both for
 - a. Lee Vining Creek below
 - b. Rush below (summed total of sources)

Attachment 3

Los Angeles Department of Water and Power

**Amended Licenses 10191 (Application 8042) and 10192
(Application 8043)**

Mono Basin Stream and Fish Monitoring Plan

July 2016

This plan states the monitoring tasks related to Lee Vining, Rush, Parker and Walker Creeks, pursuant to Amended Licenses 10191 and 10192. Upon approval by the State Water Resources Control Board (State Water Board), Licensee shall perform those tasks stated in Section A, and the Stream Monitoring Team (SMT) shall perform those tasks stated in Section B.

A. TASKS PERFORMED BY LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP)

1. *Sediment bypass monitoring*

Licensee shall demonstrate to the Deputy Director, Division of Water Rights (Deputy Director) that the sediment bypass facilities on Parker and Walker Creeks are effectively passing the bedload.

2. *Aerial photography*

Licensee shall undertake an aerial photographic survey of riparian corridors at five-year intervals and after Wet and Extreme-Wet years, provided that Licensee shall not be required to undertake more than three surveys in a trailing five-year period. The surveys shall cover the creek corridor of 1) Rush Creek from Grant Lake Reservoir (GLR) to Mono Lake, 2) Lee Vining Creek from Highway 395 to Mono Lake, and 3) Parker and Walker Creeks from the Lee Vining Conduit to the Rush Creek confluence.

The surveys shall produce high resolution orthorectified photographs that are true color images (four bands, including Near InfraRed), attain 3.5 cm per pixel resolution, and use airborne GPS/IMU.

The Licensee may copyright any such survey that it undertakes; provided that Licensee shall make the images available to the State Water Board, Parties, and Stream Monitoring Team (SMT) at no charge to facilitate the monitoring and restoration activities described in Amended Licenses 10191 and 10192.

Licensee may obtain and provide photographic survey information of the same or better quality by other means, including by requesting that the surveys be undertaken by the SMT. If the SMT undertakes such a survey at the request of Licensee, that survey shall be funded and administered by the Monitoring Administration Team (MAT), as provided in Amended Licenses 10191 and 10192, "Mono Basin Monitoring Administration Team (MAT)" condition 23, item (f)(3).

3. *One-time test of Five Siphons Bypass Release*

Incident to the initial operation of the Five Siphons Bypass as required in the Amended Licenses 10191 and 10192, "Stream Ecosystem Flows (SEFs)" condition 11, item (b)(2)(ii), Licensee shall notify the SMT and shall allow the team to design and conduct a one-time test of the effects of using the bypass at various discharge levels on water temperature in Rush Creek and flow and temperature effects between the Lee Vining conduit and Rush Creek. Licensee shall describe the plan of operation in the Annual Operations Plan (AOP) and provide the SMT with operational support necessary to carry out this test. Data loggers shall be installed prior to the test at the following three locations: (1) Lee Vining Conduit at the head of the Five Siphons Bypass; (2) confluence of the Five Siphons Bypass with Rush Creek; and (3) Rush Creek immediately upstream of Parker Creek.

Following the test, protocols for future operation of the Five Siphons Bypass, if any, will be recommended by the SMT and included in the Mono Basin Operations Plan (MBOP).

All SMT expenses for this one-time study shall be funded through the Amended License 10191 and 10192, "Mono Basin Monitoring Administration Team (MAT)" condition 23, item (c)(2).

4. *Streamflow gauge measurement*

Licensee shall record streamflow gauge measurements for sites on Rush, Parker, Walker, and Lee Vining Creeks pursuant to the Amended Licenses, "Operating Records and Reporting" condition. Licensee shall provide a map to the Division of Water Rights (Division) showing gauge locations.

B. TASKS PERFORMED BY STREAM MONITORING TEAM (SMT)

The SMT shall perform the tasks stated in this section, and Licensee shall cooperate as provided herein and as otherwise provided in Amended Licenses 10191 and 10192. The SMT shall use the monitoring metrics stated in Table 1 of this plan for the purpose of evaluating and reporting progress towards the factors stated in Amended Licenses 10191 and 10192, "Stream Restoration Program" condition 19, item (d).

1. *Hydrology Monitoring*

a. Stream and Reservoir Temperatures

The SMT shall record stream temperatures at (1) the LADWP flume on Rush Creek above GLR, (2) seven locations along Rush Creek below GLR, and (3) two locations each on Parker, Walker, and Lee Vining Creeks.

The SMT shall procure monitoring devices for the flume sites. Licensee shall secure these devices at the flume sites. Licensee shall provide a map to the Division showing temperature recording locations upon request. Temperature data loggers shall be set at one hour recording intervals and data shall be reported annually in tabular and graphic formats.

The SMT shall measure water temperature and dissolved oxygen concentrations in GLR annually for three years following the issuance of the Amended Licenses and in any subsequent year in which GLR's storage falls or is projected to fall below 20,000 acre feet, in order to verify the effect of GLR on Rush Creek water temperature. Measurements shall be at minimum one-meter depth intervals at the deepest part of the reservoir, adjacent to the existing GLR outlet. In years when measurement is required, reservoir data shall be collected in the afternoon on at least one day in July, August, September, and February. All data shall be provided to the Parties and State Water Board.

b. Rush Creek County Road Gauge

The SMT shall install a new, continuously-recording stream flow gauge near the old County Road Gauge location, or the existing infrastructure of the County Road Gauge may be modified, so that flow data are recorded at or near this site in Rush Creek. After installation/modification of the gauge, Licensee shall provide the gauge location on a map to the Division.

2. *Geomorphic Monitoring*

a. Ground Photography

SMT shall continue ground photo-monitoring at selected streamflows at monumented photo-points previously established on Rush Creek and Lee Vining Creek at approximately 5-year intervals. The photo-monitoring established along riparian band transects shall also be continued only for those transects with specific monitoring objectives at the same 5-year intervals to track changes in riparian vegetation community structure.

b. Riffle Crest Thalweg Elevation (RCTE) Surveys

SMT shall survey RCTEs from the Narrows downstream to Mono Lake along Rush Creek and from the top of the A3 side-channel downstream to Mono Lake along Lee Vining Creek. RCTEs shall also be surveyed along Rush Creek side-channels 3D, and Lee Vining Creek A-3 and A-4 side-channels. This information shall be collected at 5-year intervals or after all Wet and Extreme-Wet runoff years.

c. Floodplain Complex Surveys

In accordance with a schedule approved by the Deputy Director, SMT shall survey the 4-Floodplain and 8-Floodplain complex in Lower Rush Creek to establish a physical monitoring infrastructure. The survey schedule shall be included in the SMT's Annual Monitoring Report.

Initial surveys shall utilize differential-grade GPS with Wide Area Augmentation System capability to achieve a horizontal accuracy of <1 meter. Subsequent surveys may use traditional surveying equipment for surveying RCTEs in the mainstem, floodplains, and side-channels.

The locations to be surveyed shall be mapped and provided to the Division. A series of well-positioned benchmarks and stage plates is necessary to facilitate future survey work, and benchmarks and stage plate locations will be provided on a map to the Division. This master map containing GPS data overlaid onto aerial photos shall be used to direct annual monitoring.

Existing piezometers in the complex and two piezometers on Lee Vining Creek shall be monitored and a groundwater and floodplain monitoring plan shall be prepared, consistent with the recommendations of the SMT and the schedule approved by the Deputy Director.

d. Floodplain Deposition

The SMT shall monitor floodplains on Rush Creek and Lee Vining Creek for net fine sediment deposition using previous cross sections to the greatest extent feasible. Emergent, intermediate, and advanced floodplain surfaces shall be repeatedly surveyed to monitor long-term net changes in floodplain aggradation.

3. Channel Roughness

SMT shall monitor trends in Manning's roughness coefficient, N , at bankfull discharge (approximately 350 cfs in Rush Creek and 250 cfs in Lee Vining Creek), and at discharges greater than the bankfull discharge, on a maximum of eight channel reaches

in Rush Creek and three channel reaches in Lee Vining Creek in accordance with a schedule approved by the Deputy Director. Survey cross section locations shall be mapped and provided to the Division. The initial setup, monitoring specifications, and timing for surveys shall be included in the Annual Monitoring Report, consistent with the schedule approved by the Deputy Director.

In year 8 or 9 following the approval of Amended Licenses 10191 and 10192, an instream flow study shall be conducted re-evaluating the streamflow/habitat relationships in the evolving stream channels of Rush and Lee Vining Creeks. Channels will be evaluated for increased roughness and increased habitat complexity at lower baseflows. Following the study, the SMT shall recommend any necessary adaptive management of the SEFs described in Amended Licenses 10191 and 10192.

4. *Riparian Vegetation in the Rush Creek and Lee Vining Creek Corridors*

a. Riparian Vegetation Mapping

The SMT shall map riparian vegetation acreage and composition of the Rush and Lee Vining Creek corridors on 0.5 foot pixel resolution aerial photographs. The information shall be collected for two five-year intervals from the date of the Order incorporating this requirement into Amended Licenses 10191 and 10192.

b. Annual Woody Riparian Vegetation Vigor Assessment

The SMT shall measure ten years of cottonwood (*Populus*) stem growth on 50 branches at each of ten floodplain locations within Lower Rush Creek and at four locations within Lee Vining Creek in accordance with a plan established in the Annual Monitoring Report. The measurement locations shall be provided on a map to the Division.

5. *Fish Population and Habitat Monitoring*

a. Fish Sampling

In even calendar years, the SMT shall sample Rush Creek, Lee Vining Creek, Walker Creek, and the Mono Gate One Return Ditch with mark-recapture electrofishing, and the Lee Vining Creek side channel and Walker Creek shall be sampled with depletion estimates. Passive Integrative Transponder (PIT) tags shall be implanted annually in age-0 fish.

These data will be used to generate a population estimate, calculate Relative Stock Density (RSD) values, and calculate specific growth rate information. Lengths and weights measured from recaptured PIT tagged fish shall be used to calculate specific growth rates so that actual growth rates may be compared to predicted growth rates.

In odd calendar years, the SMT shall sample Rush Creek, Lee Vining Creek, Walker Creek, and the Mono Gate One Return Ditch (MGORD) with single-pass electrofishing to generate length-frequency histograms for evaluation of age-class structure, weight and length data for condition factor analysis, RSD values to evaluate proportions of catchable-sized trout, implant PIT tags, and recapture previously tagged fish for annual growth calculations.

A map of locations of sample reaches shall be provided to the Division. The Division shall also be provided with a sampling protocol for the fisheries population monitoring (approved by the SMT fisheries expert).

b. Brown Trout (*Salmo trutta*) Habitat Surveys

The SMT shall conduct habitat typing and pool surveys on Rush and Lee Vining Creeks in the same reaches surveyed in 2011 to monitor pool and deep-run habitats for brown trout. This information shall be collected after all Wet and Extreme-Wet runoff years, or every 5 years, totaling no more than three surveys over the first ten years.

**Table 1.
Monitoring Metrics**

Monitoring Category	Metric	Units
Grant Lake Reservoir	elevation above sea level	feet (ft)
	storage volume	acre-feet (af)
	water temperature	degrees F or C
Hydrology	stream flow	cubic feet per second (cfs)
	depth to groundwater	feet (ft)
	stream temperature	degrees F or C
	streamflow gains and losses	cubic feet per second (cfs)
Geomorphic	main channel complexity	Manning's N
	net floodplain aggradation	feet (ft)
	main channel length	feet (ft)
	riffle crest elevations	feet (ft)
	side channel stage heights	feet (ft)
	deep pool frequency	feet per pool per reach
	run frequency	feet per run per reach
	pool residual depth and channel width	feet (ft)
	pool cover	percent (%)
	bed topography of Parker and Walker diversion pond deltas and forebays	feet (ft)
Riparian vegetation	woody vegetation acreage	acres per reach (ac/reach)
	cottonwood shoot length	centimeters of growth per year (cm/yr)
Fish	trout biomass	kilograms per hectare (kg/ha)
	trout density	trout/kilometer (trout/km)
	trout length	millimeters (mm)
	trout weight	grams (g)
	trout relative condition factor	No units, 1.00 considered fish in average condition, <1.00 in poor condition. $K = W/aL^b$
	relative stock density of catchable trout >225 mm	percent x 100
	relative stock density of trout >300 mm	percent x 100



STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
STATE WATER RESOURCES CONTROL BOARD

DIVISION OF WATER RIGHTS

RIGHT TO DIVERT AND USE WATER

APPLICATION 8043

PERMIT 5556

AMENDED LICENSE 10192

**Licensee
or Right Holder:** City of Los Angeles
Department of Water and Power
111 North Hope Street, Room 1468
Los Angeles, CA 90051-0100

The State Water Resources Control Board (State Water Board) authorizes the diversion and use of water by the Licensee in accordance with the limitations and conditions herein SUBJECT TO PRIOR RIGHTS. The priority of this right dates from **July 27, 1934**. This right is issued in accordance with the State Water Board delegation of authority to the Deputy Director for Water Rights (Resolution 2012-0029) and the Deputy Director for Water Rights redelegation of authority dated October 19, 2017. This right supersedes any previously issued right on **Application 8043**. The Licensee has made proof, to the satisfaction of the State Water Board, of the quantities of water put to beneficial use during the authorized development schedule.

The Deputy Director for Water Rights finds that: (a) the change will not operate to the injury of any lawful user of water; (b) good cause has been shown for the change; (c) the petition does not constitute the initiation of a new right; and (d) the State Water Board has made the required findings pursuant to the CEQA.

The State Water Board has complied with its independent obligation to consider the effect of the proposed change on public trust resources and to protect those resources where feasible. (*National Audubon Society v. Superior Court* (1983) 33 Cal.3d 419 [189 Cal.Rptr. 346, 658 P.2d 709].)

Licensee is hereby granted a right to divert and use water as follows:

1. Sources of water: **(1) Lee Vining Creek, (2) Walker Creek, (3) Parker Creek, and (4) Rush Creek**

tributary to: **(2)(3) Rush Creek thence (1)(4) Mono Lake**

within the County of **Mono**

2a. Location of points of diversion and points of diversion to offshore storage:

By California Coordinate System of 1983 in Zone 3	40-acre subdivision of public land survey	Section	Township	Range	Base and Meridian
(1) <u>Lee Vining Creek Intake</u> North 2,166,170 feet and East 6,955,467 feet	NE¹/₄ of NW¹/₄	20	1N	26E	MD
(2) <u>Walker Creek Intake</u> North 2,151,097 feet and East 6,959,074 feet	NW¹/₄ of NW¹/₄	4	1S	26E	MD
(3) <u>Parker Creek Intake</u> North 2,144,397 feet and East 6,959,974 feet	SW¹/₄ of NW¹/₄	9	1S	26E	MD

2b. Location of point of diversion, point of rediversion, point of diversion to offshore storage and place of storage:

By California Coordinate System of 1983 in Zone 3	40-acre subdivision of public land survey	Section	Township	Range	Base and Meridian
(4) <u>Grant Lake Dam and Reservoir</u> North 2,139,397 feet and East 6,964,774 feet	NW¹/₄ of NW¹/₄	15	1S	26E	MD

2c. Location of point of rediversion and place of storage:

By California Coordinate System of 1983 in Zone 3	40-acre subdivision of public land survey	Section	Township	Range	Base and Meridian
<u>Long Valley Dam and Reservoir</u> (AKA Lake Crowley): North 2,041,510 feet and East 7,081,322 feet	SE¹/₄ of NW¹/₄	19	4S	30E	MD

2d. Location of points of redirection:

By California Coordinate System of 1983 in Zone 3	40-acre subdivision of public land survey	Section	Township	Range	Base and Meridian
Upper Gorge Power Plant North 2,026,221 feet and East 7,118,914 feet	SE¹/₄ of NE¹/₄	5	5S	31E	MD
Middle Gorge Power Plant North 2,012,783 feet and East 7,125,484 feet	SE¹/₄ of SE¹/₄	16	5S	31E	MD

3. Purpose of use	4. Places of use					
	Power Plant Name	40-acre subdivision of public land survey	Section	Township	Range	Base and Meridian
Power	Upper Gorge	SE¹/₄ of NE¹/₄	5	5S	31E	MD
	Middle Gorge	SE¹/₄ of SE¹/₄	16	5S	31E	MD
	Control Gorge (AKA Lower Gorge)	NW¹/₄ of SE¹/₄	10	6S	31E	MD

The places of use are shown on map filed with the State Water Board.

The following acronyms and abbreviations are used in this amended license:

amsl	above mean sea level
AF	acre-feet
AFA	acre-feet per annum
AOP	Annual Operations Plan
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
cfs	cubic feet per second
DSOD	California Department of Water Resources, Division of Safety of Dams
Deputy Director	Deputy Director for the Division of Water Rights
Division	Division of Water Rights
GLOMP	Grant Lake Operations and Management Plan
GLR	Grant Lake Reservoir
Grant Outlet	Grant Lake Outlet
LADWP	Los Angeles Department of Water and Power
MAT	Mono Basin Monitoring Administration Team
MBOP	Mono Basin Operations Plan
MGORD	Mono Gate One Return Ditch
Monitoring Directors	Stream Monitoring Team, Limnology Director, and Waterfowl Director
Parties	California Department of Fish and Wildlife, Mono Lake Committee, and California Trout
RCTE	riffle crest thalweg elevation
SCE	Southern California Edison
SEFs	Stream Ecosystem Flows
SMT	Stream Monitoring Team
State Water Board	California State Water Resources Control Board
Synthesis Report	"Mono Basin Stream Restoration and Monitoring Program: Synthesis of Instream Flow Recommendations to the State Water Resources Control Board and Los Angeles Department of Water and Power" (April 30, 2010)
USFS	United States Forest Service

5. The amount of water to which this right is entitled and hereby confirmed is limited to the amount actually beneficially used for the stated purposes and shall not exceed (a) **200 cfs by direct diversion**, to be diverted from January 1 to December 31 of each year; and (b) **70,200 AFA by storage**, to be collected in Grant Lake and Long Valley reservoirs from January 1 to December 31 of each year as follows:

- (1) Lee Vining Creek – **87.8 cfs and 26,500 AFA**
- (2) Walker Creek – **7.2 cfs and 3,600 AFA**
- (3) Parker Creek – **12.6 cfs and 4,400 AFA**
- (4) Rush Creek – **93.2 cfs and 35,700 AFA.**

(000005E)

6. The maximum withdrawal from storage from Grant Lake and Long Valley reservoirs in any one year shall not exceed a total of **44,900 AF**.
(0000005D)
7. The total amount of water diverted under this amended license and Amended License 10191 (Application 8042) shall not exceed 200 cfs by direct diversion and 89,200 AFA by storage.
(0000114)
8. The maximum rate of diversion to offstream storage shall not exceed 365 cfs.
(0000005J)

9. Mono Lake Level

For protection of Mono Lake and restoration of waterfowl habitat, diversion under this amended license is subject to the limitations specified below.

For purposes of determining the applicable water diversion criteria, the water level of Mono Lake shall be measured on April 1 of each year and the limitation on water diversions shall apply for the one-year period of April 1 through March 31 of the succeeding year, except as otherwise specified below. The water level shall be measured at the LADWP gage near Lee Vining Creek or such other gage as is approved by the Deputy Director.

Water diversion criteria applicable until the water level of Mono Lake reaches 6,391 feet above mean sea level:

- a. Licensee shall not export any water from the Mono Basin any time that the water level in Mono Lake is below 6,377 feet above mean sea level (amsl), or any time that the water level of Mono Lake is projected to fall below 6,377 feet amsl at any time during the runoff year of April 1 through March 31.
- b. If the water level of Mono Lake is expected to remain at or above 6,377 feet amsl throughout the runoff year of April 1 through March 31 of the succeeding year based on Licensee's final May 1 runoff projections and any subsequent runoff projections, then Licensee may divert up to 4,500 AF of water per year under the terms of this amended license.
- c. If the water level of Mono Lake is at or above 6,380 feet amsl and below 6,391 feet amsl, then Licensee may divert up to 16,000 AF of water per year under the terms of this amended license.
- d. In the event that the water level of Mono Lake has not reached an elevation of 6,391 feet amsl by September 28, 2020, the State Water Board will hold a hearing to consider the condition of the lake and the surrounding area,

and will determine if any further revisions to this amended license are appropriate.

Water diversion criteria applicable after the water level of Mono Lake reaches 6,391 feet amsl:

- a. Once the water level of Mono Lake has reached an elevation of 6,391 feet amsl, no diversions shall be allowed any time that the water level falls below 6,388 feet amsl.
- b. Once a water level of 6,391 feet amsl has been reached and the lake level has fallen below 6,391 feet amsl, diversions by Licensee shall be limited to 10,000 AF per year provided that the water level is at or above 6,388 feet amsl and less than 6,391 feet amsl.
- c. When the water level of Mono Lake is at or above 6,391 feet amsl on April 1, Licensee may divert all available water in excess of the amount needed to maintain the SEFs, up to the amounts otherwise authorized under this amended license.

10. Discharge from East Portal into Owens River

Licensee's combined rate of diversion through the Mono Craters Tunnel under all bases of right shall be regulated so that the sum of discharge from East Portal and the natural flow in the Owens River at East Portal do not exceed **250 cfs** as measured directly downstream of the East Portal discharge. Licensee shall make releases to the upper Owens River at a relatively stable rate consistent with operational limitations and water availability. This standard shall be incorporated into GLOMP and MBOP.

11. Stream Ecosystem Flows

For the protection of streams and fisheries, Licensee shall provide the Stream Ecosystem Flows (SEFs) stated in Tables 1 and 2 (located at end of license) and in item (c) of this condition. The flows shall remain instream and shall not be diverted for any other use. These flows are minimum flows unless otherwise specified.

a. General

- (1) Adaptive Management. Flow requirements in Tables 1 and 2 are subject to adaptive management as provided for in "Stream Monitoring Program" condition 20.
- (2) Maximum Ramping Rate. The maximum ramping rates specified in Tables 1 and 2 apply to flow changes which occur as a result of

Licensee's operation of its points of diversion. These rates shall be calculated based on the percentage of change in flow from the average flow over the preceding 24 hours. Licensee shall operate its points of diversion to not exceed maximum ramping rates that are specified in Tables 1 and 2, or any more restrictive rates in the MBOP (see "Mono Basin Operations Plan" condition 14).

- (3) Target Ramping Rate. Licensee shall also operate to achieve the target ramping rates specified in Tables 1 and 2 to the extent feasible. The MBOP shall specify daily flow adjustments and other reasonable efforts Licensee will make to achieve or attempt to achieve the target ramping rate within each hydrograph component. Variance from a target ramping rate does not constitute a violation of this amended license or require Licensee to notify the Division pursuant to the "Operations Records and Reporting" condition 18, item (b).
 - (4) Water Year-Types. Water year-types are listed in the "Water Year Classifications" condition 16.
- b. Rush Creek. Licensee shall provide flows from GLR as specified in Table 1. Prior to completion of the modification of GLR Facilities to include an outlet (hereafter Grant Outlet), Licensee shall provide such flows to the extent possible using the existing capacity of the Mono Gate One Return Ditch and reservoir spills.
- (1) Stored Water. When necessary in order to meet these flow requirements, Licensee shall release water from storage at GLR if storage exceeds 11,500 AF. Licensee shall reduce otherwise allowable export to maintain at least 11,500 AF of storage. If GLR is at or below 11,500 AF of storage, Licensee shall bypass inflow or provide the flow requirement, whichever is less.
 - (2) Storage Rules and Criteria. In order to provide cold water flow in Rush Creek, Licensee shall comply with the following rules and criteria for GLR storage. Licensee shall reduce otherwise allowable export to meet these criteria; it shall not reduce flows below the required SEFs.
 - i. In all years, Licensee shall store at least 20,000 AF of water in GLR from July 1 through September 30.

- ii. If GLR is below 25,000 AF of storage on July 1 in a Dry or Dry/Normal I water year, Licensee shall convey all available water diverted from Lee Vining Creek through the Five Siphons Bypass to augment cold water flow in Rush Creek. Diversions through Five Siphons Bypass for this purpose shall not continue past October 1. There shall be no augmentation to Rush Creek in other water year types or for other purposes.
 - iii. From October 1 to March 31, Licensee shall avoid, to the extent feasible, reservoir spills and flows as specified in the MBOP that would mobilize the streambed of Rush Creek.
- c. Parker and Walker Creeks. Licensee shall continuously bypass the flows of Walker and Parker Creeks, except as provided in "Operations Records and Reporting" condition 18, item (b).
- d. Lee Vining Creek. Licensee shall provide bypass flows in Lee Vining Creek as specified in Table 2.
 - (1) Licensee shall provide flow below its point of diversion at least equal to the flow specified, or the inflow, whichever is less.
 - (2) Licensee shall measure inflow at the flume upstream of the diversion pond and shall measure bypass flow at the diversion dam.

12. Grant Lake Operations and Management Plan

Until the Deputy Director approves, and Licensee implements, the MBOP, Licensee shall implement the *Grant Lake Operations and Management Plan* (Feb. 29, 1996), as revised (GLOMP), and comply with the following additional requirements.

- a. Licensee shall prepare an AOP for its proposed water diversions and releases in the Mono Basin, in accordance with GLOMP, pp. 103-104 and the AOP condition 15 herein (to the extent applicable). If, for any reason, Licensee believes it cannot meet the flow requirements specified in this amended license, it shall provide a written explanation to the Deputy Director by May 1 of each year and inform the Deputy Director of the flows that will be provided.
- b. Licensee shall make reasonable efforts to maintain flows in Rush Creek between October 1 and March 31 below 70 cfs in order to avoid potential injury to the Rush Creek fishery. The Deputy Director may revise or eliminate this requirement upon written recommendation of the CDFW or based upon other evidence that the requirement is no longer needed.

- c. In Dry/Normal and Normal years, Licensee shall seek to have between 30,000 and 35,000 AF of water in storage in GLR at the beginning and end of the run-off year (April 1 to March 31). Licensee is not required to reduce storage in GLR below 11,500 AF in order to meet flow requirements.
- d. In Wet and Extreme Wet years, Licensee shall attempt to operate GLR to maximize the probability and magnitude of spills with a target of holding 40,000 AF of water in storage at GLR on April 1. If Licensee is unable to achieve this target, it shall provide a written explanation to the Deputy Director and Parties by May 1 of each year.

13. Grant Lake Reservoir Outlet

Licensee shall modify the GLR Facilities to include Grant Outlet that assures reliable delivery of the flow requirements specified in Table 1.

- a. Approval of Design. Licensee shall diligently choose a design capable of reliably releasing the flows specified in Table 1.
 - (1) Within 18 months of issuance of the final State Water Board order amending this license to incorporate this condition, Licensee shall request the Deputy Director to determine that the proposed design is adequate to convey the flows in Table 1. The request shall include a copy of any California Department of Water Resources, DSOD findings regarding the outlet design capacity and any other documentation necessary to show that the design will reliably convey the flows in Table 1. The request shall be accompanied by the CEQA document for the project.
 - (2) Before that date, Licensee shall apply for any other regulatory approvals necessary for construction, operation, and maintenance of Grant Outlet, including approval of DSOD. The request submitted in compliance with item (a)(1) of this condition shall include documentation of such applications. Licensee shall thereafter provide a copy of each regulatory approval to the Deputy Director, within 30 days of issuance. Licensee shall take all reasonable steps to obtain such approvals so as to permit the completion of construction, and the start of operation, within four years of the order amending this license to incorporate this condition.
- b. Construction and Operation. Licensee shall begin construction of the Grant Outlet within 12 months of the completion of the CEQA document, the Deputy Director's approval, and receipt of all other necessary

regulatory approvals. Licensee shall complete construction and begin to operate Grant Outlet within 18 months of receiving such regulatory approvals.

- c. Progress Reports. Licensee shall submit quarterly progress reports to the Division during the design, permitting, and construction of Grant Outlet.
- d. Extension. If Licensee cannot achieve a deadline for reasons beyond its control, Licensee shall timely request an extension of time from the Deputy Director, and Parties may comment.
- e. Funding. In order to offset the capital cost of Grant Outlet, Licensee may divert one time up to a total of 12,000 AF of water from the Mono Basin additional to the amount otherwise authorized by this amended license ("Mono Lake Level" condition 9, item (c)), for the period when Mono Lake is at or above 6,380 feet amsl and below 6,391 feet amsl ("Additional Export").
 - (1) Compliance. Licensee shall not divert Additional Export in a manner that causes a variance from the flow and minimum storage requirements specified in the SEFs condition 11.
 - (2) Schedule. The Additional Export will become available on the following schedule:
 - i. 4,000 AF upon receipt of all necessary regulatory approvals to construct the Grant Outlet;
 - ii. 4,000 AF upon active construction of the Grant Outlet;
 - iii. 2,000 AF subsequent to the first year classified as Wet/Normal, Wet, or Extreme Wet and in which the Grant Outlet is operated to provide the flows specified in Table 1; and
 - iv. 2,000 AF subsequent to the second year classified as Wet/Normal, Wet, or Extreme Wet and in which the Grant Outlet is operated to provide the flows specified in Table 1.
 - (3) Adjustment. The schedule and amount of Additional Export are subject to adjustment in the following four circumstances:
 - i. By further agreement between the Parties and Licensee and approval of the Deputy Director.

- ii. If non-licensee funds are timely secured to pay for all or part of the capital cost of the Grant Outlet. In that event, the Additional Export shall be reduced by an acre-foot amount equivalent to the value of the funding using the current Metropolitan Water District Full Service Untreated Volumetric Cost Tier II rate.
 - iii. If the total value of the Additional Export, as measured by the current Metropolitan Water District Full Service Untreated Volumetric Cost Tier II rate, exceeds 50% of the capital cost of the Grant Outlet. In that event, the Additional Export shall be reduced. The reduction shall ensure that the value of the Additional Export does not exceed 50% of the capital cost.
 - iv. If, for any reason, Grant Outlet does not begin operation within four years of the date of issuance of the final State Water Board order amending this license to incorporate this condition. In that event, Licensee shall not be allowed any Additional Export; and Licensee shall compensate for any Additional Export that has already occurred, by reducing further allowable export by an equivalent amount.
- (4) Planning. Licensee shall develop the schedule and other specifications for Additional Export in the MBOP and AOP.

14. **Mono Basin Operations Plan**

Licensee shall develop, implement, and periodically revise a MBOP. The MBOP shall specify the rules, guidelines, and criteria for operation of Licensee's Mono Basin facilities to meet all applicable requirements across all water year-types. The MBOP, and any subsequent modifications of the plan, are subject to review, modification and approval of the Deputy Director.

- a. Content. Licensee shall base the MBOP on GLOMP, taking into account the SEFs condition 11, and the capabilities of the Grant Outlet (for any MBOP, or MBOP revision, after Grant Outlet becomes operational). The MBOP shall: (1) be consistent with substantive elements of with the *Mono Basin Operations Plan Outline (May 2014) (Attachment 1)*; (2) provide for development of AOPs; and (3) supplement the rules and criteria for storage in GLR otherwise specified in this amended license, as necessary to ensure reliable operation of the Grant Outlet to deliver the flow requirements in Table 1.
- b. Planning and Review Process. Within one year of the final State Water Board Order amending this license to incorporate this condition, Licensee

shall develop the MBOP and submit it to the Deputy Director for review, modification, and approval.

- (1) Licensee shall consult with the Stream Monitoring Team (SMT) as defined in the "Stream Monitoring Program" condition 20, item (a), Division staff and the Parties in the development of the initial MBOP and any revision of the plan. The consultation shall include provision of a draft plan, with reasonable opportunity for review and comment on the plan. Licensee shall convene a meeting to address any unresolved comments.
 - (2) Licensee shall use eSTREAM, another mass balance model, or an equivalent daily planning tool for the planning and review process for the MBOP. Licensee shall grant the Parties and the Division permission to use the locked model, including any updates, to assist in this process and the implementation of the plan or revision. Permission for the Division to use the model is predicated on the understanding that that the Division will treat the model as a confidential trade secret to the fullest extent possible under Evidence Code section 1060, et seq.
 - (3) If the MBOP proposes to adjust the target or maximum ramping rates as stated in this amended license, Licensee shall include in its submission to the Deputy Director the SMT's opinion of the adjustment.
- c. Revisions. Following initial approval, Licensee shall develop and submit appropriate revisions to the MBOP when construction of Grant Outlet is complete, and every five years following the completion of construction, or more frequently if recommended by the SMT, to take into account operating experience for Grant Outlet. Review and adoption of revisions shall follow the process in item (b) of this condition.

15. Annual Operations Plan

Licensee shall develop and implement AOPs consistent with the MBOP.

- a. Content. The AOP shall specify Licensee's plans to operate its Mono Basin facilities for the runoff year to reliably comply with the flow and all other applicable requirements, taking into account the water year-type and other specific circumstances.
 - (1) The AOP shall be consistent with the MBOP.

- (2) The AOP shall incorporate any adaptive management of flow requirements recommended by the SMT, as provided in "Stream Monitoring Program" condition 20, item (c).
 - (3) The AOP shall require electronic reporting to the Division, SMT and Parties describing the implementation of specified plan of operation, including actual runoff, exports, and bypass flows.
- b. Development. By May 15 of each year, Licensee shall develop and submit an AOP to the Deputy Director for review, modification, and approval, if necessary. No Division approval will be necessary if the terms of the AOP are entirely within the parameters of the MBOP then in effect. The submittal shall be subject to a 30-day review by the Division, subject to extension. At the end of the review period, the Licensee shall implement the AOP if the Deputy Director has not objected to, or modified, the AOP. Licensee shall timely implement any conditions of approval, or other modifications of the AOP, by the Deputy Director, irrespective of the date of modification.
- (1) By March 31 of each year, the Licensee shall convene a meeting to prepare for developing the AOP, and specifically to address any adaptive management of SEFs, variances from requirements of Tables 1 and 2, monitoring results, and forecasts of hydrology and exports. The meeting shall include, at a minimum, the SMT, the Waterfowl Director, the Limnology Director (collectively, Monitoring Directors), and the Parties.
 - (2) By April 15, Licensee shall distribute a draft AOP to the Monitoring Directors and Parties for review and comment. Not later than May 5, Licensee shall convene an in-person meeting to address any unresolved comments.
 - (3) The AOP shall set forth the procedures for informing the SMT and Parties of adjustments in operations.
- c. Reporting. Licensee shall report its implementation of the AOP as follows. Licensee shall submit an electronic monthly report to the Monitoring Directors and Parties, not later than ten calendar days after the end of the month. Consistent with substantive elements of the Annual Operations Plan Monthly Report Overview (Attachment 2), each report shall include preliminary flow, ramping, storage, and operations data as well as available runoff data in a format comparable to the AOP, and a general overview of the conditions for the reporting month as well as a description of any actual and projected adjustments in operations necessary to respond to changed or unanticipated conditions. This information shall

also be submitted to the Division within five working days of any request by the Division.

- (1) The Licensee shall submit a quarterly report to the Division, within 60 days from the end of the quarter. It shall include final flow and operations data and shall describe actions taken by the Licensee that relate to implementation of the AOP.
 - (2) Licensee shall also provide any documents or reporting information required by this amended license with the electronic report of water diversion and use.
- d. Implementation. Licensee shall meet and confer with the SMT, applicable Limnology Director or Waterfowl Director, and Parties to address projections of significant adjustments in operations. Licensee shall grant the Division and Parties permission to use eSTREAM or an equivalent daily planning tool including any update, to assist with implementation of the AOP.

16. Water Year Classifications

For purposes of determining SEFs and other operations, the hydrologic year-type classification shall be determined using projected unimpaired runoff for the runoff year April 1 through March 31 as estimated using the LADWP Runoff Forecast Model for the Mono Basin. The unimpaired runoff is the sum of forecasts for the Lee Vining Creek, Walker Creek, Parker Creek, and Rush Creek sub-basins.

- a. Preliminary determinations of the runoff classification shall be made by Licensee in February, March, and April with the final determination made on or about May 1. The preliminary determinations shall be based on hydrologic conditions to date plus forecasts of future runoff assuming median precipitation for the remainder of the runoff year. Instream flow requirements prior to the final determination in May shall be based on the most recent runoff projection. Following issuance of a final determination in May, the determined hydrologic year classification shall remain in effect until the preliminary runoff determination made in April of the next year.
- b. The hydrologic year-type classification shall be as follows:

TABLE 3: WATER YEAR TYPES

Water Year-Type	Runoff	Percent Exceedance
Dry	Less than or equal to 68.5% of average runoff	80 - 100 %
Dry/Normal	Between 68.5% and 82.5% of average runoff	60 - 80%
Dry/Normal I	Greater than 68.5% and less than or equal to 75%	60 - 70%
Dry/Normal II	Greater than 75% and less than or equal to 82.5%	70 - 80%
Normal	Greater than 82.5% and less than or equal to 107% of average runoff	40 - 60%
Wet/Normal	Greater than 107% and less than or equal to 136.5% of average runoff	20 - 40%
Wet	Greater than 136.5% of average runoff	0 - 20%
Extreme Wet	Greater than 160% of average runoff	0 - 8%

- c. The year-type classifications in Table 3, above, are based on 1941-1990 average runoff of 122,124 AF, and shall be updated periodically in MBOP based on the exceedances in the table above.

17. Coordination with Southern California Edison

Licensee shall in all years coordinate with SCE regarding timing of spills and releases and may encourage SCE to coordinate their spills and releases with spills or SEF flows from GLR. To the extent of Licensee’s authority, Licensee’s coordination with SCE may include granting SCE waivers from the 5 percent storage rule otherwise applicable to SCE facilities, developing AOPs in consultation with SCE, and encouraging SCE to coordinate the release of excess water from Tioga Lake with peak flows in Lee Vining Creek.

18. Operations Records and Reporting

Licensee shall maintain continuous instantaneous measuring devices at each point of diversion which are satisfactory to the Deputy Director and which measure the streamflow above the diversion facility and the flow immediately below the diversion facility. Licensee shall maintain records from which the flow above and below the diversion facility, and the quantity of water diverted can be readily determined.

- a. Licensee shall make data from all existing and future Mono Basin data collection facilities covered under this amended license available on the same day it is collected on an internet web site. Licensee shall retrofit all of its existing and future Mono Basin data collection facilities covered under this amended license as necessary in order to comply with this requirement.
- b. Licensee shall notify the Division as soon as practical but not later than 5 business days after any event when the required SEFs are not met or Licensee has not complied with any other requirement for the operation of Licensee's Mono Basin facilities. This notice shall include a written explanation of why the requirement was not met and any corrective actions that were, or will be, taken.

19. Stream Restoration Program

- a. Tasks to be Performed by Licensee. Licensee shall implement the requirements listed below. These actions shall not be funded or administered by the MAT pursuant to "Mono Basin Monitoring Administration Team" condition 23.
 - (1) Rush Creek Return Ditch. Licensee shall operate the Rush Creek Return Ditch, as approved by the Deputy Director.
 - (2) Large Woody Debris. Licensee shall add large woody debris to Rush Creek and Lee Vining Creek on an opportunistic basis based on recommendations of the SMT.
 - (3) Sediment Bypass. Licensee shall operate sediment bypass systems for Licensee's diversion structures on Walker Creek, Parker Creek and Lee Vining Creek, as approved by the Deputy Director.
 - (4) Livestock Grazing. Livestock grazing on Licensee's property within the riparian corridors of Lee Vining Creek, Walker Creek, Parker Creek and Rush Creek, downstream of points of diversion authorized under this amended license, is prohibited. Future grazing within the riparian corridors shall be subject to approval by the Deputy Director of a plan prepared by Licensee following consultation with CDFW and the USFS.
 - (5) Road Management. Licensee shall maintain effective road closures in the floodplains of Rush and Lee Vining Creeks.

- (6) Fish Screens. If irrigation diversions resume, Licensee shall install and maintain fish screens acceptable to the CDFW on all active points of irrigation diversion.
 - (7) Lee Vining Creek Road Crossing. If action is taken to improve the Lee Vining Creek County Road crossing, Licensee shall recommend that a culvert not be installed.
- b. Tasks to be Performed by SMT. For restoration of fish and waterfowl habitat on Rush and Lee Vining Creeks, the SMT shall select the side-channel entrances suitable for reopening, based on the recommendations on pp. 129-131 of the Synthesis Report and any more recent data gathered by the SMT. Once the SMT has selected specific side-channel entrances to be re-opened, the SMT will provide site-specific criteria that will indicate that the re-opening was successful and no further active maintenance of the side-channel is required. The SMT will then re-open and maintain the selected side-channel entrances.
- (1) Licensee shall provide funding, as provided in the “Mono Basin Monitoring Administration Team” condition 23, to re-open and maintain the selected side-channel entrances. Licensee will not be required to expend more than the amount set forth in item (f) of condition 23, to re-open and maintain the side-channel entrances.
 - (2) The person(s) or entities doing site work for the side-channel re-opening and maintenance shall be responsible for complying with any agency permitting requirements (including CDFW and Regional Water Quality Control Board permits) for that work. Licensee shall support such permitting and provide land access as necessary.
- c. Modification. Pursuant to the procedures stated in the “Stream Monitoring Program” condition 20, items (f, g, and h) and subject to the limitations stated in the “Stream Monitoring Program” condition 20, item (f)(4), the SMT shall make a recommendation to the Deputy Director regarding any recommended actions to attain the termination conditions in item (d) of this condition. The State Water Board maintains continuing authority to require modification of restoration actions as appropriate.
- d. Termination. Pursuant to the procedures stated in the “Stream Monitoring Program” condition 20, the SMT shall recommend, and Licensee may recommend, to the Deputy Director when stream restoration is complete. The stream restoration and monitoring programs may be terminated (excluding any continuing tasks) upon approval of the Deputy Director following public notice and opportunity for public comment. The Deputy Director will base his or her determination upon consideration of the following factors:

- (1) Whether fish are in good condition. This includes self-sustaining populations of brown trout and other trout similar to those that existed prior to diversion of water by Licensee and which can be harvested in moderate numbers. Information regarding conditions that existed prior to LADWP's diversions is set forth in Decision 1631.
- (2) Whether the stream restoration and recovery process has resulted in a functional and self-sustaining stream system with healthy riparian ecosystem components for which no extensive physical manipulation is required on an ongoing basis.

20. Stream Monitoring Program

- a. General. To ensure that the Stream Restoration Program and SEFs are achieving the restoration goals listed in the "Stream Restoration Program" condition 19, items (d)(1) and (d)(2), Licensee and the SMT shall implement the Stream Monitoring Program set forth in this condition. The SMT shall consist of appropriate and qualified independent scientists designated by the Deputy Director. Any member of the SMT may be replaced by decision of the Deputy Director for failure to comply with the requirements of this amended license or for other cause. The SMT shall report to the State Water Board as provided herein.
- b. Stream Monitoring Tasks Performed by Licensee. Licensee shall perform the monitoring tasks stated in Section A of the "Mono Basin Stream and Fish Monitoring Plan (July 2016) ("Stream Monitoring Plan") (Attachment 3), under the direction of the SMT.
- c. Stream Monitoring Tasks Performed by SMT. The SMT shall perform the monitoring tasks stated in Section B of the Stream Monitoring Plan. Licensee shall fund the monitoring tasks performed by the SMT and stated in Section B of the Stream Monitoring Plan by providing funding to the Mono Basin Administration Team as required in the "Mono Basin Administration Team" condition 23.
- d. Annual Monitoring Report. The specific monitoring to be conducted each year pursuant to this condition shall be set forth by the SMT in the Annual Monitoring Report described in item (g) of this condition and attached to the AOP. The SMT may adjust priorities and other details for such tasks, on the basis of recommendation as provided in item (g) of this condition.
- e. Use of Results. The results of the Stream Monitoring Plan shall be used to: (i) inform adaptive management of the SEFs, restoration program, and operations of Licensee's Mono Basin facilities; (ii) inform the State Water

Board and the public of the status of stream and fishery restoration in light of the factors stated in “Stream Restoration Program” condition 19, item (d); and (iii) serve as the basis for any further revisions to or termination of the monitoring program. The Stream Monitoring Program may terminate as provided in condition 19, item (d).

- f. Adaptive Management. The flow requirements in the SEFs condition 11, the restoration actions in the “Stream Restoration Program” condition 19, and the monitoring tasks in the “Stream Monitoring Program” condition 20, item (c), are subject to adaptive (including real-time) management by the SMT to achieve the goals specified in the “Stream Restoration Program” condition 19, item (d). Any adaptive management of flow requirements that are not within the parameters of the MBOP then in effect are subject to Deputy Director approval prior to implementation by Licensee. Adaptive management actions that do not require Deputy Director approval shall be submitted to the Division with the electronic report of water diversion and use.
- (1) Form. The SMT may recommend adaptive management of flow requirements in one of two ways: (i) in the Annual Monitoring Report and in comments on the AOP, for implementation in the following year; or (ii) on a real-time basis in response to unforeseen circumstances. Such recommendations shall be made by written notice to the Division, and are subject to review, modification, and approval of the Deputy Director. Such recommendations shall be developed in consultation with Licensee and Parties, each of whom shall designate representatives with the qualifications and authority necessary to assist in such adaptive management. For all other adaptive management recommendations, the SMT shall provide written notice to the Division.
 - (2) Implementation. The Licensee shall implement the recommendations, with any modifications included in the Deputy Director’s approval, unless timely disputed pursuant to the procedure specified in the “Dispute Resolution” condition 28.
 - (3) Range. Such adaptive management may modify the flow requirements specified in Table 1 or 2, by: (i) modifying the start or end dates, duration, or ramping rate of a hydrograph component, or specifying the timing or magnitude of a flow bypass in excess of Table 1 or 2, in order to improve ecological functions, or (ii) temporarily reducing flow for safety during stream monitoring activities.
 - (4) Limitations. Such adaptive management, including the range specified in item (f), paragraph (3) of this condition, shall not

materially: (i) increase the volume of water required to meet the flow requirements in the applicable Table 1 or 2 and the requirements of “Mono Lake Level” condition 9, (ii) reduce allowable export, or (iii) increase Licensee’s operational or capital costs. Adaptive management of (i) the restoration actions in the “Stream Restoration Program” condition 19 and (ii) the monitoring tasks in the “Stream Monitoring Program” condition 20 will not be considered to “increase Licensee’s operational or capital costs” as long as the recommended actions can be accomplished with the funding provided by Licensee pursuant to the “Mono Basin Monitoring and Administration Team” condition 23, item (f). Further, such adaptive management does not authorize Licensee to take any action otherwise prohibited by this amended license.

- g. Annual Monitoring Reports. By February 1 of each year, the SMT shall submit to the Licensee an Annual Monitoring Report, setting forth the team’s evaluation of results and recommendations of any adaptive monitoring program. The monitoring report shall also include a comparison of stream conditions with the conditions in existence prior to 1941 and the stream conditions in existence prior to resumption of flows in Rush Creek in 1983, Lee Vining Creek in 1986, Walker Creek in 1990, and Parker Creek in 1990.
- (1) The SMT shall consult with Licensee and the Parties in the preparation of this report. It shall provide a draft report for their review and comment.
 - (2) By May 15 of each year, Licensee shall submit the SMT’s Annual Monitoring Report to the Division. Its submittal may include comments on the final report’s findings and recommendations and shall address the status of restoration projects undertaken pursuant to the conditions of this amended license.
- h. Periodic Overview Report. The SMT shall develop a Periodic Overview Report on the Stream Monitoring and Restoration Programs. This shall occur after Licensee has operated Grant Outlet to release SEFs in two above-Normal runoff years, at least one of which is Wet or Extreme Wet.
- (1) The report shall evaluate trends in stream conditions relative to the metrics in the “Stream Restoration Program” condition 19, item (d), and Table 1 of the Stream Monitoring Plan (Attachment 2). It shall make recommendations for changes to the Stream Monitoring and Restoration Programs to increase effectiveness or reduce cost of the Programs, or for termination thereof.

- (2) In the development of the Periodic Overview Report, the SMT shall consult with Licensee and Parties and shall provide a draft plan for their review and comment.
- (3) The SMT shall submit the Periodic Overview Report to the Division. In response to this report, Licensee may request changes in the Programs or termination thereof. After considering any such request, responses thereto, or other comments by the Licensee or Parties, the Deputy Director may review and take final action on the recommendations in the report.

21. Waterfowl Habitat Restoration

Licensee shall implement the following measures from *Mono Basin Waterfowl Habitat Restoration Plan* (Feb. 29, 1996), with the following revisions, in order to help restore waterfowl habitat in the Mono Basin.

- a. North Basin Measures. Licensee shall provide funding in the amount of \$275,000 to the MAT pursuant to the requirements listed in the "Mono Basin Monitoring Administration Team" condition 23. The funding shall be used for unobtrusive lake-fringing waterfowl habitat restoration projects in the North Basin having all necessary state and/or federal approvals.
 - (1) The MAT shall determine if USFS intends, within one year of the issuance of this amended license, to finalize projects proposed prior to December 31, 2004 that restore or improve waterfowl habitat on USFS land or other land in the County Ponds and Black Point area. If finalized, funding priority shall be given to such projects.
 - (2) If no USFS programs are finalized within one year of the order amending this license to incorporate this condition, the MAT shall disperse funds for other unobtrusive lake-fringing waterfowl habitat restoration projects in the North Basin having all necessary state and/or federal approvals.
 - (3) Licensee and MAT are not required to assume responsibility for management or decisions regarding management of federal land, nor are they required to pay for any environmental review or studies undertaken by the USFS in accordance with its land management decisions and responsibilities. Any financial assistance to the USFS required by this provision is limited to funds needed to perform work which the USFS determines is appropriate to improve its water diversion and distribution facilities and related work to restore or improve waterfowl habitat in the County Ponds and/or Black Point areas.

- (4) The Waterfowl Director (provided in the “Mono Lake Limnology Monitoring Program, and Waterfowl and Waterfowl Habitat Monitoring Program” condition 22, item (b)) may recommend use of the \$275,000 consistent with this provision. If the Waterfowl Director carries out any waterfowl habitat restoration projects with this funding, the director or subconsultants shall be responsible to comply with any permitting requirements of other agencies, and Licensee shall support such permitting and provide land access as necessary.
- b. Prescribed Burns. When Mono Lake reaches an elevation of 6,391 feet amsl, the State Water Board will consider the options and benefits of Licensee reactivating the prescribed waterfowl habitat burn program. If the program is reactivated, Licensee shall proceed with obtaining the necessary permits and approvals for the prescribed burning program described in the *Mono Basin Waterfowl Habitat Restoration Plan* (Feb. 29, 1996). Licensee shall provide the Deputy Director a copy of any environmental documentation for the program. Following review of the environmental documentation, Deputy Director may direct Licensee to proceed with implementation of the prescribed burning program. The Deputy Director may modify the requirements related to the prescribed burning program in the event that necessary permits cannot be obtained, there is evidence the burning may cause significant adverse environmental effects or damage to nearby property, or other information indicates that the program should be modified.
- c. Non-Native Vegetation. In the event that an interagency program is established for the control or elimination of salt cedar (*Tamarix*) or other non-native vegetation deemed harmful to waterfowl habitat in the Mono Basin, Licensee shall participate in that program and shall report on any work which it undertakes to control salt cedar or other non-native vegetation. Licensee’s report on work undertaken to control salt cedar or other non-native vegetation shall be included as a part of the annual report on waterfowl habitat restoration projects and filed with electronic report of water diversion and use.
- d. Environmental Review. In the event Licensee or MAT provides financial assistance for waterfowl habitat restoration projects proposed by another governmental agency, Licensee shall not be required to assume the environmental review responsibilities of the agency proposing the project. Prior to providing financial assistance for projects proposed by another governmental agency, Licensee or MAT shall inform the Deputy Director of the specific project for which financial assistance is to be provided with the electronic report of water diversion and use and shall provide a copy of relevant environmental documents to the Deputy Director. The Deputy

Director shall review any environmental document(s) submitted by Licensee. Licensee shall not provide financial assistance for projects pursuant to this amended license prior to: (1) notification that the Deputy Director has reviewed the environmental document; and (2) notification from the Deputy Director that the proposed project is consistent with applicable requirements

22. Mono Lake Limnology Monitoring Program, and Waterfowl and Waterfowl Habitat Monitoring Program

The Licensee shall implement the hydrology, Mono Lake limnology, waterfowl habitat, and waterfowl population monitoring programs as described in the *Mono Basin Waterfowl Habitat Restoration Plan* (Feb. 29, 1996), with those revisions approved by the Board including the following, in order to monitor the restoration and recovery of waterfowl habitat and waterfowl populations in the Mono Basin. These programs may be further modified by the Deputy Director in response to a request by Licensee or other entity, or as otherwise appropriate. Except as provided below, these programs shall be funded and administered by the MAT pursuant to the "Mono Basin Monitoring Administration Team" condition 23.

a. Mono Lake Limnology Monitoring Program

- (1) The Mono Lake Limnology Monitoring Program shall include, at a minimum, monitoring of meteorology, lake limnology, phytoplankton, and brine shrimp.
- (2) The Mono Lake Limnology Monitoring Program shall be carried out under the direction of a Limnology Director designated by the Deputy Director, after considering the recommendations of the Parties. The Limnology Director shall have expertise in the limnology of saline lakes. The Limnology Director may be replaced by decision of the Deputy Director for failure to comply with the requirements of this amended license or for other cause.

b. Waterfowl and Waterfowl Habitat Monitoring Program.

- (1) The Waterfowl and Waterfowl Habitat Monitoring Program shall include monitoring of springs, vegetation in riparian and lake-fringing wetland habitats, and waterfowl population surveys and studies.
- (2) The Waterfowl and Waterfowl Habitat Monitoring Program shall be carried out under the direction of a Waterfowl Director designated by the Deputy Director. Within 6 months of issuance of the final State Water Board order amending this license to incorporate this condition, the Licensee and the Parties shall jointly nominate the

Waterfowl Director. In the event of a dispute, the Division shall designate the director pursuant to the procedure provided in "Dispute Resolution" condition 28. The Waterfowl Director may thereafter be replaced by decision of the Deputy Director for failure to comply with the requirements of this amended license or for other cause.

- (3) Under the direction of the Waterfowl Director, the Licensee shall provide aerial photographs to the Waterfowl Director sufficient for use in waterfowl population studies and sufficient to identify changes in vegetation in waterfowl habitat areas. The aerial photographs for waterfowl population studies shall include waterfowl in the Mono Basin, at Bridgeport Reservoir, and at Long Valley Reservoir. The frequency of providing aerial photographs can be modified upon a determination by the Deputy Director. Licensee shall provide data in a format compatible for use with Geographic Information Systems. This requirement shall not be funded or administered by the MAT.
- c. Annual Monitoring Report. By May 15 of each year, Licensee shall submit final Annual Monitoring Reports to the Division. To facilitate this, by March 1 of each year, the Limnology Director and the Waterfowl Directors shall each submit an Annual Monitoring Report to the Licensee, including evaluation of results and any recommendations for changes in the Waterfowl and Waterfowl Habitat Restoration Program.
- (1) In the development of their respective annual reports, the Limnology Director and the Waterfowl Director shall consult with the Licensee and Parties and shall provide drafts for their review and comment.
 - (2). Licensee's submittal to the Division may include comments on the findings and recommendations stated in the reports and shall address the status of restoration projects in the Mono Lake Basin. The Deputy Director maintains continuing authority to consider any comments by Licensee or Parties and modify this program.
- d. Periodic Overview Report. Every five years, the Limnology Director and the Waterfowl Director shall jointly develop a Periodic Overview Report on the Mono Lake Limnology Monitoring Program, Waterfowl and Waterfowl Habitat Monitoring Program, and the waterfowl and limnology restoration actions required by this amended license. The report shall evaluate trends and make recommendations for changes to these Programs to increase effectiveness or reduce cost.

- (1) In the development of the Periodic Overview Review, the Limnology Director and the Waterfowl Director shall consult with Licensee and Parties and shall provide a draft report for their review and comment.
- (2) The Waterfowl Director and the Limnology Director shall submit their Periodic Overview Report to the Division. In response to this report, Licensee may move for changes in these Programs or termination thereof. The Deputy Director maintains continuing authority to consider any request, responses thereto, or other comments by Licensee or other Parties and to modify these Programs.

23. Mono Basin Monitoring Administration Team

- a. Purposes. To facilitate the implementation of the Stream Restoration and Monitoring Programs, MAT shall be established. The MAT shall: (1) develop an annual Expenditure Plan for monitoring and specified restoration actions; and (2) oversee a Fiscal Administrator's contracts with the SMT, the Limnology Director, and Waterfowl Director (collectively, Monitoring Directors), for the performance of their respective monitoring tasks, and any contract for administrative services necessary for the MAT to carry out its purposes. The MAT shall consist of the Parties and Licensee.
- b. Governance. The MAT shall consist of: CDFW, Mono Lake Committee, California Trout (with respect to the stream monitoring and restoration program only), and the Licensee.
 - (1) Within 6 months after the final State Water Board order amending this license to include this condition, the MAT members shall enter into an agreement specifying meeting and governance procedures, including procedures that provide for timely resolution of any disputes.
 - (i). Under these procedures, the MAT shall carry out all actions approved by a majority of its members unless and until directed otherwise by the Division pursuant to the "Dispute Resolution" condition 28. A MAT member may not delay or prevent action by inaction or failure to participate in votes.
 - (ii). These procedures shall permit an independent annual audit under standard procedures used for a non-profit corporation. The cost of an audit shall be covered from a mutually agreeable source other than the State Water Board or

funding provided by Licensee under the "Mono Basin Monitoring Administration Team" condition 23, item (f).

- (2) Each member shall designate a representative who shall participate in the MAT's deliberations and votes, as follows: (i) for Licensee, the Aqueduct Manager or higher; (ii) for CDFW, an Environmental Scientist or higher; (iii) for Mono Lake Committee, the Eastern Sierra Policy Director or higher; and (iv) for California Trout, the Eastern Sierra Program Manager or higher.
- c. Fiscal Administrator. The MAT shall select and supervise a Fiscal Administrator, who shall be responsible: to (1) enter into and administer contracts with Monitoring Directors, (2) pay their invoices, and (3) perform certain other administrative duties.
 - d. Administration of Monitoring Account.
 - (1) The Fiscal Administrator shall establish and administer a Mono Basin Monitoring Account at a bank or similar financial institution.
 - (2) The Fiscal Administrator shall prepare contracts and annual task orders with the Monitoring Directors, for the MAT's review and approval. Upon such approval, the Fiscal Administrator shall execute a contract or work order, as applicable. At the request of the applicable Monitoring Director, the Fiscal Administrator may enter into a conforming contract with a subconsultant for the performance of a monitoring task or a restoration project. The Monitoring Directors may assign tasks to Licensee's employees for performance, subject to the Licensee's approval and provided Licensee is responsible for the costs associated with such performance.
 - (3) The MAT shall review invoices for consistency with the approved Expenditure Report and Plan and applicable work orders. Upon its approval of an invoice, MAT shall instruct Fiscal Administrator to pay the invoice.
 - e. Other Administration. The Fiscal Administrator, directly or through a contractor acceptable to the MAT, shall: (i) assist the Licensee, MAT, and Monitoring Directors in convening meetings related to the preparation of required plans and report, (ii) report to the MAT on all contracts and expenditures, and (iii) assist MAT in preparation of the Expenditure Report and Plan and related matters.
 - f. Funding. Licensee shall fund the Mono Basin Monitoring Account, as follows.

- (1) Within 30 days of the Final Order, Licensee shall make one-time payments of: (i) \$500,000 for stream restoration projects as specified in the "Stream Restoration Program" condition 19, item (b); and (ii) \$275,000, pursuant to "Waterfowl Habitat Restoration" condition 21, item (a).
 - (2) By November 1 of each year, Licensee shall make an annual payment to the Monitoring Account for the purpose of next year's monitoring and associated administrative costs, excluding those tasks assigned to Licensee. This payment shall be \$575,000 (2014), of which \$299,000 shall be for stream monitoring, and \$276,000 for waterfowl and limnology monitoring. This payment shall be adjusted annually by Consumer Price Index (Los Angeles-Riverside).
 - (3) In any year in which Licensee is required to undertake an aerial photographic survey of riparian corridors, as provided in the "Stream Monitoring Program" condition 20, item (b), and Licensee chooses to comply with this requirement by requesting that the SMT undertake the survey, Licensee shall contribute an additional \$15,000 to the MAT stream monitoring fund in the year the survey is performed.
 - (4) Not later than September 1, the Licensee shall notify the Division if it disputes its obligation to provide such funding as required by the preceding paragraph. Any such dispute shall be limited to the issue whether the MAT has performed as required by this condition. The Division shall undertake to resolve such dispute in a timely manner. Licensee shall not withhold any required payment to the Mono Basin Monitoring Account unless and until the Division authorizes such action following resolution of Licensee's dispute.
 - (5) Licensee's funding obligation will be amended or ended upon Deputy Director termination of some or all of the monitoring programs, respectively. The funding amounts identified herein constitute Licensee's total monitoring funding obligations under the terms of Decision 1631 and Orders 98-05 and 98-07.
- g. Expenditure Report and Plan. By May 15 of each year, the MAT shall submit an Expenditure Report and Plan to the Division. The MAT, in consultation with the Monitoring Directors and the Fiscal Administrator, shall prepare a draft 30 days before final submittal.
- (1) The report shall include an accounting of all expenditures, contracts, and related matters in that year.

- (2) The plan shall propose a plan for expenditure of the annual funding for the following year's monitoring tasks. It may propose: priorities for monitoring within the scope of the approved monitoring programs, the carry-over of funds to subsequent years for non-annual monitoring tasks, and the use of funds to cover the necessary costs of administration, including the Fiscal Administrator.
 - (3) The MAT shall implement the Expenditure Plan 30 days after submittal to the Division if the Deputy Director has not modified the plan. The MAT shall implement any modifications made by the Deputy Director.
- h. Termination of MAT. At any time after 10 years from the date of issuance of the final State Water Board order amending this license to incorporate this condition, Licensee may request termination of MAT. The Deputy Director may approve such termination upon approval of an alternative method to implement required monitoring programs. At any time, the Deputy Director may terminate the MAT: (1) on his or her own initiative; (2) on a request demonstrating that the MAT has not performed consistent with this condition; or (3) on a showing that the MAT's continuing administration of the monitoring programs will not be cost-effective. The Deputy Director may, at any time, invoke this subdivision for failure of the MAT to comply with the requirements of this amended license. Termination of the MAT shall not end or alter Licensee's obligations pursuant to other terms and conditions of this amended license; provided that, if such termination occurs at any time after 10 years from the date of approval of this condition, the Deputy Director will make a new determination whether to require continued reopening of side channels as provided in the "Stream Restoration Program" condition 19. Any funds remaining in the Mono Basin Monitoring Account upon termination of the MAT revert to Licensee.
- i. Limitations. The Licensee shall operate its Mono Basin facilities in compliance with all applicable requirements. It shall not delegate any such responsibility to the MAT.

24. Environmental Compliance by Licensee

- a. Unless otherwise provided in this amended license, Licensee shall be responsible for compliance with all applicable state and federal statutes governing environmental review of projects necessary to comply with the terms of the amended license.

- b. Licensee shall serve as lead agency for purposes of conducting the environmental review of programs or actions which it intends to carry out pursuant to the provisions of this amended license, in accordance with the provisions of the CEQA, Public Resources Code sections 21000 *et seq.* Licensee shall prepare a negative declaration, mitigated negative declaration, or environmental impact report for any projects it proposes to carry out which it determines are not exempt from CEQA, and shall submit a copy of relevant environmental documents to the Deputy Director. The Deputy Director shall review any environmental document(s) submitted by Licensee. Licensee shall not proceed with any project which is not exempt from CEQA prior to: (1) notification that the Deputy Director has reviewed the environmental document; and (2) notification from the Deputy Director to proceed with the specified project in accordance with: the provisions of this amended license, any mitigation measures proposed by Licensee, and any other mitigation measures determined to be necessary by the Deputy Director.
- c. If an environmental impact report is required for any measures in the restoration plans referenced in this amended license and approved by the State Water Board, or if revisions to the plans are necessary in order to qualify for a mitigated negative declaration, then the restoration plan or plans involved should be resubmitted for State Water Board approval following completion of the environmental impact report or negative declaration.

25. Cultural Resources

Licensee shall implement the Cultural Resources Treatment Plan as approved by the Deputy Director.

(0380500)

26. Access

Licensee shall provide the Monitoring Directors and individuals and entities acting under their direction with access to Licensee's land and facilities as necessary to carry out the restoration and monitoring requirements set forth in this amended license.

(0000011)

27. Documents

- a. Upon request, Licensee shall make copies of any and all documents (research designs, interim reports, draft reports, final reports, flow data, etc.) relating to provisions of this amended license available to the Deputy Director or his/her designee. Any notice or other document submitted to

the Division pursuant to these conditions shall be simultaneously served to the Parties by electronic mail or equivalent method, without charge.

- c. The Deputy Director will maintain a current reference file which includes:
(i) all monitoring and compliance reports; (ii) Attachments 1 and 2 to this amended license; (iii) *Mono Basin Stream Restoration and Monitoring Program: Synthesis of Instream Flow Recommendation to the State Water Resources Control Board and Los Angeles Department of Water and Power* (April 30, 2010); (iv) *Mono Basin Waterfowl Habitat Restoration Plan* (Feb. 29, 1996); (v) any other plans and reports referenced in this amended license; and (vi) prior orders, plans, and correspondence related to compliance with this amended license.

28. Dispute Resolution

- a. The Division will encourage and assist the Parties and Licensee to undertake informal dispute resolution.
- b. Any disputes regarding Licensee's compliance with the requirements of this amended license may be resolved by the Deputy Director. Upon a showing of good cause, the Deputy Director shall have the discretion and authority to modify provisions of this amended license regarding measures for restoration of streams and waterfowl habitat in the Mono Basin, provided that the Deputy Director shall promptly advise the State Water Board of any such action(s). All actions by the Deputy Director taken pursuant to this paragraph, or otherwise pursuant to delegated authority in administration of this amended license, are subject to review by the State Water Board. Any modification of provisions of this amended license shall be preceded by notice to the Parties and opportunity for comment. In the event of a decision requiring action prior to providing an opportunity for comment, the Deputy Director shall promptly notify the Parties and provide an opportunity for comment on the action which was taken. The Deputy Director shall advise the State Water Board regarding whether and when it would be appropriate to schedule a hearing to determine when the stream and waterfowl habitat restoration measures required under this amended license may be deemed complete.

29. In accordance with the requirements of Fish and Game Code Section 5946, this amended license is conditioned on full compliance with Section 5937 of the Fish and Game Code. The Licensee shall release sufficient water into the streams from its dams to reestablish and maintain the fisheries which existed in them prior to its diversion of water.

(0140066) (0150066)

30. For purposes of water right fees associated with this amended license, Licensee shall report to the State Water Board within 10 days of April 1 in the year when

the level of Mono Lake reaches 6,391 feet amsl as of April 1. The report shall state that (1) the target lake level of 6,391 feet amsl was reached as of April 1; (2) pursuant to Term 2 of State Water Board Order WRO 2004-0025-EXEC, the 16,000 acre-foot per annum diversion limitation no longer applies once the target level is reached; and (3) consistent with State Water Board Order WRO 2004-0025-EXEC, it may be appropriate to assess higher annual fees for Licenses 10191 and 10192.

- 31.** Water will be discharged into the Owens River within NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 10, T6S, R31E, MDB&M.

(0000111)

THIS RIGHT IS ALSO SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

A. Right holder is on notice that: (1) failure to timely commence or complete construction work or beneficial use of water with due diligence, (2) cessation or partial cessation of beneficial use of water, or (3) failure to observe any of the terms or conditions of this right, may be cause for the State Water Board to consider revocation (including partial revocation) of this right. (Cal. Code Regs., tit. 23, § 850.)

(0000016)

B. Right holder is on notice that when the State Water Board determines that any person is violating, or threatening to violate, any term or condition of a right, the State Water Board may issue an order to that person to cease and desist from that violation. (Wat. Code, § 1831.) Civil liability may be imposed administratively by the State Water Board pursuant to Wat. Code, § 1055, or may be imposed by the superior court. The Attorney General, upon the request of the board, shall petition the superior court to impose, assess, and recover those sums. (Wat. Code, § 1846.)

(0000017)

C. Right holder is not authorized to make any modifications to the location of diversion facilities, place of use or purposes of use, or make other changes to the project that do not conform with the terms and conditions of this right, prior to submitting a change petition and obtaining approval of the State Water Board.

(0000018)

D. Right holder shall measure the amount of water beneficially used under this right using devices and/or methods satisfactory to the Deputy Director for Water Rights.

In order to demonstrate compliance with the beneficial use monitoring requirements of this right, right holder shall provide evidence that the devices and/or methods are functioning properly, in a manner satisfactory to the Deputy Director of Water Rights, within thirty days of first use of the device and/or method, with the reports required by chapter 2.7, title 23, California Code of Regulations, and whenever requested by the Division of Water Rights.

(0000015)

E. Right holder shall comply with the reporting requirements as specified in the terms of this right or any reporting requirements by statute, order, policy, regulation, decision, judgment, or probationary designation. The more stringent requirement shall control in each instance where there is conflict or inconsistency between the requirements.

Right holder shall comply with the reporting requirements of chapter 2.7, title 23, California Code of Regulations.

Right holder shall promptly submit any reports, data, or other information that may reasonably be required by the State Water Board, including but not limited to documentation of water diversion and beneficial use under this right, and documentation of compliance with the terms and conditions of this right.

(0000010)

F. Right holder shall grant, or secure authorization through right holder's right of access to property owned by another party, the staff of the State Water Board, and any other authorized representatives of the State Water Board the following:

1. Entry upon property where water is being diverted, stored, or used under a right issued by the State Water Board or where monitoring, samples and/or records must be collected under the conditions of this right;
2. Access to copy any records at reasonable times that are kept under the terms and conditions of a right or other order issued by State Water Board;
3. Access to inspect at reasonable times any project covered by a right issued by the State Water Board, equipment (including monitoring and control equipment), practices, or operations regulated by or required under this right; and,
4. Access to photograph, sample, measure, and monitor at reasonable times for the purpose of ensuring compliance with a right or other order issued by State Water Board, or as otherwise authorized by the Water Code.

(0000011)

G. This right shall not be construed as conferring right of access to any lands or facilities not owned by right holder.

(0000022)

H. All rights are issued subject to available flows. Inasmuch as the source contains treated wastewater, imported water from another stream system, or return flow from other projects, there is no guarantee that such supply will continue.

(0000025)

I. This right does not authorize diversion of water dedicated by other right holders under a senior right for purposes of preserving or enhancing wetlands, habitat, fish and wildlife resources, or recreation in, or on, the water. (Wat. Code, § 1707.) The Division maintains information about these dedications. It is Right holder's responsibility to be aware of any dedications that may preclude diversion under this right.

(0000212)

- J. No water shall be diverted or used under this right, and no construction related to such diversion shall commence, unless right holder has obtained and is in compliance with all necessary permits or other approvals required by other agencies. If an amended right is issued, no new facilities shall be utilized, nor shall the amount of water diverted or used increase beyond the maximum amount diverted or used during the previously authorized development schedule, unless right holder has obtained and is in compliance with all necessary requirements, including but not limited to the permits and approvals listed in this term.

Within 90 days of the issuance of this right or any subsequent amendment, right holder shall prepare and submit to the Division a list of, or provide information that shows proof of attempts to solicit information regarding the need for, permits or approvals that may be required for the project. At a minimum, right holder shall provide a list or other information pertaining to whether any of the following permits or approvals are required: (1) lake or streambed alteration agreement with the Department of Fish and Wildlife (Fish & G. Code, § 1600 et seq.); (2) Department of Water Resources, Division of Safety of Dams approval (Wat. Code, § 6002); (3) Regional Water Quality Control Board Waste Discharge Requirements (Wat. Code, § 13260 et seq.); (4) U.S. Army Corps of Engineers Clean Water Act section 404 permit (33 U.S.C. § 1344); and (5) local grading permits.

Right holder shall, within 30 days of issuance of any permits, approvals, or waivers, transmit copies to the Division.

(0000203)

- K. Urban water suppliers must comply with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.). An "urban water supplier" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 AF of water annually.

Agricultural water users and suppliers must comply with the Agricultural Water Management Planning Act (Act) (Water Code, § 10800 et seq.). Agricultural water users applying for a permit from the State Water Board are required to develop and implement water conservation plans in accordance with the Act. An "agricultural water supplier" means a supplier, either publicly or privately owned, providing water to 10,000 or more irrigated acres, excluding recycled water. An agricultural water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers.

(0000029D)

- L. Pursuant to Water Code sections 100 and 275 and the common law public trust doctrine except to the extent (if any) such authority is preempted by federal law, all rights and privileges under this right, including method of diversion, method of

use, and quantity of water diverted, are subject to the continuing authority of the State Water Board in accordance with law and in the interest of the public welfare to protect public trust uses and to prevent waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion of said water.

Except to the extent (if any) such authority is preempted by federal law, the continuing authority of the State Water Board may be exercised by imposing specific requirements over and above those contained in this right with a view to eliminating waste of water and to meeting the reasonable water requirements of Right holder without unreasonable draft on the source. Right holder may be required to implement a water conservation plan, features of which may include but not necessarily be limited to (1) reusing or reclaiming the water allocated; (2) using water reclaimed by another entity instead of all or part of the water allocated; (3) restricting diversions so as to eliminate agricultural tailwater or to reduce return flow; (4) suppressing evaporation losses from water surfaces; (5) controlling phreatophytic growth; and (6) installing, maintaining, and operating efficient water measuring devices to assure compliance with the quantity limitations of this right and to determine accurately water use as against reasonable water requirements for the authorized project. No action will be taken pursuant to this paragraph unless the State Water Board determines, after notice to affected parties and opportunity for hearing, that such specific requirements are physically and financially feasible and are appropriate to the particular situation.

Except to the extent (if any) such authority is preempted by federal law, the continuing authority of the State Water Board also may be exercised by imposing further limitations on the diversion and use of water by Right holder in order to protect public trust uses. No action will be taken pursuant to this paragraph unless the State Water Board determines, after notice to affected parties and opportunity for hearing, that such action is consistent with California Constitution, article X, section 2; is consistent with the public interest; and is necessary to preserve or restore the uses protected by the public trust.

(0000012)

- M. Except to the extent (if any) such authority is preempted by federal law, the quantity of water diverted under this right is subject to modification by the State Water Board if, after notice to right holder and an opportunity for hearing, the State Water Board finds that such modification is necessary to meet water quality objectives in water quality control plans which have been or hereafter may be established or modified pursuant to Division 7 of the Water Code. No action will be taken pursuant to this paragraph unless the State Water Board finds that (1) adequate waste discharge requirements have been prescribed and are in effect with respect to all waste discharges which have any substantial effect upon water quality in the area involved, and (2) the water quality objectives cannot be achieved solely through the control of waste discharges.

(0000013)

- N. This right does not authorize any act which results in the taking of a candidate, threatened or endangered species or any act which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & G. Code, § 2050 et seq.) except to the extent (if any) that the Act is preempted by federal law or the federal Endangered Species Act (16 U.S.C. § 1531 et seq.). If a "take" will result from any act authorized under this right, Right holder shall obtain any required authorization for an incidental take prior to construction or operation of the project. Right holder shall be responsible for meeting all requirements of the applicable Endangered Species Act for the project authorized under this right.

(0000014)

- O. The State Water Board's and the Deputy Director's approval authority includes the authority to withhold approval or to require modification of a proposal or plan prior to approval.
-

This right is issued and Licensee takes it subject to the following provisions of the Water Code:

Section 1627. A license shall be effective for such time as the water actually appropriated under it is used for a useful and beneficial purpose in conformity with this division (of the Water Code) but no longer.

Section 1629. Every licensee, if he accepts a license, does so under the conditions precedent that no value whatsoever in excess of the actual amount paid to the State therefore shall at any time be assigned to or claimed for any license granted or issued under the provisions of this division (of the Water Code), or for any rights granted or acquired under the provisions of this division (of the Water Code), in respect to the regulation by any competent public authority of the services or the price of the services to be rendered by any licensee or by the holder of any rights granted or acquired under the provisions of this division (of the Water Code) or in respect to any valuation for purposes of sale to or purchase, whether through condemnation proceedings or otherwise, by the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State, of the rights and property of any licensee, or the possessor of any rights granted, issued, or acquired under the provisions of this division (of the Water Code).

Section 1630. At any time after the expiration of twenty years after the granting of a license, the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State shall have the right to purchase the works and property occupied and used under the license and the works built or constructed for the enjoyment of the rights granted under the license.

Section 1631. In the event that the State, or any city, city and county, municipal water district, irrigation district, lighting district, or political subdivision of the State so desiring to purchase and the owner of the works and property cannot agree upon the purchase price, the price shall be determined in such manner as is now or may hereafter be provided by law for determining the value of property taken in eminent domain proceedings.

STATE WATER RESOURCES CONTROL BOARD



*Erik Ekdahl, Deputy Director
Division of Water Rights*

Dated: OCT 01, 2021

Enclosures:

Tables 1A to 1G - Stream Ecosystem Flows in Rush Creek

Tables 2A to 2C - Stream Ecosystem Flows in Lee Vining Creek

Attachment 1 – Mono Basin Operations Plan Outline

Attachment 2 - Annual Operations Plan Monthly Report Overview

Attachment 3 - Mono Basin Stream and Fish Monitoring Plan

TABLE 1A: RUSH CREEK STREAM ECOSYSTEM FLOWS FOR EXTREME-WET YEARS

Hydrograph Component	Timing	Flow Requirement	Ramping Rate
Spring Baseflow	April 1 – April 30	40 cfs	Maximum: 10% or 10 cfs*
Spring Ascension	May 1 – May 15	40 cfs ascending to 80 cfs	Target: 5% Maximum: 25%
Spring Bench	May 16 – June 11	80 cfs	Maximum: 20%
Snowmelt Ascension	June 12 – June 22	80 cfs ascending to 220 cfs	Target: 10% Maximum: 20%
Snowmelt Bench	June 23 – August 10	220 cfs	Maximum Ascending: 20% Maximum Descending: 10% or 10 cfs*
Snowmelt Flood and Snowmelt Peak	Starting between June 23 and July 19 with the 5-day peak between June 29 and July 29	220 cfs ascending to 750 cfs, 750 cfs for 5 days, 750 cfs descending to 220 cfs	Target Ascending: 20% Maximum Ascending: 40% Maximum Descending: 10% or 10 cfs*
Medium Recession (Node)	August 11 – August 25	220 cfs descending to 87 cfs	Target: 6% Maximum: 10% or 10 cfs*
Slow Recession	August 26 – September 30	87 cfs descending to 30 cfs	Target: 3% Maximum: 10% or 10 cfs*
Fall and Winter Baseflow	October 1 – March 31	27 cfs target (25 cfs minimum and 29 cfs maximum)	Maximum: 10% or 10 cfs*
			* whichever is greater

TABLE 1B: RUSH CREEK STREAM ECOSYSTEM FLOWS FOR WET YEARS

Hydrograph Component	Timing	Flow Requirement	Ramping Rate
Spring Baseflow	April 1 – April 30	40 cfs	Maximum: 10% or 10 cfs*
Spring Ascension	May 1 – May 15	40 cfs ascending to 80 cfs	Target: 5% Maximum: 25%
Spring Bench	May 16 – June 11	80 cfs	Maximum: 20%
Snowmelt Ascension	June 12 – June 19	80 cfs ascending to 170 cfs	Target: 10% Maximum: 20%
Snowmelt Bench	June 20 – August 1	170 cfs	Maximum Ascending: 20% Maximum Descending: 10% or 10 cfs*
Snowmelt Flood and Snowmelt Peak	Starting between June 20 and July 8 with the 5-day peak between June 27 and July 19	170 cfs ascending to 650 cfs, 650 cfs for 5 days, 650 cfs descending to 170 cfs	Target Ascending: 20% Maximum Ascending: 40% Maximum Descending: 10% or 10 cfs*
Medium Recession (Node)	August 2 – August 15	170 cfs descending to 71 cfs	Target: 6% Maximum: 10% or 10 cfs*
Slow Recession	August 16 – September 13	71 cfs descending to 30 cfs	Target: 3% Maximum: 10% or 10 cfs*
Summer Baseflow	September 14 – September 30	30 cfs target 28 cfs minimum	Maximum: 10% or 10 cfs*
Fall and Winter Baseflow	October 1 – March 31	27 cfs target 25 cfs minimum and 29 cfs maximum	Maximum: 10% or 10 cfs*
			* whichever is greater

TABLE 1C: RUSH CREEK STREAM ECOSYSTEM FLOWS FOR WET/NORMAL YEARS

Hydrograph Component	Timing	Flow Requirement	Ramping Rate
Spring Baseflow	April 1 – April 30	40 cfs	Maximum: 10% or 10 cfs*
Spring Ascension	May 1 – May 15	40 cfs ascending to 80 cfs	Target: 5% Maximum: 25%
Spring Bench	May 16 – June 11	80 cfs	Maximum: 20%
Snowmelt Ascension	June 12 – June 18	80 cfs ascending to 145 cfs	Target: 10% Maximum: 20%
Snowmelt Bench	June 19 – July 23	145 cfs	Maximum Ascending: 20% Maximum Descending: 10% or 10 cfs*
Snowmelt Flood and Snowmelt Peak	Starting between June 19 and July 1 with the 3-day peak between June 26 and July 10	145 cfs ascending to 550 cfs, 550 cfs for 3 days, 550 cfs descending to 145 cfs	Target Ascending: 20% Maximum Ascending: 40% Maximum Descending: 10% or 10 cfs*
Medium Recession (Node)	July 24 – August 4	145 cfs descending to 69 cfs	Target: 6% Maximum: 10% or 10 cfs*
Slow Recession	August 5 – September 1	69 cfs descending to 30 cfs	Target: 3% Maximum: 10% or 10 cfs*
Summer Baseflow	September 2 – September 30	30 cfs target 28 cfs minimum	Maximum: 10% or 10 cfs*
Fall and Winter Baseflow	October 1 – March 31	27 cfs target 25 cfs minimum and 29 cfs maximum	Maximum: 10% or 10 cfs*
			* whichever is greater

TABLE 1D: RUSH CREEK STREAM ECOSYSTEM FLOWS FOR NORMAL YEARS

Hydrograph Component	Timing	Flow Requirement	Ramping Rate
Spring Baseflow	April 1 – April 30	40 cfs	Maximum: 10% or 10 cfs*
Spring Ascension	May 1 – May 15	40 cfs ascending to 80 cfs	Target: 5% Maximum: 25%
Spring Bench	May 16 – June 11	80 cfs	Maximum: 20%
Snowmelt Ascension	June 12 – June 16	80 cfs ascending to 120 cfs	Target: 10% Maximum: 20%
Snowmelt Bench	June 17 – July 14	120 cfs	Maximum Ascending: 20% Maximum Descending: 10% or 10 cfs*
Snowmelt Flood and Snowmelt Peak	Starting between June 17 and June 25 with the 3-day peak between June 23 and July 3	120 cfs ascending to 380 cfs, 380 cfs for 3 days, 380 cfs descending to 120 cfs	Target Ascending: 20% Maximum Ascending: 40% Maximum Descending: 10% or 10 cfs*
Medium Recession (Node)	July 15 – July 26	120 cfs descending to 58 cfs	Target: 6% Maximum: 10% or 10 cfs*
Slow Recession	July 27 – August 17	58 cfs descending to 30 cfs	Target: 3% Maximum: 10% or 10 cfs*
Summer Baseflow	August 18 – September 30	30 cfs target 28 cfs minimum	Maximum: 10% or 10 cfs*
Fall and Winter Baseflow	October 1 – March 31	27 cfs target 25 cfs minimum and 29 cfs maximum	Maximum: 10% or 10 cfs*
			* whichever is greater

TABLE 1E: RUSH CREEK STREAM ECOSYSTEM FLOWS FOR DRY/NORMAL II YEARS

Hydrograph Component	Timing	Flow Requirement	Ramping Rate
Spring Baseflow	April 1 – May 18	40 cfs	Maximum: 10% or 10 cfs*
Spring Ascension	May 19 – June 2	40 cfs ascending to 80 cfs	Target: 5% Maximum: 25%
Snowmelt Bench	June 3 – June 30	80 cfs	Maximum Ascending: 20% Maximum Descending: 10% or 10 cfs*
Snowmelt Flood and Snowmelt Peak	Starting between June 2 and June 15 with the 3-day peak between June 6 and June 21 coinciding with Parker and Walker Creek peaks	80 cfs ascending to 200 cfs, 200 cfs for 3 days, 200 cfs descending to 80 cfs	Target Ascending: 20% Maximum Ascending: 40% Maximum Descending: 10% or 10 cfs*
Medium Recession (Node)	July 1 – July 8	80 cfs descending to 48 cfs	Target: 6% Maximum: 10% or 10 cfs*
Slow Recession	July 9 – July 24	48 cfs descending to 30 cfs	Target: 3% Maximum: 10% or 10 cfs*
Summer Baseflow	July 25 – September 30	30 cfs target 28 cfs minimum	Maximum: 10% or 10 cfs*
Fall and Winter Baseflow	October 1 – March 31	27 cfs target 25 cfs minimum and 29 cfs maximum	Maximum: 10% or 10 cfs*
			* whichever is greater

TABLE 1F: RUSH CREEK STREAM ECOSYSTEM FLOWS FOR DRY/NORMAL I YEARS

Hydrograph Component	Timing	Flow Requirement	Ramping Rate
Spring Baseflow	April 1 – April 30	40 cfs	Maximum: 10% or 10 cfs*
Spring Ascension	May 1 – May 15	40 cfs ascending to 80 cfs	Target: 5% Maximum: 25%
Snowmelt Bench	May 16 – July 3	80 cfs	Maximum Ascending: 20% Maximum Descending: 10% or 10 cfs*
Medium Recession (Node)	July 4 – July 9	80 cfs descending to 55 cfs	Target: 6% Maximum: 10% or 10 cfs
Slow Recession	July 10 – July 30	55 cfs descending to 30 cfs	Target: 3% Maximum: 10% or 10 cfs*
Summer Baseflow	July 31 – September 30	30 cfs target 28 cfs minimum	Maximum: 10% or 10 cfs*
Fall and Winter Baseflow	October 1 – March 31	27 cfs target 25 cfs minimum and 29 cfs maximum	Maximum: 10% or 10 cfs*
			* whichever is greater

TABLE 1G: RUSH CREEK STREAM ECOSYSTEM FLOWS FOR DRY YEARS

Hydrograph Component	Timing	Flow Requirement	Ramping Rate
Spring Baseflow	April 1 – April 30	30 cfs	Maximum: 10% or 10 cfs*
Spring Ascension	May 1 – May 18	30 cfs ascending to 70 cfs	Target: 5% Maximum: 25%
Snowmelt Bench	May 19 – July 6	70 cfs	Maximum Ascending: 20% Maximum Descending: 10% or 10 cfs*
Medium Recession (Node)	July 7 – July 12	70 cfs descending to 48 cfs	Target: 6% Maximum: 10% or 10 cfs*
Slow Recession	July 13 – July 28	48 cfs descending to 30 cfs	Target: 3% Maximum: 10% or 10 cfs*
Summer Baseflow	July 29 – September 30	30 cfs target 28 cfs minimum	Maximum: 10% or 10 cfs*
Fall and Winter Baseflow	October 1 – March 31	27 cfs target 25 cfs minimum and 29 cfs maximum	Maximum: 10% or 10 cfs*
			* whichever is greater

TABLE 2A: LEE VINING CREEK STREAM ECOSYSTEM FLOWS

Timing: April 1 – September 30					Year-type: Extreme/Wet, Wet, Wet/Normal, Normal, Dry/Normal II					
Maximum ramping at the beginning and end of this period is 20%.										
Inflow	Flow Requirement									
30 cfs or less	Licensee shall bypass inflow.									
31 – 250 cfs	Licensee shall bypass flow in the amount corresponding to inflow which is displayed as blocks of 10 cfs (left-hand vertical column) and 1 cfs increments within such blocks (top horizontal row).									
	0	1	2	3	4	5	6	7	8	9
30		30	30	30	30	30	31	32	33	34
40	30	31	32	33	34	35	36	37	38	39
50	35	36	37	38	39	40	41	42	43	44
60	45	46	47	48	49	50	51	52	53	54
70	55	56	57	58	59	60	61	62	63	64
80	60	61	62	63	64	65	66	67	68	69
90	70	71	72	73	74	75	76	77	78	79
100	75	76	77	78	79	80	81	82	83	84
110	85	86	87	88	89	90	91	92	93	94
120	95	96	97	98	99	100	101	102	103	104
130	100	101	102	103	104	105	106	107	108	109
140	110	111	112	113	114	115	116	117	118	119
150	120	121	122	123	124	125	126	127	128	129
160	130	131	132	133	134	135	136	137	138	139
170	135	136	137	138	139	140	141	142	143	144
180	145	146	147	148	149	150	151	152	153	154
190	155	156	157	158	159	160	161	162	163	164
200	160	161	162	163	164	165	166	167	168	169
210	170	171	172	173	174	175	176	177	178	179
220	180	181	182	183	184	185	186	187	188	189
230	190	191	192	193	194	195	196	197	198	199
240	195	196	197	198	199	200	201	202	203	204
250	200									
251 cfs and greater	Licensee shall bypass inflow.									

TABLE 2B: LEE VINING CREEK STREAM ECOSYSTEM FLOWS

Timing: April 1 – September 30					Year-type: Dry/Normal I, Dry					
Maximum ramping at the beginning and end of this period is 20%.										
Inflow	Flow Requirement									
30 cfs or less	Licensee shall bypass inflow.									
31 – 250 cfs	Licensee shall bypass flow in the amount corresponding to inflow which is displayed as blocks of 10 cfs (left-hand vertical column) and 1 cfs increments within such blocks (top horizontal row).									
	0	1	2	3	4	5	6	7	8	9
30		30	30	30	30	30	30	30	30	30
40	30	30	30	30	30	30	30	30	30	30
50	30	30	30	30	30	30	30	30	31	32
60	32	33	34	34	35	36	36	37	38	38
70	39	40	41	41	42	43	43	44	45	45
80	46	47	47	48	49	49	50	51	52	52
90	53	54	54	55	56	56	57	58	59	59
100	60	61	61	62	63	64	64	65	66	66
110	67	68	69	69	70	71	72	72	73	74
120	74	75	76	77	77	78	79	80	80	81
130	82	82	83	84	85	85	86	87	88	88
140	89	90	91	91	92	93	94	94	95	96
150	97	97	98	99	100	100	101	102	103	103
160	104	105	106	106	107	108	109	109	110	111
170	112	112	113	114	115	115	116	117	118	118
180	119	120	121	121	122	123	124	124	125	126
190	127	128	128	129	130	131	131	132	133	134
200	134	135	136	137	138	138	139	140	141	141
210	142	143	144	144	145	146	147	148	148	149
220	150	151	151	152	153	154	155	155	156	157
230	158	158	159	160	161	162	162	163	164	165
240	165	166	167	168	169	169	170	171	172	172
250	173									
251 cfs and greater	Licensee shall bypass inflow.									

TABLE 2C: LEE VINING CREEK STREAM ECOSYSTEM FLOWS

Timing: October 1 – March 31		Year-type: All		
Maximum ramping at the beginning and end of this period and at all times is 20%.				
Timing	Flow Requirement			
	Extreme/Wet, Wet	Wet/Normal	Normal	Dry/Normal II, Dry/Normal I, Dry
October 1 – October 15	30 cfs	28 cfs	20 cfs	16 cfs
October 16 – October 31	28 cfs	24 cfs	18 cfs	
November 1 – November 15	24 cfs	22 cfs		
November 16 – March 31	20 cfs	20 cfs		

Attachment 1

Los Angeles Department of Water and Power

**Amended Licenses 10191 (Application 8042) and 10192
(Application 8043)**

Mono Basin Operations Plan Outline

INTRODUCTION

Plan for management of Mono Basin streams (Lee Vining, Rush, Walker, Parker) and aqueduct facilities including Grant Lake Reservoir. Plan presents the Stream Ecosystem Flows (SEFs) and Mono Lake level requirements and identifies operational rules and procedures necessary to reliably deliver SEFs, follow lake level rules, and export water.

Background

Discuss D1631, GLOMP, Order 98-05, Synthesis Report.

Synthesis of Instream Flow Recommendations Report

Brief description & reason for the report. Briefly describe CAMMP modeling subgroup and insights gained from collaborative effort.

Changes from GLOMP

Brief discussion of changes. More detailed discussions in body of report. Direct reader to sections where major changes are discussed. Include overview of revised hydrographs. Include overview of new infrastructure to support implementation of SEFs.

Document Organization

Include each chapter title, plus brief description of chapter. Brief description can be intro paragraph to chapter.

MONO BASIN HYDROLOGY

This section discusses Mono Basin hydrology. Year types are redefined based on the period of record and 50-year average runoff is updated every 5 years upon approval of MBOP revisions by the Deputy Director, Division of Water Rights (Deputy Director). Discussion of additional factors that may affect Mono Basin hydrology.

Mono Basin Overview

Provide overview of streams draining to Mono Lake. Streams are snowmelt-driven, and most of the contributing precipitation occurs in winter. Upstream SCE reservoirs also affect the timing of runoff, but usually there is little effect on volume over the course of the runoff year. Include revised projections of when Mono Lake will reach 6,391.

Recurrence Intervals

Analysis of overall annual runoff for period of record vs. the last 50 years. Compare with what was used in D1631.

Year Types

Define year types based on period of record and recurrence interval analysis.

Climate Change

Long-term changes observed and expected. Summarize already observed and probable future effects of climate change. Discuss findings of LADWP 2011 Eastern Sierra Climate Study.

LADWP MONO BASIN FACILITIES

Overview of operations, facilities, and limitations. Much of this (except Lee Vining facilities and planned Grant Outlet upgrade) can be taken from GLOMP with some revision.

Operations Overview

Mono Basin Facilities

Lee Vining Diversion Facility

Diverts water from Lee Vining Creek into Lee Vining Conduit. Langemann gate provides greater operating efficiency. Discuss in detail the different ways the facility can be managed and the pros and cons of each strategy.

Lee Vining Conduit

Runs from Lee Vining Creek at the Diversion Facility to Grant Lake Reservoir.

Walker Creek Diversion Facility

Provides capability to divert to Lee Vining Conduit, but no water is currently diverted during most year-types. Discuss in detail the sediment bypass procedures.

Parker Creek Diversion Facility

Provides capability to divert to Lee Vining Conduit, but no water is currently diverted during most year-types. Discuss in detail the sediment bypass procedures.

Lee Vining Conduit Five Siphon Bypass Facility

Allows diversion of Lee Vining water to Rush Creek. Used to achieve water temperatures in Rush Creek in Dry and Dry-Normal 1 years. Discuss in detail the operations procedures.

Grant Lake Reservoir

Regulates flow on Rush Creek, receives flow from Lee Vining Creek, and stores water for SEFs, export, fishery, recreation, and marina purposes. Grant Lake Reservoir allows LADWP to provide higher peak flows to Rush Creek and lower base flows to Rush Creek and Lee Vining Creek than would otherwise occur from the regulated SCE flows.

Grant Lake Reservoir Outlet Facility (existing)

Regulates flow released from Grant Lake Reservoir. Flow goes to export or to Rush Creek through MGORD. Discuss in detail the operations procedures.

Grant Lake Reservoir Outlet Facility (new)

This is the new larger Grant Lake Reservoir outlet that delivers SEF flows to Rush Creek.

Facility Location

Facility Design and Specifications

Facility Construction

Facility Operation

Mono Gate One

Used to divert water released from Grant Lake Reservoir down Rush Creek through MGORD. Formerly difficult to operate and imprecise in regulating flow, but upgraded in 2009 and tested in 2011. Discuss upgrades and current operations in detail.

Mono Gate One Return Ditch

Returns flow from Grant Lake Reservoir to Rush Creek. Capacity is 380 cfs but maintenance and monitoring are needed in order to use that capacity. Ditch was tested in 2004 and 2011, and the

tests provided some valuable data discussed in other sections. Discuss in detail the operations, maintenance, and monitoring procedures.

Mono Tunnels

Export passes from West Portal to East Portal through the Mono Craters Tunnel. Discuss in detail the operations, maintenance, and monitoring procedures.

Operational Limitations

Facilities are limited in their precision, which affects LADWP's ability to regulate flows. SCE reservoirs regulate flow in Rush Creek upstream of Grant Lake Reservoir and in Lee Vining Creek. Discuss the operational limitations and accuracy of each facility.

MANAGEMENT RESOURCES

Resources available to effectively manage LADWP facilities, Mono Basin streams, reservoirs, and Mono Lake. (Portions of data and models sections can be taken from GLOMP with some revision.)

Data

Snow Surveys/Pillows

Field Reconnaissance

Flow Monitoring

All measuring stations identified in L10191 and L10192 post same-day information on the Internet. Discuss each measuring device and its accuracy. Discuss Website, Daily Aqueduct Report, and procedures and sources of error or down-time in detail. Discuss plans for upgrades or changes. Daily average data is included in annual reporting; discuss other sources of data (AS400) and the types of data and period of record. Discuss availability of different data sources.

Models

Runoff Forecast Model

The runoff forecast model is used to predict the annual runoff for the four streams and the monthly distribution of runoff. Operations are based on the year type predicted by the runoff forecast model on February 1, March 1, and April 1 and updated on May 1. Discuss the May 1 forecast protocol developed in 2011 and implemented in 2012.

Mono Basin Operational Model -- eSTREAM

The Grant Lake model previously was used for annual operations only. It did not have the capability to run useful multi-year simulations. eSTREAM, a MS-Excel-based model, was developed by Watercourse Engineering and has been improved by a collaborative effort between the parties. eSTREAM is a key tool that will be used each year to plan releases, exports, and reservoir levels specified in the AOP. Monthly runs will allow AOP adjustments based on actual events

Peak Snowmelt Prediction Model

The timing of the release of peak flows in Rush Creek should coincide, if possible, with the peaks in Parker and Walker Creeks. Rush Creek peak can be timed to coincide with seeding of riparian species in certain years. A peak snowmelt prediction model allows the timing of these peaks to be more accurately predicted, contributing to more efficient operations.

Degree-day Model for Predicting Cottonwood Seeding

This model was developed by McBain & Trush and used by LADWP to predict peak seed release from cottonwoods. This model can be used in conjunction with the peak snowmelt prediction model in order to time Rush Creek's peak for each year's optimum ecological opportunities.

LADWP Personnel

Watershed Resources

Hydrographers

Water Operation Engineers

Other Entities

Mono Lake Committee, Cal Trout, California Dept. of Fish and Wildlife

Monitoring Administration Team (MAT)

Southern California Edison

US Forest Service

MONO BASIN STREAMFLOW HYDROGRAPHS

Contains SEFs. Discuss each hydrograph component, ramping rates, and other relevant elements. Discuss effects and considerations for successive year types.

Overview of SEF Hydrographs

Approach, what they accomplish.

Base Flows

Base flows provide fish habitat, BMI habitat, and groundwater and vegetation maintenance.

Spring Base Flow

Summer Base Flow

Fall Base Flow

Winter Base Flow

Rising Limb

Spring Ascension

Spring Bench

Snowmelt Ascension

Snowmelt Bench

The snowmelt bench provides a starting and ending point for the release of a snowmelt flood.

Snowmelt Flood

Peak Timing

Peak Magnitude and Frequency

Ecological Functions

Peak magnitude does geomorphic work and/or inundates floodplain for vegetation growth. Moves LWD etc. (get list from Synthesis Report), discuss instantaneous vs. daily average

Ecological Functions of Winter Floods

Peak Duration

Ecological Functions

Peak duration affects sediment movement and vegetation germination. Suspended sediment experiments in 2005 contributed to understanding.

Fast Recession

Recession Limb

Medium Recession (Node)

Slow Recession

Temperature Management

How to manage required temperature control releases from Lee Vining Creek into Rush Creek.

Ramping Rates

Purposes of Synthesis Report ramping rates. Ramping rate options for achieving better timing of Rush Creek peaks with Parker/Walker peaks and/or seedling germination, depending on whether maximum geomorphic work or maximum vegetation rooting is the goal for the year. Ramping guidance, targets, and minima from Synthesis Report. Flexibility for quick reaction to opportunities/events and operational and facility limitations.

October 1 – March 31 Rush Creek flow limitations

Review license conditions designed to avoid negative fishery impacts during this time of year

Successive Year Type Effects

Successive dry years. Successive wet years. How operations are affected in these situations. Less runoff than predicted may be available after multiple dry years, and identify what actions to take at specified thresholds as reservoir declines each year.

Adaptive Management of SEFs

Describe how SEFs may be adaptively managed, the limits on adjustments, and how annual adaptive management adjustments are determined and reported.

Interim Rush Creek SEF

Described modified Rush Creek SEFs that apply until the new Grant Lake Outlet is placed into service.

Streamflow Hydrographs

The complete SEF hydrographs for Rush, Lee Vining, Walker, and Parker creeks

GRANT LAKE RESERVOIR MANAGEMENT

Reservoir minimums

Minimum pool: 11,500 acre feet

Temperature minimum: 20,000 acre-feet July 1 – September 30

Trigger for temperature releases at five siphons: below 25,000 acre-feet July 1

Reservoir management approach required for new Grant Lake Outlet to function

Discuss how reservoir level management is integral to new Outlet having capability to reliably deliver Rush Creek SEFs. Refer to reservoir management targets and rules in the "Operational Planning Guidelines" section.

MONO LAKE LEVELS

Streamflow planning should include water in addition to SEFs, when required, to meet lake level requirements. Describe lake level rules affecting exports. Provide forecast for lake level rise.

Lake Maintenance Water

Water needed to reach target lake level and maintain long-term management level. During transition period, and in certain post-transition period situations, flow in excess of the SEFs are released to achieve lake level requirements and comply with export rules. There are better and worse times of year to release that water. General guidance for releasing lake maintenance water to maximum benefit will be described here. The Annual Operation Plan will incorporate specific annual adaptively managed release schedules that specify when to release lake level maintenance water

Lake Level rules for exports

Transition Period

Post-transition period

Lake Level transition period

Provides current modeling forecast for the time needed for Mono Lake to achieve the 6,391 trigger elevation.

MONO BASIN EXPORTS

Discuss available exports. Discuss Upper Owens requirements. Describe desired schedule – timing and magnitude by year type--for exports from Grant Reservoir.

Available Exports

Exports are limited by Mono Lake levels, SEFs, GLR levels, Upper Owens flow cap, and downstream aqueduct constraints. Water available to export is managed throughout the year to maintain GLR levels and provide export.

Upper Owens River

Review export rules related to Upper Owens and their effect on scheduling exports.

Export scheduling

Review desired time pattern for exports. Review LADWP export goals for different year types. The export plan for each specific year will be developed in the Annual Operation Plan.

OPERATIONAL PLANNING GUIDELINES

This is the section of the report which will be used by operators and planners to schedule the releases and exports. Planning guidelines cover stream releases and export for each runoff year type.

SEF schedules by year type for all four creeks

Adaptive management of the SEF schedule is also possible; how developed and how to incorporate into planning

SEF Adjustments for Interim Operation period

Modified Rush Creek rules until Grant Lake Reservoir outlet is operational including any temporary Reservoir rules necessary during construction.

Guidelines for additional release for Mono Lake level maintenance

Provides guidelines in tabular form for scheduling additional water releases to achieve and maintain Mono Lake levels. The timing of these flows may be also be identified in annual adaptive management specifications.

Grant Lake Reservoir Targets/Rules by Year Type

Detailed reservoir rules and targets necessary to assure reliable delivery of Rush Creek SEF utilizing new Grant Lake Outlet. Describe how these rules and targets were developed via modeling and other techniques. Describe compliance check points and prioritized corrective actions if targets not met.

Extreme Wet

Wet

Wet-Normal

Normal

Dry-Normal II

Dry-Normal I

Dry

Extenuating circumstances

ANNUAL OPERATIONS PLAN

Describe the purpose and goals of the Annual Operations Plan (AOP). Outline the procedure and timeline for development and submission to the State Water Board.

Purpose and goals

The AOP will describe how operations will work for the current year-type to accomplish exports and stream releases in accordance with the provisions of the water license. The goal is to develop the AOP in a collaborative manner with the involved parties to avoid disputes and assure smooth and efficient operations during the course of the year.

Contents

The AOP will provide specific daily and other information about the flow schedule, export, and all facility operations for the year ahead. The AOP will also review the prior year's plan and compare it to actual runoff and operations.

Adaptive Management

The AOP will incorporate adaptive management adjustments to the SEFs.

Development and update process

The AOP is created yearly. A draft plan is created in April and a final is completed in May. The final is submitted to the State Water Board by May 15.

Drafts will be circulated among the parties with meetings and phone calls as necessary to facilitate development of the final plan. An early May in-person meeting will be held to review the draft plan and resolve any issues.

In June, July, August, September, and October, updates of actual runoff, inflows, releases, exports, and reservoir levels for the previous month will be sent to the parties, evaluating forecast accuracy and identifying any necessary changes to the plan.

Annual Meeting

An annual in-person meeting will be conducted in early May or other convenient time to review the draft AOP and resolve outstanding questions before submission of the final AOP to State Water Board. Meetings will be in Bishop unless an alternate location is preferred by the parties.

Disputes

The goal is to produce an AOP that has support of LADWP and the settlement parties. Reasonable efforts will be made by all parties to resolve disagreements during AOP development process. Unresolved issues may be taken up with the Deputy Director, Division of Water Rights when the AOP is submitted.

MONO BASIN OPERATIONS PLAN REVISIONS AND UPDATES

MBOP is a living document that should contain up to date information to maximize efficiency of LADWP operations, assure compliance, and facilitate communications with involved parties.

Revision Schedule

MBOP to be developed and revised consistent with the terms of the settlement agreement.

Revision Process

Revisions will be developed in collaboration with interested parties with goal of preparing a jointly supported document. Revision process to include circulation of changes, comment period, discussion meeting. Revised document will be submitted to State Water Board for review, comment period, and final approval.

REFERENCES AND APPENDICES

Comments and Responses to Comments on 2014 MBOP

2010 Synthesis Report

1996 Grant Lake Operations and Management Plan

Attachment 2

Los Angeles Department of Water and Power

**Amended Licenses 10191 (Application 8042) and 10192
(Application 8043)**

Annual Operations Plan Monthly Report Overview

*To provide report contents clarity for Amended Licenses 10191 and 10192's condition
15(c)*

Annual Operations Plan Monthly Report Overview

Monthly Report

Amended Licenses 10191 and 10192's provision 15(c) provides for LADWP to "submit an electronic monthly report to the SMT, Limnology and Waterfowl Monitoring Directors, and Parties, not later than ten calendar days after the end of the month." The following components shall be included in the monthly report, and the report may be adapted over time to include new and changed data sources and information:

- 1) An Operations Report that includes
 - a. Overview data
 - (1) Including water year-type classification and permissible runoff year exports, Mono Lake elevation, reservoir storage, forecasted and actual unimpaired runoff, actual inflow, planned and actual exports and releases.
 - b. Amended Licenses conditions in effect for the month
 - (1) including Grant Lake, Rush Creek, Lee Vining Creek, and Exports
 - c. Criteria used to determine which condition is in effect
 - d. Narrative information about Annual Operations Plan (AOP) implementation.
 - (1) Narrative will address relevant content in the Mono Basin Operations Plan (MBOP) and the year's AOP (not just the license tables).
 - (2) Narrative will include a description of the month's hydrology and operations, how they differed from the AOP, and any recommended (or already-made) operational changes needed to respond to changed or unanticipated conditions.
 - (3) Narrative will include, when applicable, year-to-date hydrology, such as the forecasted unimpaired runoff to date vs. observed
 - (4) Narrative will include any other relevant information required by the Amended Licenses, MBOP, AOP or at the discretion of LADWP. For example, in May the final runoff and Mono Lake level forecasts would be relevant, in June or July a report of peak flow magnitudes and dates would be relevant, and in wet years any releases of water for Mono Lake on top of minimum SEFs would be relevant.
 - e. The attached sample report shows one option for concise presentation of this information

- 2) A Preliminary Daily Data Report from Mono Basin stations relevant to AOP implementation, attached as an Excel file (or similar format such as CSV). The Preliminary Daily Data Report is expected to provide provisional (not final) data and include:
 - a. Grant Lake Reservoir elevation and storage, shown alongside any relevant rule curves, targets, or planned operations from the AOP (this may be shown graphically as well).
 - b. Mean daily data or 7 AM daily read data or both
 - (1) Lee Vining above
 - (2) Lee Vining below
 - (3) Walker above
 - (4) Walker below
 - (5) Parker above
 - (6) Parker below
 - (7) Rush above
 - (8) Grant Outflow (cone valve)
 - (9) MGORD release
 - (10) Grant Outlet (spillway gates)
 - (11) Grant uncontrolled spill
 - (12) Rush below (summed total of sources)
 - (13) Lee Vining conduit diversion
 - (14) Five Siphons Bypass
 - (15) West Portal
 - (16) East Portal
 - (17) Upper Owens below East Portal
 - (18) Rush below Walker and Parker confluence (sum of sources and new gauge when available)
 - c. Annual Operations Plan planned flows
 - (1) Lee Vining Creek
 - (2) Rush Creek
 - (3) West Portal
 - d. Daily ramping rate
 - (1) Lee Vining Creek below
 - (2) Rush below (summed total of sources)
 - e. Grant Lake data, midnight or 7AM read
 - (1) Grant stage
 - (2) Grant storage
 - (3) Grant storage change
 - f. Daily Southern California Edison (SCE) storage at Rush Meadows, Gem, Agnew, Saddlebag, Tioga, and Rhinedollar Lakes (subject to availability of data from SCE)
 - g. Operation notes relevant to operational changes

- h. Data from new stations and sources as relevant, new data from existing stations as relevant, etc.
- 3) A Preliminary Monthly Data Report from Mono Basin stations relevant to AOP implementation, attached as an Excel file (or similar format such as CSV). The Preliminary Monthly Data Report will include:
- a. All months of the runoff year
 - b. Actual and Forecasted unimpaired runoff for Lee Vining Creek, Rush Creek, Walker Creek, and Parker Creek
 - c. Report to include summary forecasted and actual unimpaired runoff totals to date for the four stations above
 - d. Report to include end of month SCE storage at Rush Meadows, Gem, Agnew, Saddlebag, Tioga, and Rhinedollar Lakes (subject to availability of data from SCE)
 - e. Mono Lake monthly forecasted vs. actual elevation

Quarterly Report

Amended Licenses 10191 and 10192's provision 15(c)(1) provides for LADWP to "submit a quarterly report to the Division, within 60 days from the end of the quarter. It shall include final flow and operations data and shall describe actions taken by the Licensee that relate to implementation of the AOP."

The quarterly report shall cover a three-month time span and be similar in content to the monthly report. In addition, it shall:

- 1) Provide final (not provisional) data
- 2) Include daily or monthly maximum and minimum flow data or both for
 - a. Lee Vining Creek below
 - b. Rush below (summed total of sources)

Attachment 3

Los Angeles Department of Water and Power

**Amended Licenses 10191 (Application 8042) and 10192
(Application 8043)**

Mono Basin Stream and Fish Monitoring Plan

July 2016

This plan states the monitoring tasks related to Lee Vining, Rush, Parker and Walker Creeks, pursuant to Amended Licenses 10191 and 10192. Upon approval by the State Water Resources Control Board (State Water Board), Licensee shall perform those tasks stated in Section A, and the Stream Monitoring Team (SMT) shall perform those tasks stated in Section B.

A. TASKS PERFORMED BY LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP)

1. *Sediment bypass monitoring*

Licensee shall demonstrate to the Deputy Director, Division of Water Rights (Deputy Director) that the sediment bypass facilities on Parker and Walker Creeks are effectively passing the bedload.

2. *Aerial photography*

Licensee shall undertake an aerial photographic survey of riparian corridors at five-year intervals and after Wet and Extreme-Wet years, provided that Licensee shall not be required to undertake more than three surveys in a trailing five-year period. The surveys shall cover the creek corridor of 1) Rush Creek from Grant Lake Reservoir (GLR) to Mono Lake, 2) Lee Vining Creek from Highway 395 to Mono Lake, and 3) Parker and Walker Creeks from the Lee Vining Conduit to the Rush Creek confluence.

The surveys shall produce high resolution orthorectified photographs that are true color images (four bands, including Near InfraRed), attain 3.5 cm per pixel resolution, and use airborne GPS/IMU.

The Licensee may copyright any such survey that it undertakes; provided that Licensee shall make the images available to the State Water Board, Parties, and Stream Monitoring Team (SMT) at no charge to facilitate the monitoring and restoration activities described in Amended Licenses 10191 and 10192.

Licensee may obtain and provide photographic survey information of the same or better quality by other means, including by requesting that the surveys be undertaken by the SMT. If the SMT undertakes such a survey at the request of Licensee, that survey shall be funded and administered by the Monitoring Administration Team (MAT), as provided in Amended Licenses 10191 and 10192, "Mono Basin Monitoring Administration Team (MAT)" condition 23, item (f)(3).

3. *One-time test of Five Siphons Bypass Release*

Incident to the initial operation of the Five Siphons Bypass as required in the Amended Licenses 10191 and 10192, "Stream Ecosystem Flows (SEFs)" condition 11, item (b)(2)(ii), Licensee shall notify the SMT and shall allow the team to design and conduct a one-time test of the effects of using the bypass at various discharge levels on water temperature in Rush Creek and flow and temperature effects between the Lee Vining conduit and Rush Creek. Licensee shall describe the plan of operation in the Annual Operations Plan (AOP) and provide the SMT with operational support necessary to carry out this test. Data loggers shall be installed prior to the test at the following three locations: (1) Lee Vining Conduit at the head of the Five Siphons Bypass; (2) confluence of the Five Siphons Bypass with Rush Creek; and (3) Rush Creek immediately upstream of Parker Creek.

Following the test, protocols for future operation of the Five Siphons Bypass, if any, will be recommended by the SMT and included in the Mono Basin Operations Plan (MBOP).

All SMT expenses for this one-time study shall be funded through the Amended License 10191 and 10192, "Mono Basin Monitoring Administration Team (MAT)" condition 23, item (c)(2).

4. *Streamflow gauge measurement*

Licensee shall record streamflow gauge measurements for sites on Rush, Parker, Walker, and Lee Vining Creeks pursuant to the Amended Licenses, "Operating Records and Reporting" condition. Licensee shall provide a map to the Division of Water Rights (Division) showing gauge locations.

B. TASKS PERFORMED BY STREAM MONITORING TEAM (SMT)

The SMT shall perform the tasks stated in this section, and Licensee shall cooperate as provided herein and as otherwise provided in Amended Licenses 10191 and 10192. The SMT shall use the monitoring metrics stated in Table 1 of this plan for the purpose of evaluating and reporting progress towards the factors stated in Amended Licenses 10191 and 10192, "Stream Restoration Program" condition 19, item (d).

1. *Hydrology Monitoring*

a. Stream and Reservoir Temperatures

The SMT shall record stream temperatures at (1) the LADWP flume on Rush Creek above GLR, (2) seven locations along Rush Creek below GLR, and (3) two locations each on Parker, Walker, and Lee Vining Creeks.

The SMT shall procure monitoring devices for the flume sites. Licensee shall secure these devices at the flume sites. Licensee shall provide a map to the Division showing temperature recording locations upon request. Temperature data loggers shall be set at one hour recording intervals and data shall be reported annually in tabular and graphic formats.

The SMT shall measure water temperature and dissolved oxygen concentrations in GLR annually for three years following the issuance of the Amended Licenses and in any subsequent year in which GLR's storage falls or is projected to fall below 20,000 acre feet, in order to verify the effect of GLR on Rush Creek water temperature. Measurements shall be at minimum one-meter depth intervals at the deepest part of the reservoir, adjacent to the existing GLR outlet. In years when measurement is required, reservoir data shall be collected in the afternoon on at least one day in July, August, September, and February. All data shall be provided to the Parties and State Water Board.

b. Rush Creek County Road Gauge

The SMT shall install a new, continuously-recording stream flow gauge near the old County Road Gauge location, or the existing infrastructure of the County Road Gauge may be modified, so that flow data are recorded at or near this site in Rush Creek. After installation/modification of the gauge, Licensee shall provide the gauge location on a map to the Division.

2. *Geomorphic Monitoring*

a. Ground Photography

SMT shall continue ground photo-monitoring at selected streamflows at monumented photo-points previously established on Rush Creek and Lee Vining Creek at approximately 5-year intervals. The photo-monitoring established along riparian band transects shall also be continued only for those transects with specific monitoring objectives at the same 5-year intervals to track changes in riparian vegetation community structure.

b. Riffle Crest Thalweg Elevation (RCTE) Surveys

SMT shall survey RCTEs from the Narrows downstream to Mono Lake along Rush Creek and from the top of the A3 side-channel downstream to Mono Lake along Lee Vining Creek. RCTEs shall also be surveyed along Rush Creek side-channels 3D, and Lee Vining Creek A-3 and A-4 side-channels. This information shall be collected at 5-year intervals or after all Wet and Extreme-Wet runoff years.

c. Floodplain Complex Surveys

In accordance with a schedule approved by the Deputy Director, SMT shall survey the 4-Floodplain and 8-Floodplain complex in Lower Rush Creek to establish a physical monitoring infrastructure. The survey schedule shall be included in the SMT's Annual Monitoring Report.

Initial surveys shall utilize differential-grade GPS with Wide Area Augmentation System capability to achieve a horizontal accuracy of <1 meter. Subsequent surveys may use traditional surveying equipment for surveying RCTEs in the mainstem, floodplains, and side-channels.

The locations to be surveyed shall be mapped and provided to the Division. A series of well-positioned benchmarks and stage plates is necessary to facilitate future survey work, and benchmarks and stage plate locations will be provided on a map to the Division. This master map containing GPS data overlaid onto aerial photos shall be used to direct annual monitoring.

Existing piezometers in the complex and two piezometers on Lee Vining Creek shall be monitored and a groundwater and floodplain monitoring plan shall be prepared, consistent with the recommendations of the SMT and the schedule approved by the Deputy Director.

d. Floodplain Deposition

The SMT shall monitor floodplains on Rush Creek and Lee Vining Creek for net fine sediment deposition using previous cross sections to the greatest extent feasible. Emergent, intermediate, and advanced floodplain surfaces shall be repeatedly surveyed to monitor long-term net changes in floodplain aggradation.

3. Channel Roughness

SMT shall monitor trends in Manning's roughness coefficient, N , at bankfull discharge (approximately 350 cfs in Rush Creek and 250 cfs in Lee Vining Creek), and at discharges greater than the bankfull discharge, on a maximum of eight channel reaches

in Rush Creek and three channel reaches in Lee Vining Creek in accordance with a schedule approved by the Deputy Director. Survey cross section locations shall be mapped and provided to the Division. The initial setup, monitoring specifications, and timing for surveys shall be included in the Annual Monitoring Report, consistent with the schedule approved by the Deputy Director.

In year 8 or 9 following the approval of Amended Licenses 10191 and 10192, an instream flow study shall be conducted re-evaluating the streamflow/habitat relationships in the evolving stream channels of Rush and Lee Vining Creeks. Channels will be evaluated for increased roughness and increased habitat complexity at lower baseflows. Following the study, the SMT shall recommend any necessary adaptive management of the SEFs described in Amended Licenses 10191 and 10192.

4. *Riparian Vegetation in the Rush Creek and Lee Vining Creek Corridors*

a. Riparian Vegetation Mapping

The SMT shall map riparian vegetation acreage and composition of the Rush and Lee Vining Creek corridors on 0.5 foot pixel resolution aerial photographs. The information shall be collected for two five-year intervals from the date of the Order incorporating this requirement into Amended Licenses 10191 and 10192.

b. Annual Woody Riparian Vegetation Vigor Assessment

The SMT shall measure ten years of cottonwood (*Populus*) stem growth on 50 branches at each of ten floodplain locations within Lower Rush Creek and at four locations within Lee Vining Creek in accordance with a plan established in the Annual Monitoring Report. The measurement locations shall be provided on a map to the Division.

5. *Fish Population and Habitat Monitoring*

a. Fish Sampling

In even calendar years, the SMT shall sample Rush Creek, Lee Vining Creek, Walker Creek, and the Mono Gate One Return Ditch with mark-recapture electrofishing, and the Lee Vining Creek side channel and Walker Creek shall be sampled with depletion estimates. Passive Integrative Transponder (PIT) tags shall be implanted annually in age-0 fish.

These data will be used to generate a population estimate, calculate Relative Stock Density (RSD) values, and calculate specific growth rate information. Lengths and weights measured from recaptured PIT tagged fish shall be used to calculate specific growth rates so that actual growth rates may be compared to predicted growth rates.

In odd calendar years, the SMT shall sample Rush Creek, Lee Vining Creek, Walker Creek, and the Mono Gate One Return Ditch (MGORD) with single-pass electrofishing to generate length-frequency histograms for evaluation of age-class structure, weight and length data for condition factor analysis, RSD values to evaluate proportions of catchable-sized trout, implant PIT tags, and recapture previously tagged fish for annual growth calculations.

A map of locations of sample reaches shall be provided to the Division. The Division shall also be provided with a sampling protocol for the fisheries population monitoring (approved by the SMT fisheries expert).

b. Brown Trout (*Salmo trutta*) Habitat Surveys

The SMT shall conduct habitat typing and pool surveys on Rush and Lee Vining Creeks in the same reaches surveyed in 2011 to monitor pool and deep-run habitats for brown trout. This information shall be collected after all Wet and Extreme-Wet runoff years, or every 5 years, totaling no more than three surveys over the first ten years.

**Table 1.
Monitoring Metrics**

Monitoring Category	Metric	Units
Grant Lake Reservoir	elevation above sea level	feet (ft)
	storage volume	acre-feet (af)
	water temperature	degrees F or C
Hydrology	stream flow	cubic feet per second (cfs)
	depth to groundwater	feet (ft)
	stream temperature	degrees F or C
	streamflow gains and losses	cubic feet per second (cfs)
Geomorphic	main channel complexity	Manning's N
	net floodplain aggradation	feet (ft)
	main channel length	feet (ft)
	rifle crest elevations	feet (ft)
	side channel stage heights	feet (ft)
	deep pool frequency	feet per pool per reach
	run frequency	feet per run per reach
	pool residual depth and channel width	feet (ft)
	pool cover	percent (%)
	bed topography of Parker and Walker diversion pond deltas and forebays	feet (ft)
Riparian vegetation	woody vegetation acreage	acres per reach (ac/reach)
	cottonwood shoot length	centimeters of growth per year (cm/yr)
Fish	trout biomass	kilograms per hectare (kg/ha)
	trout density	trout/kilometer (trout/km)
	trout length	millimeters (mm)
	trout weight	grams (g)
	trout relative condition factor	No units, 1.00 considered fish in average condition, <1.00 in poor condition. $K = W/aL^b$
	relative stock density of catchable trout >225 mm	percent x 100
	relative stock density of trout >300 mm	percent x 100



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 12, 2021

Departments: Elections

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Scheereen Dedman, Registrar of
Voters

SUBJECT Review and Declaration of
September 14, 2021, California
Gubernatorial Recall Election Results

AGENDA DESCRIPTION:

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

Presentation of certified election results. Request for declaration of results. To view the complete Statement of Vote (that will be submitted to the Secretary of State electronically, when available), visit the link below:

<https://monocounty.ca.gov/elections/page/september-14-2021-california-gubernatorial-recall-election-results>

RECOMMENDED ACTION:

- 1) Approve as correct the Statement of Votes for the September 14, 2021, California Gubernatorial Recall Election; and
- 2) Pursuant to the Statement of Vote, approve as correct the total votes cast for the September 14, 2021, California Gubernatorial Recall Election.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 760-932-5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

History

Time

Who

Approval

10/7/2021 3:04 PM

County Counsel

Yes

10/7/2021 4:32 PM

Finance

Yes

10/7/2021 5:19 PM

County Administrative Office

Yes



C L E R K – R E C O R D E R – R E G I S T R A R
C L E R K O F T H E B O A R D O F S U P E R V I S O R S
C O U N T Y O F M O N O

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

Scheereen Dedman
Clerk-Recorder-Registrar
760-932-5538
sdedman@mono.ca.gov

Queenie Barnard
Assistant Clerk-Recorder-Registrar
760-932-5534
qbarbard@mono.ca.gov

To: Honorable Board of Supervisors
From: Scheereen Dedman, Registrar of Voters
Date: October 12, 2021

Subject

Certification and Declaration of the County Clerk/Registrar of Voters of the Results of the September 14, 2021, California Gubernatorial Recall Election.

Recommended Action

Approve as correct the Statement of Votes for the September 14, 2021, California Gubernatorial Recall Election.

Discussion

On September 14, 2021, California Gubernatorial Recall Election was held.

Per Elections Code §15372, *“The elections official shall prepare a certified statement of the results of the election and submit to the governing body within 30 days of the election.”*

Per Elections Code §15400, *“The governing body shall declare elected or nominated to each office voted on at each election under its jurisdiction the person having the highest number of votes for that office, or who was elected or nominated under the exceptions noted in Section 15452. The governing board shall also declare the results of each election under its jurisdiction as to each measure voted on at the election.”*

Following the canvass of the election, the results of each election contest are on the attached Certification of Vote.

Fiscal Impact

None.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 12, 2021

Departments: Finance

TIME REQUIRED 45 minutes (30 minutes presentation, 15 minutes discussion) **PERSONS APPEARING BEFORE THE BOARD** Janet Dutcher, Finance Director

SUBJECT Presentation - Building a Financially Resilient Mono County

AGENDA DESCRIPTION:

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

This is an updated version of a May 15, 2018, presentation given by the Finance Department about Government Finance Officers' Association (GFOA) identification of eight essential characteristics of a financially resilient system and the building blocks of long-term financial planning. This is a good opportunity to revisit this framework in advance of the October 19th workshop discussing Mono County revenues and revenue enhancement opportunities.

RECOMMENDED ACTION:

None. Presentation only.

FISCAL IMPACT:

None.

CONTACT NAME: Janet Dutcher

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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<input type="checkbox"/> Staff report
<input type="checkbox"/> Fiscal Resilience Presentation
<input type="checkbox"/> One page summary - building financial resiliency

History

Time

Who

Approval

10/5/2021 11:49 AM	County Counsel	Yes
10/6/2021 11:40 AM	Finance	Yes
10/7/2021 5:19 PM	County Administrative Office	Yes



DEPARTMENT OF FINANCE

AUDITOR-CONTROLLER

COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

Gerald Frank
Assistant Finance Director
Treasurer - Tax Collector

To: Honorable Board of Supervisors

From: Janet Dutcher, Finance Director

Date: October 12, 2021

Re: Presentation – Building a Financially Resilient Mono County

This is an updated version of a May 15, 2018, presentation given by the Finance Department, about Government Finance Officer's Association (GFOA) identification of eight essential characteristics of a financially resilient system and the building blocks of long-term financial planning. Efforts are currently underway to update the County's strategic plan, including strategies for solving the urgent need for financial resources in support of our communities need for affordable housing. This, along with our plans to conduct a workshop at the October 19th Board of Supervisors' meeting covering the characteristics of certain Mono County revenues and potential revenue enhancement opportunities, make now a good time to revisit this fiscally resilient framework.

In the field of public finance, we will face uncertainty. With the onset of climate change and devastating and more frequent wildfire events and the ongoing pandemic, it seems uncertainty is ever truer now than it was back in 2018 when we first discussed these principles. Fiscal changes are sure to continue to arise. The last recession taught us real-world lessons about solving a fiscal crisis. As expenditures outpace revenues, we deploy sustainable strategies, such as:

- Deferring maintenance
- Spending down reserves
- Reducing services
- Furloughing employees
- Delaying capital replacement
- Skipping paying down long-term liabilities

The leading public finance experts in our country, including those with GFOA, realize that a sustainable system functions so long as another fiscal crisis, like a severe economic downturn, does not cause a relapse. Relapses restart the process of implementing those strategies noted above again and again. What government organizations need is a resilient system that survives and even thrives under adversity. A resilient system is one that continues to improve even during a recession. It does not need to rely on the cycle of deferral strategies as listed above.

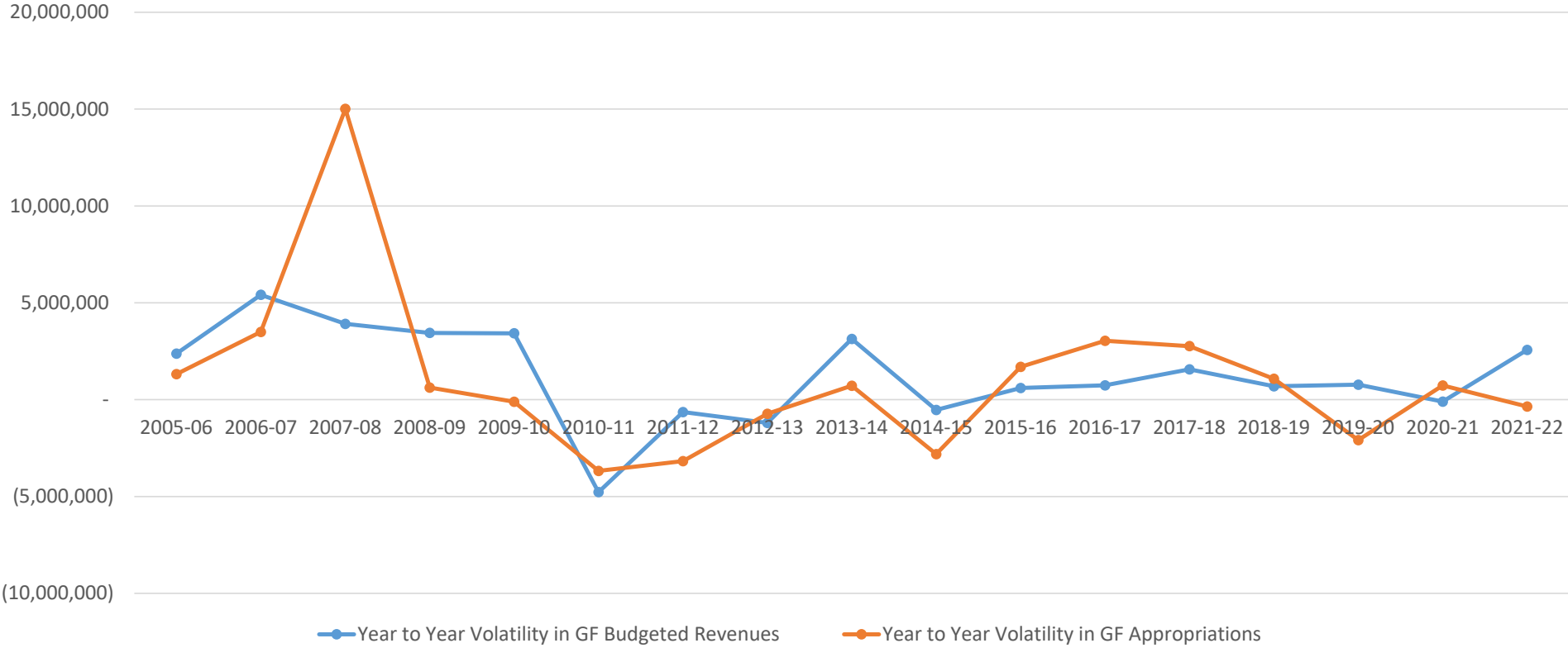
Today's presentation will address the eight essential characteristics of a financially resilient system and then list the building blocks of long-term financial planning.

BUILDING A FINANCIALLY RESILIENT MONO COUNTY

2019-2024 Strategic Priority

BUDGET VOLITILITY

Year to Year



MINDSET

“We are what we repeatedly do.
Excellence, then is not an act, but a habit.”
Attributed to *Aristotle*

Financial resilience is a set of organizational **BEHAVIORS** that can, upon repetition and practice, establish a habitual pathway towards excellence in local government.

Joseph P. Case, County Administrator of Chesterfield County, VA

TOPICS

1. Sustainability vs Resiliency
2. Eight Characteristics of a Resilient Financial System
3. Building Blocks of Long-term Planning

LETS REVIEW OUR DESTINATION

(from a finance point of view...)



VISION

- Outstanding community services
- Quality of life beyond compare

MISSION

- Support Communities
- Provide superior services
- Protect Environment

VALUES

- Customer service
- Excellence
- Innovation
- Integrity
- Collaboration
- Results Oriented

DIRECTION

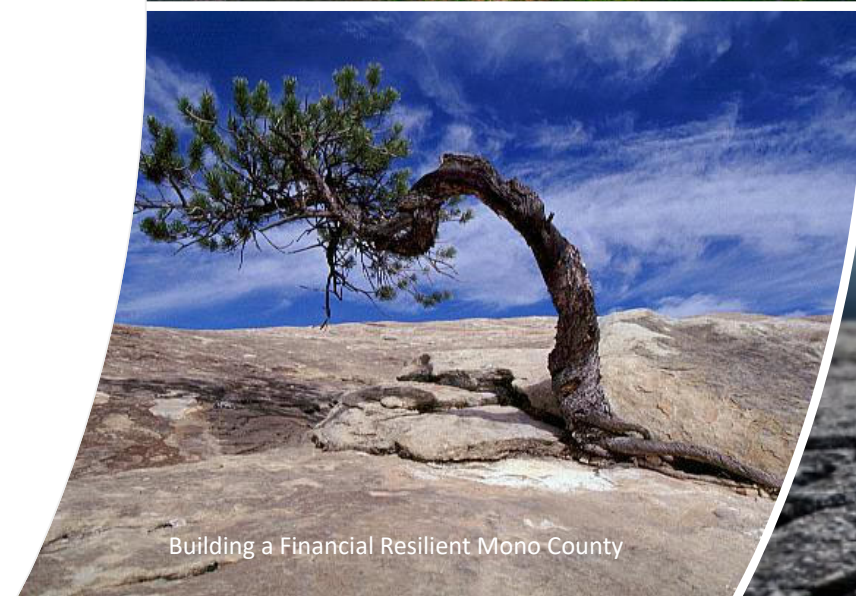
- **Adopt, implement and monitor fiscal resiliency principles**

WHAT DOES SUSTAINABILITY MEAN?

- Ability to maintain at certain level
- Conserve limited resources
- Avoid depletion
- Uphold and defend
- Survival strategies

WHAT DOES RESILIENCE LOOK LIKE?

- Spring back
- Toughness
- Elasticity
- Adapt and grow



The ability to withstand acute shocks and chronic stress WHILE maintaining AND improving essential services AND recover quickly and effectively

GOVERNMENT FINANCE OFFICERS' ASSOCIATION

Definition of Financial Resilience

Comparing Sustainability to Resilience

SUSTAINABILITY

- Plan 12 months ahead
- Prepare for common threats
- Conserve
- Focus on core during recessions
- Getting back to where we were
- Rebuilding reserves

VS

RESILIENCE

- Plan ahead 5+ years
- Mitigate risk before threats
- High continuous quality of life
- Flexible to meet changing times
- Improve and add services during recessions
- Being better than we were before recession

ESSENTIAL CHARACTERISTICS OF A RESILIENT SYSTEM

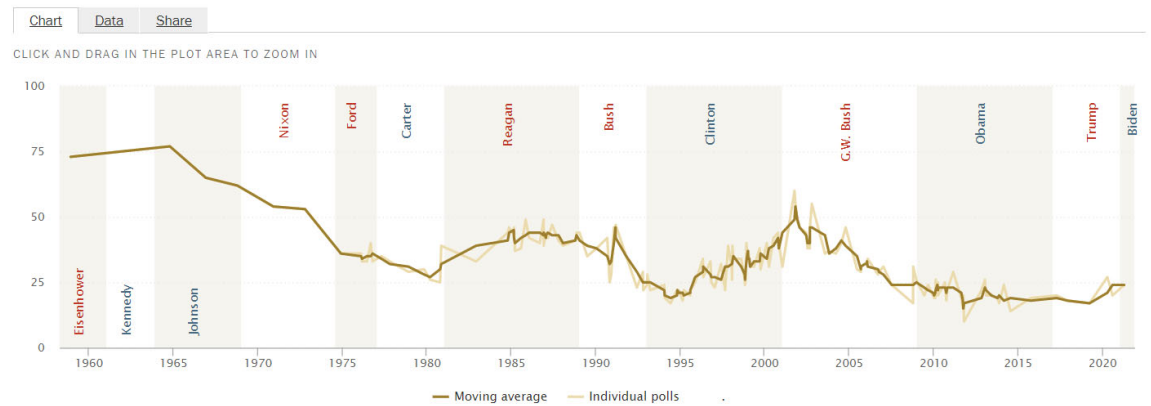
- A SUSTAINABLE system is balanced but potentially brittle. A RESILIENT system not only survives shocks, it thrives even under conditions of adversity.

1	DIVERSITY
2	REDUNDANCY
3	DECENTRALIZATION
4	TRANSPARENCY
5	COLLABORATION
6	FAIL GRACEFULLY
7	FLEXIBILITY
8	FORESIGHT

TRANSPARENCY +
 ENGAGEMENT +
 PERFORMANCE +
 ACCOUNTABILITY +
 TRUST

BUILDING TRUST

Public trust in government near historic lows



PEW RESEARCH CENTER

CLICK LEGEND ITEMS TO REMOVE THEM FROM CHART

1. DIVERSITY		Avoid a single point of failure or reliance on a single solution.	
Reduce reliance on General Fund	Operating subsidies (\$1.9+million in FY 2022) Charge GF staff time to projects Reaffirm policy to subsidize out-of-scope activities Adding new services only if they are self-sustaining		
Look beyond current revenues and expenditures	Long-term tax revenue impact from land use decisions Demographic trends affecting revenues and expenditures Escalating long-term liabilities (ie..pension)		
Diversity of funds	OPEB trust Pension stabilization fund Asset replacement reserve	Capital Project reserve Economic stabilization General reserve	
Self-supporting internal service funds for internal processing departments	Motor pool Information Technology – hardware and services Communications (?) Radios (?)		
Mitigate and absorb risk	Safety policies to prevent accidents and injury Project management practices – scope creep, delays Vendor selection and pricing – competitive bidding		

2. REDUNDANCY

Avoid having only one path of escape or rescue

Focus on reserve levels across multiple funds

Have a reserve policy that designates the PURPOSE of each reserve
DON'T use fund balance for operations
Prohibit unsustainable uses of fund balance

Create reserves for specific purposes

Plan ahead for financing long-term projects (capital projects, equipment replacement, infrastructure rebuild)
Stabilize against economic downturns
Widely understood and agreed upon
Transparency enhances credibility of reserve balances

Be specific about reserve rules

How much is enough?
When is it OK to use it?
How do we replenish?

Have multiple strategies

Short-term strategies (immediate, near term)
long-term strategies (years)
Revenue enhancements (taxes, fees, collections)
Expenditure reductions (efficiencies, benefit sharing, vendor incentives)

3. DECENTRALIZATION

Engage Departments to actively manage their budget structure – everyone takes responsibility for County finances

Link budget allocations to program revenues and cost-effectiveness. Spend resources to create highest public value possible. (PERFORMANCE BUDGETING?)

Decentralized approach to financial planning. Everyone takes charge of our fiscal destiny.

Centralized systems look strong, but failure is catastrophic.

Each Department is responsible and accountable for their budgets – reverse hoard syndrome
Expand Department responsibility to include long-term liabilities and capital projects, including maintenance costs for new facilities

OpenGov platform for implementing priority-based budgeting concepts
Establish base budgets, manage net cost and allocation of discretionary revenues
Use performance measures to make budget decisions

Use cross-functional teams to identify, analyze and solve financial issues (ISSUES TEAMS)
Involve department staff in financial modeling and forecasting
Promote an innovative, creative-solving culture



4. TRANSPARENCY

Promote transparency in key areas

Make sure we all know ...

Report information about assumptions so others can evaluate them
(PEER REVIEW TYPE PROCESS)

Full-cost accounting for services and activities.
Know and report on the cost of doing business.



Make it easier to figure out where a problem may lie. Share plans and listen when people point out flaws.

Goals and objectives
Forecast assumptions
Reserve standards
Full-costing of services

What our goals and objectives are
Why?
What activities get us there

Revenues trends
Expenditures trends
Non-financial (ie...property values, population, tourist visits, room rates)

Direct and indirect (overhead) costs
How much does it really cost?
Better informed decisions

5. COLLABORATION

Build governance priorities into the financial plan

Involve governance in the planning process

Give governance key indicators to know our financial conditions

WORKING TOGETHER TO BECOME STRONGER.

Identify imbalances in the allocation of revenues to programs.
Does the allocation match our priorities?
Make the financial plan connect to service goals

Incorporate strategic planning – confirm service goals
Identify and confirm critical issues
Recognize financial problems and enact solutions

Conduct an annual financial policy compliance review
Quarterly GF dashboard update communicating changes in fiscal condition



6. FAIL GRACEFULLY

Recognize changing conditions in advance
(CHANGE MANAGEMENT CAPABILITIES)

Promote credibility and open dialogue
(CHARACTERISTIC OF DIVERSITY)

Learn from and correct failure



FAILURE HAPPENS. MAKE SURE FAILURE WON'T MAKE THINGS WORSE.

Use forecasts and modeling (TOOLS)
Perform environmental scanning
Workforce planning and development (knowledge is a resource)
Model alternative scenarios and develop strategies

Open communications between Departments and Board – especially about financial conditions. Safe to talk.
Foster innovation to develop correction action plans
Think differently. Ie..current imbalance is an opportunity

Set measurable financial goals that are fact-based and data driven
Diversify revenues and streamline operations
Become leaner



7. FLEXIBILITY

BE READY TO CHANGE WHEN PLANS AREN'T WORKING. DON'T EXPECT STABILITY.

Regularly diagnose the strategic environment

Constant monitoring – what works, when to change
Performance measurement system - MEASURE

Use financial models to show impact of changes

Scenario analysis
Cost / benefit analysis applied to alternatives

Evolve and adapt the financial planning process

Conduct a fiscal tune-up – prebudget activity
Address new issues in advance



8. FORESIGHT

Think and prepare.

Develop effective forecasting techniques

Identify parameters – don't try to "predict"
Involve others in forecasting – improves quality, better data

Build capacity with staff and elected officials for strategic diagnoses

Teach others about finance
Promote realistic financial decision making
Value human capital – knowledge, skills, experiences

Complement financial planning with other long-term plans

Connect long-term financial plans to department plans involving services and programs

BUILDING BLOCKS OF LONG-TERM FINANCIAL PLANNING



PLANNING: *adopt financial policies linking finance to operational decisions*



REFORM THE BUDGET PROCESS: *priority-based, focusing on cost effective programs and understanding citizen needs*



ADDRESS LONG-TERM LIABILITIES: *Identify all including personnel related debts. Be transparent in discussing.*



ACCOUNTABILITY: *performance management system for reducing waste and improving services*



INNOVATION: *process improvement and recognize need to reform*

GFOA Initiative – Building Financially Resilient Governments

Long-term planning fosters a strategic framework for creating value for the public through government programs. A plan drives action and prevents paralysis by analysis or inertia.

<p>Past recession – fiscal sustainability (reduce spending to accommodate revenue reductions, temporary use of reserves) is insufficient to ensure ongoing fiscal health. Policy changes are necessary to move beyond sustainability towards a system that is adaptable and regenerative.</p>	<p>Recurring theme of resilient systems: incorporate long-term financial planning practices and educate our boards (and staff, public) about the effective stewardship over our long-term financial health.</p>
---	---

Eight Characteristics of a Resilient System

<p>DIVERSITY: avoid a single point of failure or reliance on a single solution.</p>	<ul style="list-style-type: none"> • Reduce reliance on the general fund • Focus on long-term liabilities such as pensions, OPEB, asset replacement, workers compensation • Use of self-supporting internal service funds (and other cost reimbursement strategies)
<p>REDUNDANCY: avoid having only one path of escape or rescue</p>	<ul style="list-style-type: none"> • Maintain a reserve policy and specify the purpose of reserves. Prohibit use of fund balance for recurring expenditures • Pursue multiple strategies for long-term financial health that include revenue enhancement and expenditure reduction
<p>DECENTRALIZATION: centralized systems look strong, but failure is catastrophic.</p>	<ul style="list-style-type: none"> • Make managers manage their cost and revenue structures – accountability • Engage in financial modeling and forecasting • Link budget allocations to program revenue
<p>TRANSPARENCY: Make it easier to figure out where a problem may lie. Share plans and listen when people point out flaws.</p>	<ul style="list-style-type: none"> • Use full-cost (direct and indirect) accounting for programs, make the cost of doing business transparent including support services. • Communicate assumptions and drivers of revenue and expenditure forecasts • Communicate our organization’s goals and objectives
<p>COLLABORATION: Working together to become stronger. Foster close collaboration between elected officials and staff.</p>	<ul style="list-style-type: none"> • Build elected officials’ service priorities into the plan and provide elective officials with a role in the planning process. • Use key indicators to help elected officials understand/monitor our financial conditions (dashboards). • Conduct an annual financial policy compliance self-review of our policy portfolio.
<p>FAIL GRACEFULLY: Failure happens. Make sure failure won’t make things worse.</p>	<ul style="list-style-type: none"> • Recognize changing conditions • Incorporate forecasts and environmental scanning • Set and manage measurable financial goals.
<p>FLEXIBILITY: Be ready to change when plans aren’t working. Don’t expect stability.</p>	<ul style="list-style-type: none"> • Regularly diagnose the strategic environment. Constantly monitor the environment and financial condition to see if financial strategies are working and to learn of conditions that might call for a change in approach. • Create financial models to show the impact of changes • Look beyond day-to-day business • Conduct a fiscal tune-up, acknowledging the need to reaffirm fundamental good financial management practices in a time of financial pressure
<p>FORESIGHT: think and prepare.</p>	<ul style="list-style-type: none"> • Develop effective forecasting techniques. Forecasts help identify the parameters within which to develop and execute strategies. • Build capacity among staff and elected officials • Complement financial planning with other long-term plans.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 12, 2021

Departments: CAO, Public Health

TIME REQUIRED 30 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robert C. Lawton, CAO, Bryan
Wheeler, Public Health Director

SUBJECT COVID-19 (Coronavirus) Update

AGENDA DESCRIPTION:

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

Update on Countywide response and planning related to the COVID-19 pandemic.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Robert C. Lawton

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
10/6/2021 10:49 AM	County Counsel	Yes
9/30/2021 12:07 PM	Finance	Yes
10/7/2021 5:19 PM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 12, 2021

Departments: CAO

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Robert C. Lawton, CAO

SUBJECT 30-day Review of Campfire Ordinance Prohibiting Open Fires on Private Property and County-Operated Campgrounds in Unincorporated Mono County

AGENDA DESCRIPTION:

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

The Board has requested that the Ordinance prohibiting open fires on private property and County-operated campgrounds within unincorporated Mono County (Ord. 21-08), adopted as an urgency measure on August 17th, be reviewed every thirty days for consideration of continuing need.

RECOMMENDED ACTION:

Review Ord. 21-08 and determine whether there is a continuing need to prohibit open fires on private property and in County-operated campgrounds. Provide desired direction to staff.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Robert C. Lawton

PHONE/EMAIL: (760) 932-5410 / rlawton@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Ordinance](#)

History

Time

Who

Approval

10/6/2021 9:46 AM	County Counsel	Yes
9/30/2021 12:08 PM	Finance	Yes
10/7/2021 5:19 PM	County Administrative Office	Yes



1
2
3
4
5
6
ORDINANCE NO. ORD21-08

7
8
9
10
**AN URGENCY ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS PROHIBITING
OPEN FIRES ON PRIVATE PROPERTY AND
COUNTY-OPERATED CAMPGROUNDS
WITHIN THE UNINCORPORATED AREAS OF MONO COUNTY**

11 **WHEREAS**, there currently exist in Mono County conditions of extreme fire danger
12 resulting from below-average precipitation during the 2020-21 winter season; and

13 **WHEREAS**, recent and ongoing fires to the north and north-west of Mono County,
14 including the Tamarack and the Dixie Fire, have resulted in significant damage to life and
15 property, burning approximately 70,000 and 515,000 acres, respectively - with the Dixie Fire
16 being the second largest recorded in the history of California; and

17 **WHEREAS**, the Inyo National Forest has issued restrictions allowing campfires only in
18 established fire pits within campgrounds and the Humboldt-Toiyabe National Forest has
19 prohibited campfires on any Forest Service lands within the Bridgeport Ranger District,
20 including in established fire pits; and

21 **WHEREAS**, in light of the extreme fire danger facing both the State as a whole, and
22 Mono County specifically, the Mono County Board of Supervisors finds it necessary to enact
23 restrictions on certain open fires on private lands within the County and within the County-
24 operated campground at Lundy Lake, in order to further reduce the likelihood of human-caused
25 fires within Mono County; and

26 **WHEREAS**, there is an immediate need to take action to protect the public health, safety
27 and welfare of the citizens and natural environment of Mono County from further harm and risk
28 due to extreme wildfire and fire hazard conditions, the lack of firefighting resources statewide
29 and extreme dry conditions in Mono County;

30 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF
31 MONO ORDAINS** that:

32 **SECTION ONE:** The above recitals are adopted as findings of the Board of
Supervisors.

SECTION TWO: Outdoor fires, including campfires, bonfires, pit fires, stick fires or
any other open flame fire (but excluding propane or charcoal barbecues used for cooking) are
hereby prohibited on all private lands within the unincorporated area of Mono County and within
all County-operated campgrounds (i.e., Lundy Campground).

1 **SECTION THREE:** This ordinance shall become effective immediately upon its
2 adoption as an urgency measure pursuant to Government Code sections 65858 and 25123. The
3 Clerk of the Board of Supervisors shall post this ordinance and also publish it or a summary
4 hereof in the manner prescribed by Government Code section 25124 no later than 15 days after
5 the date of its adoption.


6 **PASSED, APPROVED and ADOPTED** this 17th day of August, 2021, by the following
7 vote, to wit:

8 **AYES:** Supervisors Corless, Duggan, Gardner, Kreitz, and Peters.

9 **NOES:** None.

10 **ABSENT:** None.

11 **ABSTAIN:** None.

12 
13 Jennifer Kreitz (Aug 18, 2021 16:01 PDT)
14 Jennifer Kreitz, Chair
15 Mono County Board of Supervisors

16 **ATTEST:**

17 
18 Queenie Barnard (Aug 18, 2021 12:44 PDT)
19 Clerk of the Board

20 **APPROVED AS TO FORM:**

21 
22 Stacey Simon (Aug 23, 2021 09:52 PDT)
23 County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 12, 2021

Departments: Mountain View Fire Emergency Operations Center

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Justin Nalder, EOC Director

SUBJECT Mountain View Fire Update and
Review of Emergency Declarations

AGENDA DESCRIPTION:

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

Review of continuing need for Board of Supervisor's November 17, 2020, Declaration of Local Emergency of and Mono County Health Officer's November 19, 2020, Declaration of Local Health Emergency for the Mountain View Fire.

RECOMMENDED ACTION:

Hear report from Incident Command and involved staff regarding status of Mountain View Fire response and recovery efforts.

Determine whether there is a need to continue the local state of emergency declared on November 17, 2020 and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020).

FISCAL IMPACT:

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

CONTACT NAME: Stacey Simon

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report
<input type="checkbox"/> Board Declaration of Emergency
<input type="checkbox"/> Health Officer Declaration

History

Time	Who	Approval
10/6/2021 10:16 AM	County Counsel	Yes
9/30/2021 12:07 PM	Finance	Yes
10/7/2021 5:19 PM	County Administrative Office	Yes

County Counsel
Stacey Simon

**OFFICE OF THE
COUNTY COUNSEL**

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Facsimile
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Deputy County Counsel
Emily Fox

MAMMOTH LAKES, CALIFORNIA 93546

Paralegal/Office Manager
Kevin Moss

To: Board of Supervisors
From: Stacey Simon
Date: October 12, 2021
Re: Review of Emergency Declarations – Mountain View Fire

Recommended Action

Review need for continuing local emergency declared by the Board of Supervisors on November 17, 2020, and for continuing the local health emergency declared by the Mono County Health Officer on November 19, 2020, (ratified by the Board of Supervisors on November 24, 2020).

Determine that the need for continuing the declarations of emergency continues to exist or determine that need no longer exists and terminate one or both declarations.

Strategic Plan Focus Areas Met

- Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Discussion

On November 17, 2020, a fire broke out in the Community of Walker (the “Mountain View Fire”) in the midst of a hurricane-force wind event. More than 140 structures were destroyed, including 74 homes. On that date, by emergency action, the Board of Supervisors declared a state of local emergency under the California Emergency Services Act (CESA) (Cal. Gov’t Code § 8630). On November 19, 2020, the Governor of the State of California also proclaimed a State of Emergency under CESA, and the Mono County Health Officer declared a local health emergency under Health and Safety Code § 101080, related to the presence of hazardous and toxic materials associated with fire debris. The Board of Supervisors ratified the Health Officer’s declaration on November 24, 2020.

Under the CESA, the Board must review the need for continuing the local emergency at least once every 60 days until it terminates the emergency. Under Health and Safety Code § 101080, the Board must review the need for continuing the local health emergency at least once every 30 days. Under both provisions, the Board must terminate the local emergency at the earliest possible date that conditions warrant.

This item is on the Board's agenda for a review of the conditions necessitating the declarations of emergency as follows:

1. Declaration of Local Health Emergency

A local health emergency exists under § 101080 when an area is affected by release or escape of hazardous waste which is an imminent threat to the public health or imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, noncommunicable biologic agent, toxin, or radioactive agent.

The bulk of hazardous waste cleanup on affected properties was recently completed by CalOES, however, there remain several properties which have not been remediated. Staff will present additional information regarding the status of the remaining properties and options available to address them.

2. Declaration of Local Emergency

A local emergency exists under subdivision (c) of section 8558 of the CESA when conditions exist of disaster or of extreme peril to the safety of persons and property caused by fire, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the local government and require the combined forces of other entities to combat.

Staff will present additional information regarding the continued existence of these conditions at your meeting.

Attachments:

November 17, 2020 Board Declaration

November 19, 2020 Health Officer Declaration

November 24, 2020 Board Ratification of Health Officer Declaration



R20-101

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS DECLARING
A LOCAL EMERGENCY DUE TO SEVERE WILDFIRE IN THE ANTELOPE
VALLEY AREA CAUSED BY THE MOUNTAIN VIEW FIRE**

WHEREAS, today, November 17, 2020, during a severe wind event, a fast-moving fire erupted in the Antelope Valley in Northern Mono County (the “Mountain View Fire”); and

WHEREAS, by 4:00, the fire had destroyed structures and homes and taken at least one life; evacuations are ongoing, and animals have been let free; and

WHEREAS, the Board has determined that conditions of disaster and extreme peril exist which are beyond the control of the normal protective services, personnel, equipment, and facilities within the County of Mono;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Mono, State of California, does hereby declare a state of emergency as a result of the Mountain View Fire in Northern Mono County, based on the findings stated above and other information presented to it during its meeting of today’s date.

BE IT FURTHER RESOLVED THAT consideration for a U.S. Small Business Administration Disaster Declaration for Individual Assistance and funding through the California Disaster Assistance Act, in addition to any and all recovery assistance the State of California can provide, are requested to respond to the emergency herein described, including as necessary to respond to such eligible damages resulting from the emergency which may later be discovered.

PASSED, APPROVED and ADOPTED this 17th day of November 2020, by the following vote, to wit:

AYES: Supervisors Corless, Gardner, Kreitz, Peters, and Stump.

NOES: None.

ABSENT: None.

ABSTAIN: None.

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

Queenie Barnard (Nov 18, 2020 12:25 PST)

Clerk of the Board

APPROVED AS TO FORM:

Stacey Simpson (Nov 18, 2020 12:40 PST)

County Counsel



MONO COUNTY HEALTH DEPARTMENT

LOCAL PUBLIC HEALTH ORDER

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

**EMERGENCY ORDER OF THE MONO COUNTY HEALTH OFFICER
DECLARING A LOCAL HEALTH EMERGENCY DUE TO THE
MOUNTAIN VIEW FIRE; LIMITING RE-ENTRY TO AFFECTED AREAS TO
PROTECT PUBLIC HEALTH AND SAFETY; AND PROHIBITING ENDANGERMENT
OF THE COMMUNITY THROUGH THE UNSAFE REMOVAL,
TRANSPORT, AND DISPOSAL OF FIRE DEBRIS**

WHEREAS, the Mono County Board of Supervisors proclaimed a local state of emergency on November 17, 2020, and the Governor issued a Proclamation of a State of Emergency on November 19, 2020, due to conditions of extreme peril caused by the Mountain View Fire, which destroyed 96 homes and damaged various other structures, including Mono County's solid waste transfer station, in the Walker area of Mono County; and

WHEREAS the potential for widespread toxic exposures and threats to public health and the environment exists in the aftermath of a major wildfire disaster. Debris and ash from residential structure fires contain hazardous substances and the health effects of hazardous substances releases after a wildfire are well-documented; and

WHEREAS, the combustion of building materials such as siding, roofing tiles, and insulation result in dangerous ash that may contain asbestos, heavy metals, and other hazardous materials. Wells may be contaminated and require chlorination following a period of power outages. Household hazardous waste such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals may have been stored in homes, garages, or sheds that may have burned in the fire, also producing hazardous materials; and

WHEREAS, exposure to hazardous substances may lead to acute and chronic health effects, and may cause long-term public health and environmental impacts. Uncontrolled hazardous materials and debris pose significant threats to public health through inhalation of dust particles and contamination of drinking water supplies. Improper handling can expose workers to toxic materials, and improper transport and disposal of fire debris can spread hazardous substances throughout the community, and

WHEREAS, areas affected by the fire were evacuated by Incident Command, and reentry by residents and the public for safety reasons must be regulated until such time as hazardous materials inspection and removal is conducted; and

WHEREAS, California Health and Safety Code section 101080 authorizes the local health officer to declare a local health emergency in areas affected by release or escape of hazardous waste which is an imminent threat to the public health or imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, noncommunicable biologic agent, toxin, or radioactive agent; and

WHEREAS, Health and Safety Code section 101040 further authorizes the Health Officer to issue orders to protect public health and safety in the context of a local emergency; and

WHEREAS, the Mono County Health Officer finds that the Mountain View Fire has created conditions hazardous to public health and safety in the form of contaminated debris from household hazardous waste/materials and structural debris, which poses a substantial threat to human health and the environment unless its removal and disposal is performed in a manner that protects the public health and safety.

NOW THEREFORE, the Mono County Health Officer **DECLARES** and **ORDERS** as follows:

1. Pursuant to California Health and Safety Code sections 101040 and 101080, a local health emergency exists in Mono County due to debris resulting from the Mountain View Fire being or containing hazardous materials and the imminent and proximate threat of release thereof, which are public health hazards and immediate threats to the public health and safety.
2. Effective immediately and continuing until it is extended, rescinded, superseded, or amended in writing by the Public Health Officer, this Order continues existing closures and prohibits re-entry into specified areas affected by the Mountain View Fire as shown in Exhibit A (“Current Evacuation Area (11/19/20)”), which is attached to this Order and incorporated by this reference, until such time as those areas can be assessed for hazards and, where necessary, remediated.
3. Upon notification by the County of Mono’s Building and Environmental Health Divisions that additional areas or premises are safe to re-enter, the Health Officer may replace Exhibit A, without otherwise modifying this Order, by posting and distributing a revised map labeled “Current Evacuation Area” with the date of such revision and a reference to this Order.
4. In coordination with local law enforcement, re-entry for the limited purpose of retrieving possessions may be allowed, provided no hazards have been identified on the property being accessed.
5. Regardless of when re-entry occurs, no cleanup activities of burned structures or other construction activities shall commence without the prior written authorization of the County

of Mono's Building and Environmental Health Divisions and in compliance with adopted cleanup standards and construction safety guidelines.

6. Pending the enactment of additional requirements to address the Mountain View Fire disaster clean up, no debris bins shall be provided to property owners for the purposes of the removal of fire debris without the authorization of the Mono County Public Health Department – Environmental Health Division.
7. Pending the enactment of additional requirements to address the Mountain View Fire disaster clean up, property owners choosing not to participate in a State Fire Debris Clearance Program, if one is established in Mono County, must register with and obtain the permission of the Mono County Public Health Department – Environmental Health Division, before beginning the removal of fire debris and conduct their private debris removal, transport, and disposal in a manner that does not endanger the community.
8. No one shall temporarily occupy or camp on private property unless and until standards for such temporary occupancy are approved by the Mono County Building and Environmental Health Divisions, (and the Board of Supervisors if required under County or State law).

IT IS FURTHER DECLARED, pursuant to California Health and Safety Code section 101080, that the local health emergency created and presented by the Mountain View Fire shall not remain in effect for a period in excess of seven (7) days unless it has been ratified by the Mono County Board of Supervisors and shall be reviewed by the Board of Supervisors at least every 14 days until the local health emergency is terminated.

IT IS SO ORDERED:

Date: November 19, 2020

Thomas Boo, MD

Dr. Tom Boo
Mono County Public Health Officer

EXHIBIT A
CURRENT EVACUATION AREA (11/19/20)

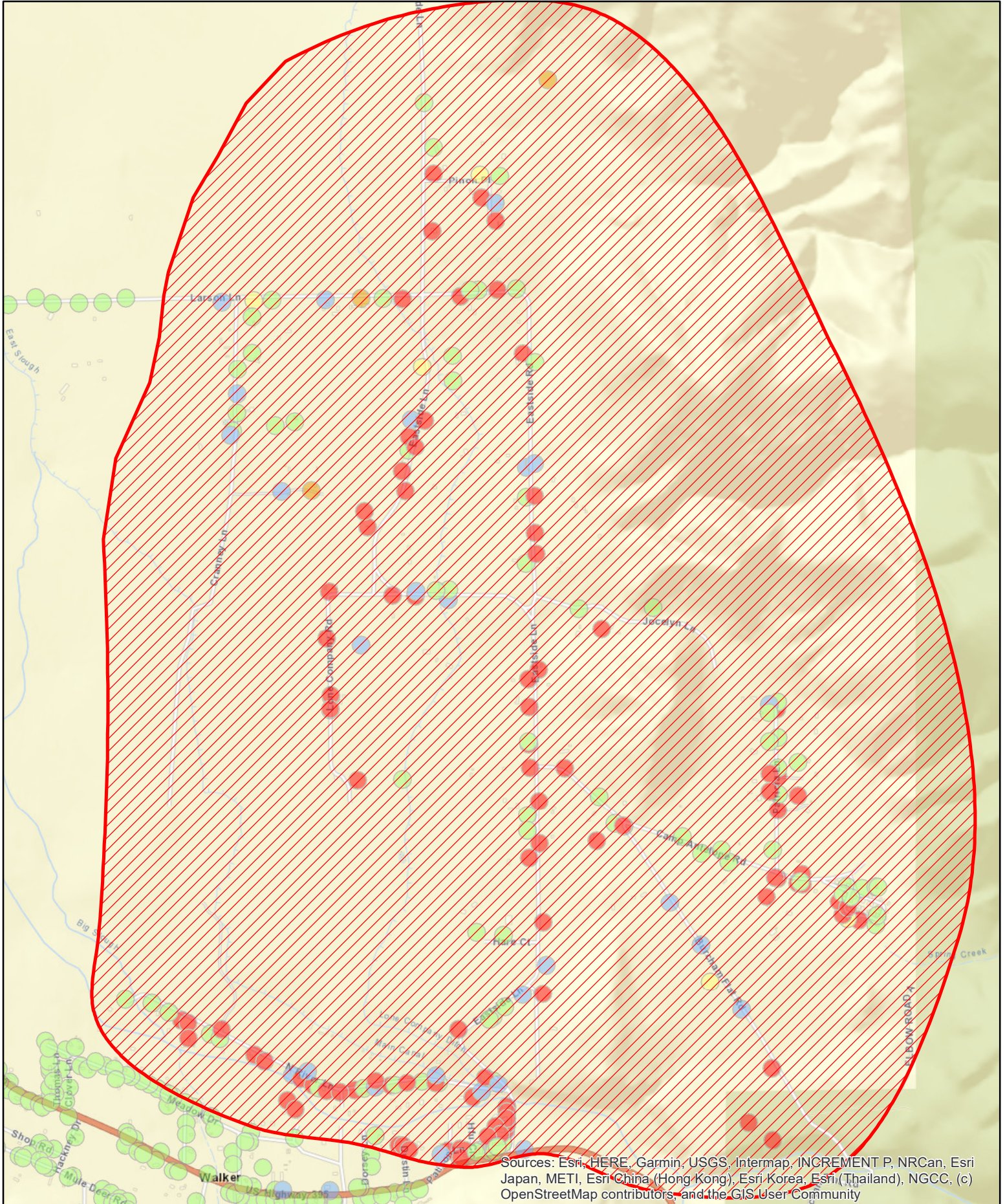


CURRENT EVACUATION AREA

As of 11/19/2020 - 10:45a

For updates visit

<https://on.mono.ca.gov/mountainviewfire>



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



R20-102

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
RATIFYING PROCLAMATION OF LOCAL HEALTH
DUE TO THE PRESENCE OF TOXIC AND HAZARDOUS DEBRIS
RESULTING FROM THE MOUNTAIN VIEW FIRE IN WALKER**

WHEREAS, the Local Health Officer did, on the 19th day of November, 2020, declare a local public health emergency in the County of Mono as a result of the Mountain View Fire, a fast-moving and devastating blaze which began on November 17, 2020, and burned more than 140 structures, including 74 homes which were completely destroyed and an additional 2 homes which were damaged, in the community of Walker, California; and

WHEREAS, the Health Officer declaration, which is hereby incorporated by this reference, included a restriction on re-entry into areas affected by the fire in order to protect the public from toxic and hazardous materials typically present following a fire that burns residential or commercial structures. The order also included guidance and restrictions for safe debris removal, transport and disposal; and

WHEREAS, the Mono County Building and Environmental Health Departments, with support, expertise and resources provided by the California Office of Emergency Services (CalOES), thereafter assessed the fire-damaged areas and a plan was made to allow residents to commence safely re-entering the area on November 22, 2020. The Health Officer therefore issued a revised order on that date allowing for controlled re-entry, but continuing the prior restrictions on debris removal, transport and disposal; and

WHEREAS, the continuation of these restrictions, as well as the continued assistance and resources of CalOES and others with expertise in remediating fire damage, remain necessary in order to protect public health, safety and the environment and are required for a safe and effective response to the conditions of disaster and extreme peril resulting from the Mountain View Fire, which is beyond the control of the normal protective services, personnel, equipment, and facilities within the County of Mono;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Mono, State of California, adopts the above findings and does hereby ratify the aforementioned proclamation of local health emergency and declares a continued state of local health emergency in the County which is beyond the control of the normal protective services, personnel, equipment and facilities within the County, as a result of the Mountain View Fire.

1 **BE IT FURTHER RESOLVED THAT** consideration for a U.S. Small Business
2 Administration Disaster Declaration for Individual Assistance and funding through the California
3 Disaster Assistance Act, in addition to any and all recovery assistance the State of California can
4 provide, are requested to respond to the emergency herein described, including as necessary to
5 respond to such eligible damages resulting from the emergency which may later be discovered.

6 **PASSED, APPROVED and ADOPTED** this 24th day of November, 2020, by the
7 following vote, to wit:

8 **AYES:** Supervisors Corless, Gardner, Kreitz, Peters, and Stump.

9 **NOES:** None.

10 **ABSENT:** None.

11 **ABSTAIN:** None.


12 

13 _____
14 Stacy Corless, Chair
15 Mono County Board of Supervisors

16 **ATTEST:**

17 
18 _____
19 Queenie Barnard (Nov 24, 2020 12:57 PST)
20 Clerk of the Board

21 **APPROVED AS TO FORM:**

22 
23 _____
24 Stacey Simon (Nov 24, 2020 13:14 PST)
25 County Counsel

10/6/2021 6:07 PM	County Counsel	Yes
10/7/2021 12:51 PM	Finance	Yes
10/7/2021 5:20 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 12, 2021

Departments: Community Development

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Wendy Sugimura, Community
Development Director; Emily Fox,
Deputy County Counsel

SUBJECT Letter to USFS Regarding Decision
Memo Issued for KORE Mining Long
Valley Drilling Exploration

AGENDA DESCRIPTION:

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

Letter to the Inyo National Forest requesting input, a timeline and regular updates regarding KORE Mining Ltd.'s exploratory drilling project in Long Valley.

RECOMMENDED ACTION:

Approve and authorize Chair to sign proposed letter as drafted or as revised by the Board.

FISCAL IMPACT:

None.

CONTACT NAME: Emily Fox

PHONE/EMAIL: x1712 / efox@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report re letter to USFS regarding Decision Memo on Long Valley Drilling Exploration
Letter to USFS re Decision Memo on Long Valley Drilling Exploration project
Decision Memo

History

Time	Who	Approval
10/6/2021 12:07 PM	County Counsel	Yes

10/7/2021 12:50 PM

Finance

Yes

10/7/2021 5:20 PM

County Administrative Office

Yes

County Counsel
Stacey Simon

Assistant County Counsels
Christian E. Milovich
Anne L. Frievault

Deputy County Counsel
Emily R. Fox

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COUNTY COUNSEL**
Mono County

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P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Paralegal
Kevin Moss

To: Board of Supervisors

From: Emily Fox

Date: October 12, 2021

Re: Letter to USFS regarding Decision Memo issued for KORE Mining Long Valley Drilling
Exploration

Recommended Action

Approve letter for transmission to the Mammoth Ranger District.

Strategic Plan Focus Areas Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Discussion

On September 27, 2021, the Mammoth Ranger District of the Inyo National Forest issued a Decision Memo regarding KORE Mining's proposed exploratory drilling project in the Long Valley. The KORE Mining proposal was initially released for public comment in April 2021 and received over 1,000 comments from members of the public, many of which were from residents of Mono County. The Decision Memo determined that the exploratory drilling project would be approved and was categorically excluded from further environmental analysis under the National Environmental Policy Act. There were no communications from the Forest Service between May 2021 when the comment period closed and when the Decision Memo was issued at the end of September.

The Decision Memo indicates that the KORE Mining project is expected to begin in Fall of 2021 but provides no other timeline. The Decision Memo also does not specify responsibility for oversight and compliance with the project conditions described in the Decision Memo, or indicate how rehabilitation activities will be undertaken following the completion of the project.

There is no formal mechanism to require the Forest Service to provide more information to the public about the project. The draft letter to the Forest Service requests a response from the Forest Service to the Board and better public communication about the timeline for the project, responsibility and oversight for the project, and more information about rehabilitation activities.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1712.



Jennifer Kreitz ~ District One Rhonda Duggan ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

Scheereen Dedman, Clerk of the Board

Leeann Murphy
Acting District Ranger
Mammoth Ranger District
351 Pacu Lane, Suite 200
Bishop, CA 93514

RE: Decision Memo Issued for the Long Valley Exploration Drilling Project

Dear Ms. Murphy,

The Mono County Board of Supervisors (the “Board”) writes regarding the issuance of a decision memo on September 27, 2021, for the proposed drilling exploration by KORE Mining Ltd. (“KORE Mining”) in the Long Valley of Mono County. In light of the more than 1,000 comments regarding this project, many of which came from Mono County residents, the Board urges the Forest Service to provide greater transparency and public communication regarding this project as it begins, is undertaken, and is rehabilitated after completion.

First, the Board would like to voice concerns regarding the timeline for the approved project. In the initial Schedule of Proposed Actions for the proposed drilling project, a decision from the Forest Service was anticipated in July 2021. The Decision Memo was not released until September 27, 2021, and indicated that the KORE Mining project was expected to begin in Fall 2021. However, the Decision Memo also refers to necessary permits not yet obtained by KORE Mining from other regulatory entities such as the Great Basin Unified Air Pollution District. The timeline for this project is unclear from the Decision Memo. Given that the decision to issue a Categorical Exclusion was based in part on the less-than-one-year duration of the proposed project, the timeline seems critical to ensuring the project is operating properly within the scope of its approvals. The Board and the residents of Mono County would appreciate greater public communication about the projected timeline for the project.

Second, the Board would appreciate clarification and communication about who will be responsible for oversight of the KORE Mining project operations, conditions, and mitigations. The Mammoth Ranger District is without a permanent district ranger and currently only has an acting district ranger with an unclear term. The Board and the public would benefit from a clear plan that identifies monitoring methods or compliance checks as well as who will be responsible

for ensuring that the measures described in the Decision Memo are complied with throughout the lifetime of the exploratory drilling project.

In addition, the Decision Memo emphasizes the need for adequate rehabilitation following the completion of the project, with which the Board wholeheartedly agrees. However, the Decision Memo describes the post-exploration restoration activities without identifying which entity—the Forest Service or KORE Mining—will be responsible for those restoration activities. The Board and the residents of Mono County have expressed concerns regarding the exploration project because of its potential for impacts to threatened Bi-State Sage Grouse populations and habitat. The Board appreciates the inclusion in the Decision Memo of details regarding habitat restoration after completion of the project but would appreciate more detailed communication about who will undertake the restoration work, who will evaluate the progress of the restoration, and what criteria will be used to determine whether it is satisfactory.

The KORE Mining exploratory drilling project has drawn significant interest and concern from residents across Mono County. The Board urges the Forest Service to provide more public communication regarding the timeline, oversight, and restoration activities for the approved project, and requests that the Forest Service provide a written response to this letter regarding the concerns the Board has identified.

Sincerely,

Jennifer Kreitz, Chair
Mono County Board of Supervisors



DECISION MEMO
LONG VALLEY EXPLORATION DRILLING PROJECT
U.S. FOREST SERVICE
INYO NATIONAL FOREST
MAMMOTH DISTRICT
MONO COUNTY, CA

BACKGROUND

The Inyo National Forest received a request from KORE Mining Ltd. (KORE) for approval of a Plan of Operations for mineral exploration on National Forest land at its Long Valley Project area (Project) (Figures 1-3). Proposed activities within the Plan of Operations are for the exploration of locatable minerals to be conducted upon Federal mining claims held by KORE.

An initial Plan of Operations was submitted in July 2020. The initial Plan of Operations was revised based on analysis and comments received during project scoping, and many requirements were added to minimize resource impacts. The decision is based upon evaluation of the revised Plan of Operations (2021 Plan of Operations).

The application was for mineral exploration only. There is no proposed mineral extraction (mining). Mining is not being proposed or considered at this time. The purpose of a mineral exploration project is to assess the potential for mineral concentration at a volume that would be economically feasible to produce and does not automatically lead to an actual mine. An application has not been submitted or proposed for a mineral extraction project and if that were to occur, that application would be processed as a separate project.

The Project area has had previous exploration, in the 1990s, by a prior operator. Exploration activities included road construction and drilling of hundreds of cores. The KORE 2021 Plan of Operations is for additional drilling on the periphery of the prior area of exploration. The 2021 Plan of Operations is of a one year duration for mining and support activities, and restoration of impacts. The exploration activities include core drilling on 12 pads and the collection of rock samples from each borehole for metallurgical testing and geological engineering assessment.

Through the General Mining Law of 1872, mining claimants have a right to locate and develop mineral resources on any public lands open to mineral entry. KORE Mining therefore has a legal right to explore/develop and conduct reasonably incident activities; the FS has the right/obligation to regulate such activities but not to endanger or materially interfere (40 CFR 1502.13). The Forest Service does have an obligation to ensure that "operations are conducted so as, where feasible, to minimize adverse environmental impacts on National Forest surface resources" (36 CFR 228.8). The compelling need for the Forest Service to take action is to comply with the legal requirements to respond to the proponents reasonable Plan of Operations (36 CFR 228.4) for mineral exploration, and prescribe measures to reasonably protect resources.



The Inyo National Forest land management plan (USDA Forest Service 2019) requires that mineral exploration must be for public benefit, and the project contributes toward the attainment of the following desired condition:

GEO-FW-DC 01. Mineral resources on National Forest System lands provide for public benefit, while minimizing adverse environmental effects on other national forest resources from mineral exploration, development, and extraction (USDA Forest Service, land management plan 2019, p. 67).

DECISION

I have decided to authorize the exploratory drilling, as described in the proposed Plan of Operations. This decision approves mineral exploration, including ground-disturbing reclamation activities, for up to one year. Post-exploration habitat restoration activities that do not involve grading or major ground disturbance may continue past one year as needed for satisfactory reclamation. Activities such as monitoring, seeding, and maintaining a fence to exclude livestock from the restoration areas are in support of the post-project habitat restoration. This decision incorporates the specific terms and conditions summarized in Appendix A of this document; these have been incorporated into the Plan of Operations.

Land disturbance resulting from this Project will total approximately 0.82 acres. Of that, roughly 0.43 acres would be from the drill pads and 0.39 from the use of the temporary access roads.

Twelve drill pads, measuring 53 feet by 30 feet, will be constructed and up to 3 core borings will be drilled on each pad. The proposed drilling equipment will access the property across existing public roads and will utilize temporary access roads from the public roads to the drilling pad locations to minimize disturbance from road grading. Up to 1,700 feet (0.32 miles) of temporary access road will be created by clearing of surface vegetation by hand cutting or mowing with a small tractor. The roads will not be graded or constructed beyond cutting or mowing vegetation.

Best management practice will be employed for drilling. Excess drilling mud will be collected while drilling and transported off site to an appropriate disposal facility. After drilling has ended, the drill pads will be reclaimed by relieving compaction, grading to approximate the original landforms, and planting with a Forest Service approved native seed mix. A temporary fence will be placed to prevent livestock or other animals from eating or trampling growing seedlings, to facilitate successful habitat improvement. Temporary access roads will be reclaimed using a spring-tooth harrow, or similar device, to relieve surface compaction and then seeded with the same approved seed mix. Seeding will occur in the fall of the year to take advantage of seasonal rainfall. New vegetation shall be monitored by a qualified biologist until it is determined that success criteria have been met. The minimum monitoring time is three years. Any revegetation needs identified during that monitoring are also covered under this decision.

All activities incidental to mining, including drilling, grading, and installation of erosion control features, will be completed within one year of the beginning of operations. Exploration on each pad will be active for three to twelve days, with a day or two of mobilization between pads. Two pads may be drilled at the same time. The number of days needed to complete exploration activities could therefore range from about 50 to 170 days, all within 12 consecutive months. At the end of the one-year period, all equipment will have been removed from the site and all activities in support of



exploration will be complete. In order to minimize project effects, further wildlife habitat improvement may occur if post-exploration monitoring shows a need for further revegetation.

This action is categorically excluded from documentation in an environmental impact statement (EIS) or an environmental assessment (EA). The applicable category of actions for the exploration and support activities is identified in agency procedures as:

36 CFR 220.6(e)(8): Short-term (1 year or less) mineral, energy, or geophysical investigations and their incidental support activities that may require cross-country travel by vehicles and equipment, construction of less than 1 mile of low standard road or use and minor repair of existing roads.

This category of action(s) is applicable because this is a one-year Plan of Operations, including reclamation, and there would be no more than 0.32 miles of temporary road construction. The total linear feet of all new and existing drill roads to be used by the project is about 1,700 feet.

All exploration activities and activities necessary to support the explorations itself fall under CE category 220.6(e)(8). These activities include those that are required to allow equipment access to the site (such as temporary road construction, grading and constructing drill pads), implementing the exploration (such as drilling exploration holes, driving existing and temporary roads, having equipment on-site, transporting drilling muds to an approved off-forest site), and protecting natural and cultural resources during the exploration itself (such as installing erosion control measures, properly casing and abandoning drill holes, using noise and light controls, and regrading pads and replacing topsoil).

In order to minimize effects to natural resources, I am also requiring post-project restoration for habitat improvement. These restoration activities are important to provide food and cover for native wildlife species, as well as allowing for native plant success. These activities are not required to support the mineral exploration activities. Because these activities are not in support of mining activities, we are using an additional CE category to cover these activities, which is:

36 CFR 220.6(e)(6): Timber stand and/or wildlife habitat improvement activities that do not include the use of herbicides or do not require more than 1 mile of low standard road construction.

This category of actions is applied because the restoration of project disturbance is for the purpose of improving native vegetation, which is vital for wildlife habitat (including sage grouse and mule deer). This will ensure that there is no net loss of habitat and no effect to the capability of Forest species of conservation to persist over the long term in the plan area. No herbicides will be used, and no road will be constructed for the wildlife habitat improvement.

I want to be certain that adequate rehabilitation occurs, and therefore do not want to limit any activities needed for rehabilitation to a time frame of one year or less. The post-exploration habitat restoration activities will include seeding, installing (sage-grouse friendly) fences around the pads to protect seedlings from livestock or wildlife grazing, monitoring revegetation activities on foot, and pulling weeds if needed. If monitoring shows that the initial revegetation is not adequate for wildlife habitat improvement, this decision also approves additional revegetation activities. These are not support activities necessary for mineral exploration; the mineral exploration can proceed without



these actions and will be complete before these actions occur. However, such actions are important for habitat improvement and therefore are being included as part of my decision.

As stated in the preamble to the 2020 Forest Service NEPA regulations under 36 CFR 22, “More than one CE may apply to an activity. Integrated, multiple-use management activities, which are designed to accomplish management goals that often cross administrative program boundaries, can fit within multiple CEs.” Use of two CEs helps me best meet my obligation to allow mineral exploration activities while minimizing resource impacts, and my desire to improve wildlife habitat post-project.

EXTRAORDINARY CIRCUMSTANCES

I find that there are no extraordinary circumstances that would warrant further analysis and documentation in an EA or EIS. I took into account resource conditions identified in agency procedures that should be considered in determining whether extraordinary circumstances might exist, as well as other resources that are not explicitly included in the required resources for analysis. The full analysis of effects for wildlife, botanical, water, noise and cultural resources are included as reports in the project file: Long Valley Sensitive Species Habitat Verification Report; Cultural Resources Inventory Long Valley Exploration Drilling Project Unincorporated Mono County, California; KORE Long Valley Exploration Sage-Grouse Lek Baseline Noise Monitoring and Drilling Noise Analysis; Hydrogeologic Evaluation; and Long Valley Exploration Drilling Project Biological Impact Analysis).

The analysis of potential effects from those reports are summarized here.

1. Federally listed threatened or endangered species or designated critical habitat, species proposed for Federal listing or proposed critical habitat, or Forest Service species of conservation concern.

Plant Species of Conservation Concern

No special-status plant species were observed on-site during the pre-construction focused plant survey. Further, based on habitat requirements for the identified special-status species and known distributions, it was determined that the Project Impact Area does not have the potential to support any of the other plant species of conservation concern documented as potentially occurring within the vicinity of the project site, and are presumed absent. As a result, no impacts to plant species of conservation concern are expected to occur.

Wildlife Species of Conservation Concern

No special-status wildlife species were observed on-site during the field investigation. Based on habitat requirements for specific species and the availability and quality of on-site habitats, it was determined that the Project Impact Area has the potential to support greater sage-grouse and pygmy rabbit. In order to ensure no significant direct or indirect impacts to the aforementioned species occur from the project, the avoidance and minimization measures listed in Appendix A will be implemented. With implementation of these avoidance and minimization measures, any impacts to species of conservation concern, should they be present, would be minor and temporary. It is likely that any sage grouse and pygmy rabbit in the area would avoid the immediate vicinity of the drill sites during the exploration activities and associated disturbance. Nonetheless, there is the potential for such avoidance to result in physiological stress, reduced



foraging success, and exposure to higher predation rates due to increased movements to skirt project activities. However, these impacts will be short-term and spatially limited, so will not result in any impacts to the species that would affect their viability within the project area or the Inyo National Forest.

To ensure compliance with the Migratory Bird Treaty Act (MBTA) and Fish and Game Code, a pre-construction nesting bird clearance survey shall be conducted within 3 days of any vegetation removal or ground disturbance. If occupied nests are discovered during the survey, non-activity buffers between 300 and 500 feet will be established around the identified nest.

Wildlife Corridors

The project site has the potential to be utilized as a wildlife corridor by local wildlife species, in particular mule deer. Project activities will occur in a small area relative to the broad migration path and there is adequate, undeveloped space available in the route for the deer to circumvent project activities. In addition, project design features to minimize impacts to wildlife were added to the Plan of Operations, as summarized in Appendix A of this document. Design features added include limited operating periods for spring migration, noise dampening, speed limits, night lighting requirements, revegetation and wildlife protective fencing.

Since conditions on the site, after project implementation, will be restored and will allow wildlife movement across portions of the site and within adjoining large blocks of habitat, only temporary impacts to wildlife movement will occur during project implementation. Due to the lack of any identified long-term impacts to wildlife movement, migratory corridors or linkages or native wildlife nurseries, wildlife will not be significantly affected by the project.

2. Flood plains, wetlands, or municipal watersheds

Floodplains

The USFWS National Wetlands Inventory and the USGS National Hydrography Dataset were reviewed to determine if any streams or riverine resources have been documented within or immediately surrounding the project site. Based on this review and the field investigation, one (1) riverine resource was identified within the boundaries of the Project Area. This feature is an ephemeral feature that follows on-site topography within the eastern portion of the Project Area and flows only in direct response to precipitation northwest to southeast into Hot Creek, which is located south of the Project Impact Area. The 2021 Plan of Operations contains no drill pads or new access roads within 500 feet of this ephemeral stream and therefore there is no potential to affect surface water or floodplains from exploration activities.

Wetlands

The project area does not contain any wetlands. Therefore, there will be no impacts to wetlands.

Municipal Watersheds

The entire project area is within a municipal watershed, the Owens River. As described in this document and the hydrology and hydrogeologic evaluation, there is a very low potential for any effect to surface or groundwater quality or quantity from this exploration project, and therefore there would be no effect to municipal water supply.



As stated above, there is no surface water within the project area, and only an ephemeral stream within 500 feet of ground disturbing activities. There is therefore no potential for direct effects to surface water quality or quantity.

Groundwater will not be extracted by the project. Previous exploration drilling in the area did not encounter any artesian groundwater conditions. It is not expected that this exploration effort will encounter these conditions either, and therefore there should not be any inadvertent groundwater loss. A groundwater analysis has been completed that analyzes potential for intermixing of shallow cool and deep warm aquifers in the area (Barlett, 2021). In summary, there does not appear to be a significant upper, cool water aquifer in the claim block. Therefore, it is not likely that drilling will cause intermixing of the two aquifers in this area. Further, to further minimize any risk of groundwater intermixing, drill holes will be cased during drilling, open for a short time and abandoned (closed) immediately after completion by backfilling with a bentonite slurry and cement grout from the bottom of the hole to the surface. Therefore, there should be no effects to groundwater.

Project design features for the protection of water resources have been included in Appendix A and approval of the Plan of Operations will be conditioned upon acceptance of these design features. All drill holes will be cased, blowout prevention equipment will be in use, bore holes will be abandoned immediately upon completion, and spill kits will be on site. These preventative measures are an extra precaution to ensure that in the unlikely case that artesian groundwater flow is encountered, there will be minimal potential impacts to groundwater, soil, or surface water resources

3. Congressionally designated areas such as wilderness, wilderness study areas, or national recreation areas.

This project is not located in or adjacent to wilderness, wilderness study areas, or national recreation areas, and thus there is no impact.

The project is not located within a congressionally designated or an eligible Wild & Scenic River corridor. The nearest drilling will be 0.5 miles from an eligible Wild and Scenic River corridor for Hot Creek. The hydrogeology study (concluded that “limited drilling campaign that KORE has planned will not result in any impacts to regional spring flow or groundwater or surface water quality.” (Bartlett 2021, p. 9)

4. Inventoried Roadless Areas or potential wilderness areas

This project is not located in an Inventoried Roadless Area and thus there is no impact.

5. Research Natural Areas

This project is not located in a Research Natural Area and thus there is no impact

6. American Indians and Alaska Native religious or cultural sites



As provided in the protocols established with each Tribe, the Forest Service has consulted with interested Tribes. Government to Government Consultation was initiated with physical consultation letters sent on March 24, 2021, and e-mails on March 25, 2021, to the following tribes: Big Pine Paiute Tribe of Owens Valley, Bishop Paiute Tribe, Mono Lake Kutzadikaa and Utu Utu Gwaitu Paiute Tribe of the Benton Paiute Reservation

On April 14, 2021, the Bridgeport Indian Colony, Utu Utu Gwaitu Paiute Tribe and Mono Lake Kutzadikaa Tribe requested consultation on the Long Valley Exploration Drilling project. The Mono Lake Kutzadikaa and the Bridgeport Indian Colony attended a tribal consultation teleconference on April 26, 2021. The Bishop Paiute Tribe requested a tribal field trip which was conducted on June 10, 2021. The project was again discussed at an inter-tribal meeting on August 19th.

Through this consultation, tribal representatives expressed concerns over effects to deer, hunting, water resources, and other resources. Their concerns were addressed in the analysis and by adding design features and tribal monitors will invited to monitor implementation by the company during project activities.

7. Archaeological sites, or historic properties or areas –

The area of potential affect was surveyed for archaeological resources. No archeological sites or sites eligible for National Historic Register listing will be adversely affected by this proposal because it was designed to avoid any known sites. The area of disturbance for one drill pad will be fully staked and flagged prior to implementation with the assistance of an archaeological monitor to ensure no unanticipated impact to an archaeological site. All ground disturbance will be confined to the flagged/staked area. Consultation for the above undertaking has been satisfied pursuant to the 2013 Programmatic Agreement for compliance with Section 106 of the NHPA on the National Forests of the Pacific Southwest Region (RPA 2013, amended 2018). The project will be implemented in compliance with Section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800) based upon recommendations contained in the final cultural resource inventory report (Enviromine 2021: Forest Report R2021050402509). If unanticipated cultural resources are discovered during the course of project implementation, all activity at the project site would cease, the discovery site would be protected and the responsible Inyo National Forest Responsible official and Heritage Program Manager would be immediately notified. Therefore, no extraordinary circumstances exist for this resource condition.

Other Resources

Although the following resources are not called out specifically as those that should be considered for extraordinary circumstances, we analyzed them to show compliance with the land management plan, and to address issues brought up in public comments.

- Riparian Conservation Areas – A small segment of a Riparian Conservation Area exists within the southeast section of the project boundary. No disturbance of Riparian Conservation Areas will occur, and the nearest project disturbance is approximately 500 feet from the mapped area. Erosion control devices will also be used on the perimeters of all pads to prevent erosion and sedimentation. The project shall be conditioned to prevent impact to the riparian habitat as indicated in Appendix A



- Conservation Watershed – The project is not located within a Conservation Watershed, thus there will be no impact.
- Sustainable Recreation Management Area – The project area is within a general recreation area with mixed/moderate use and has a management objective of a natural, roaded recreation area. No impacts to recreation opportunities will occur because no public lands other than the operational pads and temporary roads, will be restricted to access by the project. No designated recreational trails are in the near vicinity of the project.
- Scenery – The project will occur in an area that has a low scenic integrity objective but may be visible from areas with a higher objective. This project is temporary and the equipment to be used does not present a large or permanent profile on the viewshed. Project equipment has a maximum height of 32 feet. Equipment location will not be static and is expected to be moved to new location every 7 to 10 days. Project design features will use the guidance provided in the Mono County General Plan – Chapter 23 Dark Skies for operational lighting. Light fixtures used for the project shall be shielded to direct light downward to the working areas and will not be low-pressure sodium or mercury vapor lamps. Headlight use by vehicles will be limited to low beam settings within the project boundary. No permanent structures will be installed. Tourism and land use in the area are not expected to be impacted.

PUBLIC INVOLVEMENT

This action was originally listed as a proposal on the Inyo National Forest Schedule of Proposed Actions (SOPA) and updated periodically during the analysis. The project was first published in the SOPA on January 1, 2021. Public scoping was opened on April 8, 2021 and closed on May 13, 2021, which included a one-week extension of the original scoping period. Scoping letters were mailed to one address and electronic delivery was made to another 37 project subscribers through GovDelivery. Comments were collected online in the Comment Analysis and Response Application as well as through hardcopy, and email. In response to public requests, the Responsible Official decided to extend the scoping period by one week, and notified the public with a news release and email to the original email list.

The comments received expressed concerns on a number of subjects that included potential impacts to tourism, wildlife, cultural resources, water quality and recreation which was primarily about the fishery on Hot Creek. Comments also addressed geothermal and seismic activity, air quality, noise and light pollution. Technical studies completed in response to comments include KORE Long Valley Exploration Sage-Grouse Lek Baseline Noise Monitoring and Drilling Noise Analysis; and Hydrogeologic Evaluation. Additional project design features and/or mitigations measures were also added to the plan of operation. These include:

- Sound barriers for equipment to reduce noise that might affect sage grouse.
- Shielded and directed lighting to limit potential light pollution.
- Air quality permits, if required, to be obtained through the Great Basin Air Quality Management District
- Operator is responsible for immediate repairs of any, and all damages to roads, structures, and improvements, which result from the operations.
- Noxious weeds will be controlled.



Most of the public comments associated this exploration drilling project with the development of a long-term open pit mine and processing facility, which has not been proposed. The purpose of a mineral exploration project is to assess the potential for mineral concentration at a volume that would be economically feasible to produce and does not automatically lead to an actual mine. An application has not been submitted or proposed for a mineral extraction project and if that were to occur, that application would be processed as a separate project.

FINDINGS REQUIRED BY OTHER LAWS AND REGULATIONS

The management of the mineral resource is guided according to Federal law and regulation rather than the management discretion of the Forest Service. The Forest Service manages the surface of National Forest System land under 1897 Organic Act, the Multiple Use Mining Act of 1955, the Mining Law of 1872 Act Surface Use Regulations (Title 36, Code of Federal Regulations). Part 228 of the CFR requires an operator to submit a Plan of Operations (POO) for significant surface disturbance to minimize adverse environmental impacts of mining. This project is consistent with these mining laws and surface use regulations.

This decision is consistent with the Inyo National Forest Land Management Plan. The project is consistent with all applicable plan components, as recorded land management plan review spreadsheet in the project record. Beyond the desired condition listed in the background section, this project does not foreclose the opportunity to maintain or achieve any goals, desired conditions, or objectives, over the long term, and moves the plan area toward those components listed below. The Plan of Operations and design features listed in Appendix A were developed using the following components specifically, though all components were reviewed and used to develop the project design, when applicable. GEO-FW-STD 02, GEO-FW-STD 03, GEO-FW-STD 04, SPEC-SG-STD 06, SPEC-SG-STD 07, SPEC-SG-STD 09, CULT-FW-STD 01, INV-FWF-STD 02, MA-GRA-DC 07, SCEN-FW-GDL 01, INV-FW-GDL01.

ADMINISTRATIVE REVIEW (APPEAL) OPPORTUNITIES

This decision is not subject to administrative review, appeal, or objection

IMPLEMENTATION DATE

This Project may be implemented on the ground upon: USFS approval of a reclamation bond; USFS signature approval of the Project PoO; and once the operator has obtained any other necessary state and federal requirements and permits. Project implementation is anticipated to begin in the fall of 2021.

CONTACT

For additional information concerning this decision, contact: Leeann Murphy, Acting District Ranger, Mammoth Ranger District, email: leeann.murphy@usda.gov, or via phone at (760) 924-5556.

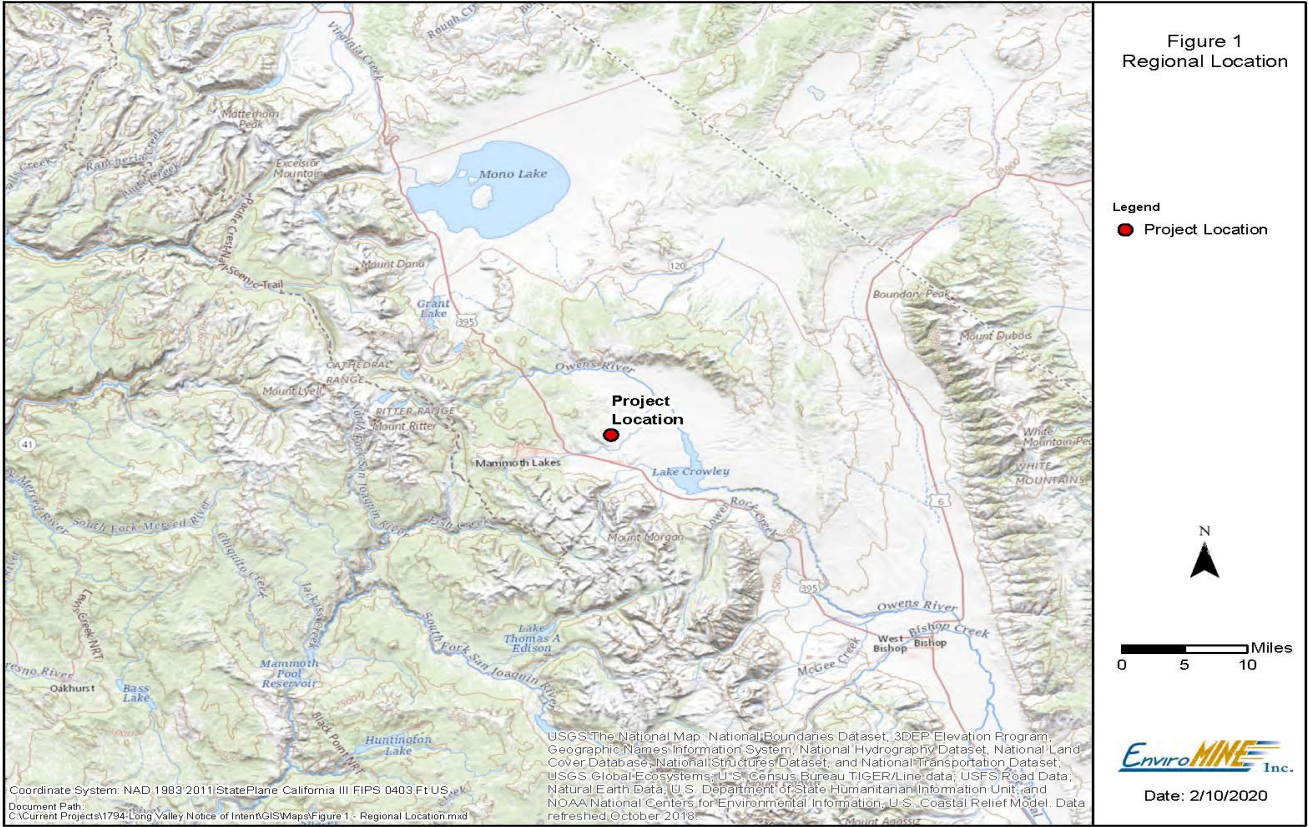

LEEANN MURPHY

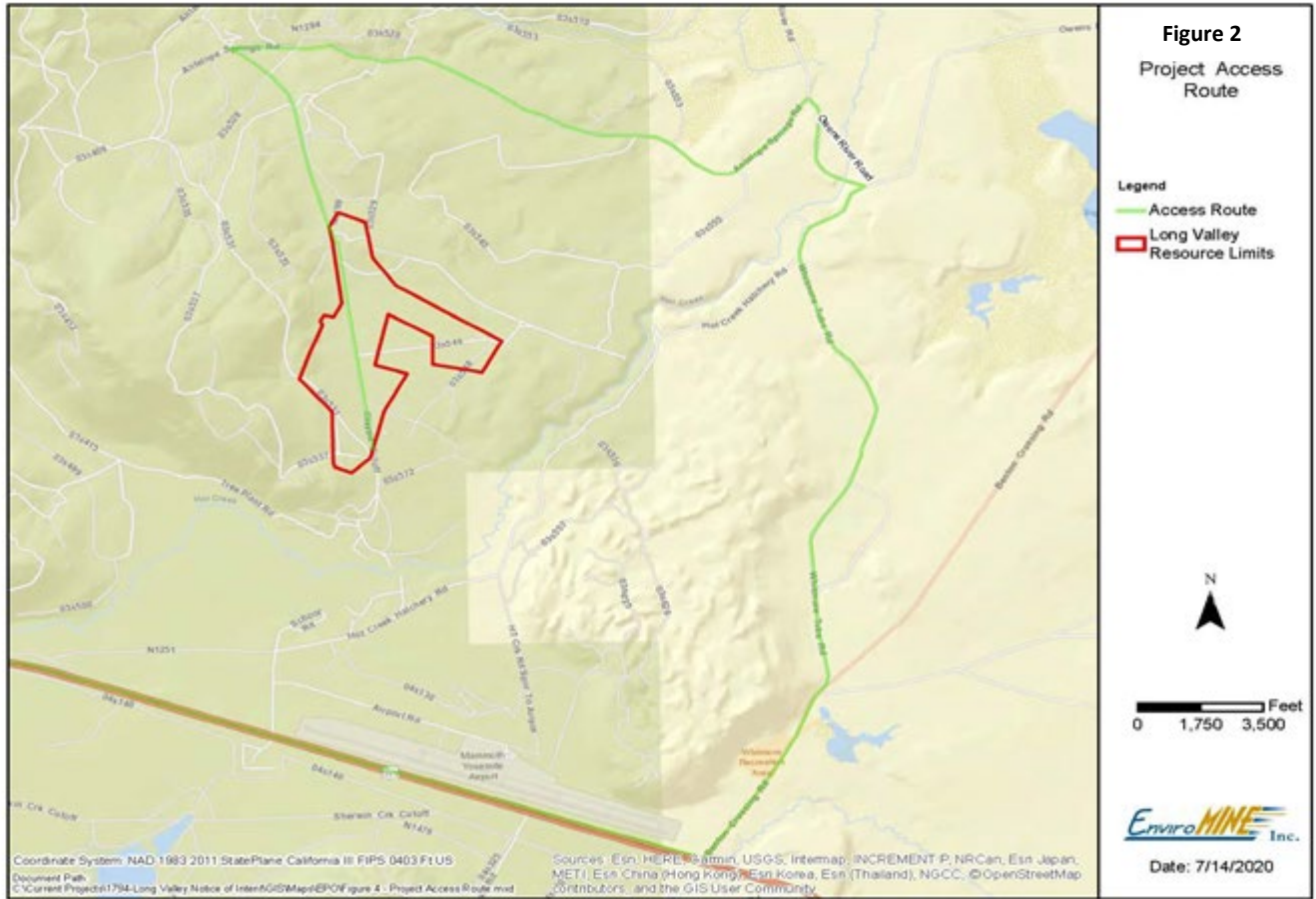
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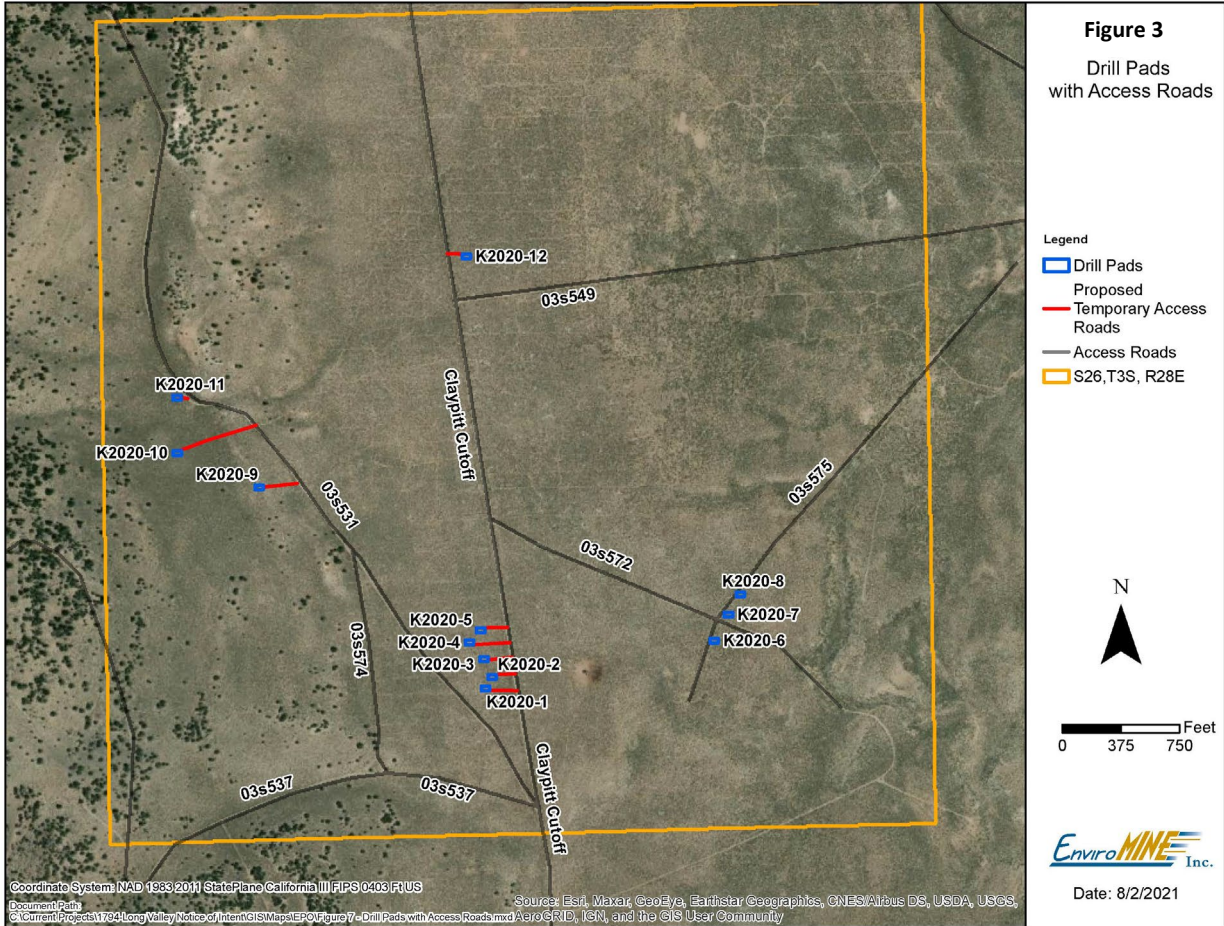
Acting Mammoth District Ranger



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References

Bartlett, Doug. 2021. Hydrologic Evaluation, Kore Long Valley Project. Technical Memorandum. June 1, 2021.

ELMT Consulting, Inc. 2021. Long Valley Exploration Drilling Project Biological Impact Analysis. August 2021.

Enviromine. 2021. Cultural Resources Report for the Long Valley Exploration Drilling Project. August 2021.

Saxelby Acoustics, LLC. 2021. Kore Long Valley Exploration Sage-Grouse Lek Baseline Noise Monitoring and Drilling Noise Analysis. Mono County, California. June 2021.

WRA, Inc. 2021. Long Valley Sensitive Species Habitat Verification Report. Mono County, California. Revised March 2021.



APPENDIX A: PROJECT DESIGN FEATURES

In addition to Forest Plan standards and guidelines designed to mitigate impacts, the following measures have been prescribed. These design features have been incorporated by the Forest Service to reduce or prevent undesirable effects resulting from proposed project activities. These are summarized here, by resource, and also included in the Plan of Operations. Approval of the Plan of Operations will be subject to the acceptance of these project design features.

Engineering:

Consult with Engineering Staff as needed. All temporary access roads used by the project should be maintained and treated for storm damage risk reduction or prepared for long term closure when the project is complete. Operator is responsible for immediate repairs of any, and all damages to roads, structures, and improvements, which result from their operations, at their expense.

Cultural Resources:

Project activities shall not negatively impact historic structures or artifacts located within the project boundary. Do not disturb or remove any historic artifacts, i.e., items over 45 years of age from the project location, this includes cans, glass bottles, milled lumber etc. Do not disturb any ground outside of the proposed project boundary; ground disturbing activities will occur only within the identified access roads and the drill pads outlined in the attached project map unless otherwise approved by the Forest Service Cultural Specialist.

Wildlife:

Greater sage grouse: Greater sage grouse timing restriction - No disturbance activity in the project area from March 1st through June 30th unless prior written approval from the Forest Wildlife Biologist is obtained.

Greater sage grouse: Bird anti-perching devices shall be installed on the top wire of all fencing and fence posts installed by the project.

Greater sage grouse: Greater sage grouse timing restriction - No disturbance activity in the project area from March 1st through June 30th unless prior written approval from the Forest Wildlife Biologist is obtained.

Greater sage grouse: Bird perching deterrent devices shall be installed on the top wire of all fencing and fence posts installed by the project.

All Wildlife: Minimize the creation of new rights-of-way where feasible and less impactful by using existing public or private utility rights-of-way to reduce impacts on other resources.

All wildlife: After soil disturbance or seeding, subsequent soil-disturbing management activities shall not occur until desired habitat conditions have been met within sage habitat unless a resource team determines that disturbance will help achieve desired conditions.

All wildlife: Acoustic screening devices shall be placed between the equipment noise sources and the surrounding vegetation during the project.

All wildlife: Project vehicles will observe a 15 mile per hour speed limit on all roads south of Antelope Springs Road to reduce potential collisions with wildlife.



All wildlife: During all project site activities, construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturer standards.

All wildlife: The contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the project site.

All wildlife: Equipment shall be shut off and not left to idle when not in use unless required to do so for safety reasons.

All wildlife: The contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise/vibration sources and sensitive receptors nearest the project site during all project construction.

All wildlife: The project proponent shall mandate that the construction contractor prohibit the use of music or sound amplification on the project site during construction.

All wildlife: A Worker Environmental Awareness Program (WEAP) shall be conducted prior to the start of project implementation, focusing on the avoidance and minimization of impacts to native habitats and protection of species of conservation concern.

All wildlife: All lighting used on the project site shall follow the guidance provided in the Mono County General Plan, Chapter 23 – Dark Sky Regulations to direct light downward onto the work area.

Water Resources

All erosion control devices, such as silt fences, certified weed free straw fiber rolls, and biodegradable erosion cloth, should be maintained during all project activities to maintain sediment on site and minimize delivery of sediment to streams. All erosion control devices made of natural materials should be allowed to deteriorate in place.

During reclamation, excavation areas will be reshaped to provide natural drainage patterns and prohibit pooling of surface water.

Riparian areas designated by the Forest Service will not be disturbed.

Weeds:

All earth disturbing equipment will need to be inspected by Forest Service Personal to make sure it has been weed washed prior to entering NFS lands.

Invasive plants noted on the project disturbance will be removed manually, placed in a plastic bag and removed from Forest Service lands. These bags shall be disposed at a licensed land fill.

Information on identification and control of invasive plant species can be found on the websites maintained by the California Invasive Plant Council (CIPC) at: <http://www.cal-ipc.org> and the North American Invasive Species Management Association (NAISMA) at: <http://www.naisma.org>

Soil and Hydrology:

Project activities will not occur outside identified project area boundaries and access routes unless otherwise approved by the Forest Service.



Destruction of all drill holes shall be completed in accordance with the California Department of Water Resources’ Bulletin 74-81, Water Well Standards (December 1981) and Bulletin 74-90, California Well Standards (June 1991) as required by Mono County permit.

Drill muds created by the project shall be removed from Forest Service lands and transferred to an appropriately licensed disposal facility.

All ground disturbance associated with grading and drilling by the project activities will be restricted to within the identified project boundary. See site map.

Reclamation will begin immediately after exploration activities are completed and will be completed before onset of winter.

The first six inches of soil, if found to be relatively undisturbed and having higher organic content than subsoil horizons, on each drill pad will be removed, stockpiled, and incorporated into the reclaimed surface.

All existing ground cover (grass, shrubs etc.) that will be disturbed during grading will be stockpiled and used as ground cover during reclamation.

Reclamation will include installing drainage features (drivable drain dips on the temporary access roads at intervals approved by the Forest Service, and sub-soiling or scarification of other disturbed areas associated with project implementation.

Disturbed areas will be seeded with a Forest Service approved certified noxious weed free native seed mixture at a rate of 16.5 lbs/acre (see Table A-1 for the approved seed mixture).

All earth disturbing or sample processing equipment will be inspected for seeds, plants, plant fragments, or soil and cleaned as necessary prior to project start-up and prior to transporting equipment to project site.

Operators will be required to comply with all state and federal fuel management regulations and have spill containment and cleanup kits appropriate for the quantity of fuel on site.

Transport of fuel will use a D.O.T approved tank.

Reclamation work will be inspected during implementation by the Forest Service Minerals Administrator who will maintain appropriate activity diary entries.

All specified and approved products will be documented by the inspector through collection of receipts and tags prior to use. The following table provides the Forest Service approved seed mixture to be used for reclamation of the site at a rate as indicated in Table A-1.

Table A-1. Long Valley Explorations Seed Mix

Species	Pure Live Seed* (pounds per acre)
Big sagebrush (<i>Artemisia tridentata</i>)	0.5
Antelope bitterbrush (<i>Purshia tridentata</i>)	4
Desert peach (<i>Prunus andersonii</i>)	2
Indian ricegrass (<i>Achnatherum hymenoides</i>)	2
Western needlegrass (<i>Achnatherum occidentale</i>)	2
Squirreltail (<i>Elymus elytoides</i>)	3



Species	Pure Live Seed* (pounds per acre)
Spurred lupine (<i>Lupinus argenteus</i> var. <i>heteranthus</i>)	2
Chicalote, prickly poppy (<i>Argemone munita</i>)	1
Total:	16.5

*Pure Live Seed. Seed must be noxious weed free for all western states. Weed content not to exceed 0.03%



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 12, 2021

Departments: Public Health

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Louis Molina, Environmental Health
Director

SUBJECT Local Enforcement Agency (LEA)
Independent Hearing Officer

AGENDA DESCRIPTION:

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

Proposed Resolution would replace the current LEA Independent Hearing Panel with an Independent Hearing Officer.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

There is no fiscal impact to the General Fund. In the case that an Independent Hearing Officer is needed, a contract for the Hearing Officer will be in place with an independent contractor to fill this need. Costs would come out of the Environmental Health budget for that fiscal year.

CONTACT NAME: Louis Molina

PHONE/EMAIL: 760-924-1845 / lmolina@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
CAEHA Contract

History

Time	Who	Approval
10/7/2021 11:24 AM	County Counsel	Yes

9/30/2021 12:11 PM

Finance

Yes

10/7/2021 5:19 PM

County Administrative Office

Yes



MONO COUNTY HEALTH DEPARTMENT

Environmental Health

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

October 12, 2021

To: Honorable Board of Supervisors

From: Louis Molina, Environmental Health Director

Subject: Local Enforcement Agency (LEA) Independent Hearing Officer

Recommended Action: Approve Resolution for the replacement of our current Independent Hearing Panel with an Independent Hearing Officer.

Discussion: Mono County Environmental Health, acting as the Mono County Local Enforcement Agency (LEA), is required by Title 14 of the California Code of Regulations, Sections 18060 and 18081(e) (2), and by Sections 44308 through 44310 of the Public Resources Code, to have in place an Independent Hearing Panel (IHP) or Officer that can convene to hear and resolve disputes regarding enforcement actions by, and/or permitting requirements of, the LEA imposed on operators of solid waste facilities in Mono County. The IHP was originally formed in 1992 to meet the afore-mentioned state code requirements. To date the panel has never been requested to convene, but the LEA is required to contact and confirm members of the IHP every four years. The LEA proposes to utilize an Independent Hearing Officer, rather than an IHP, in the event that a request for a hearing is received. The Department of Resources, Recycling and Recovery (CalRecycle) recommends the use of an Independent Hearing Officer due to the time limits for appeals and hearings that are specified in regulation. Switching to an Independent Hearing Officer would result in a less costly, more efficient hearing and will relieve the LEA of the time-consuming process of confirming Hearing Panel Members every four years.

Fiscal Impact: No General Fund impact. The cost for an Independent Hearing Officer will only occur in the event that there is an appeal of an LEA action which is subject to a hearing. The cost, which is an hourly rate specified in a proposed CAEHA contract to provide such services, would come out of the Mono County Health Department approved budget.

For questions regarding this item, please call Louis Molina at 924-1845.

Submitted by: _____
Louis Molina, Environmental Health Director Date

Reviewed by: _____
Bryan Wheeler, Public Health Director Date



R21-__

**RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
ELIMINATING THE SOLID WASTE INDEPENDENT HEARING PANEL,
APPROVING PROCEDURES AND QUALIFICATIONS FOR APPOINTMENT OF A
HEARING OFFICER AND APPOINTING A HEARING OFFICER FOR LOCAL
ENFORCEMENT AGENCY HEARINGS ON PETITIONS PURSUANT TO
CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 44307, 44308, AND 44310**

WHEREAS, California Public Resources Code (PRC) Section 44308 sets forth procedures for designation of a hearing officer to hear petitions or appeals related to the operation of solid waste facilities and/or the suspension or revocation of a solid waste facilities permit by the Local Enforcement Agency (LEA), and PRC Section 44310 sets forth the procedures for requesting and conducting such hearings; and

WHEREAS, on March 17, 1992, the County Board of Supervisors adopted Resolution R92-33 designating the County of Mono, Public Health Department as the LEA) and certified by CalRecycle pursuant to PRC 43200, et. seq. and Title 14 California Code of Regulations (CCR) 18051 for the permitting, inspection, and enforcement of solid waste handling and disposal sites; and

WHEREAS, PRC 44308 authorizes the County Board of Supervisors to appoint a hearing officer to hear appeals received by the LEA pursuant to PRC 44307 if it also adopts procedures for making the appointment and adopts qualifications that the hearing officer is required to meet; and

1 WHEREAS, on March 17, 1992, Mono County Board of Supervisors adopted Resolution
2 92-34 which established an Independent Hearing Panel for hearing appeals received by the LEA
3 pursuant to PRC 44307; and
4

5 WHEREAS, the County Board of Supervisors has prepared procedures for appointment
6 of a hearing officer and qualifications for a hearing officer pursuant to PRC 44308(d) and
7 therefore wishes to supersede and replace Resolution R92-34 as set forth herein;
8

9
10 NOW THEREFORE BE IT RESOLVED that the attached procedures for the
11 appointment of a hearing officer and qualification requirements pursuant to PRC 44308(d)
12 (Exhibits A and B) are hereby adopted.
13

14 BE IT FURTHER RESOLVED, that California Association of Environmental Health
15 Administrators (CAEHA) is hereby appointed to provide a hearing officer as specified in the
16 attached contract that meets the qualifications pursuant to PRC 44308(d).
17

18
19 BE IT FURTHER RESOLVED, that CAEHA is hereby appointed to provide an alternate
20 hearing officer as specified in the attached contract that meets the qualifications pursuant to PRC
21 44308(d).
22

23 BE IT FURTHER RESOLVED, that this resolution supersedes and replaces Resolution
24 R92-34 which established an Independent Hearing Panel for hearing appeals received by the
25 LEA pursuant to PRC 44307.
26

27
28 **PASSED, APPROVED** and **ADOPTED** this 12th day of October, 2021, by the
29 following vote, to wit:
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AYES:
NOES:
ABSENT:
ABSTAIN:

Jennifer Kreitz, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

1 EXHIBIT A

2 PROCEDURES FOR APPOINTMENT AND QUALIFICATION REQUIREMENTS OF
3 HEARING OFFICERS PROVIDED BY CALIFORNIA ASSOCIATION OF
4 ENVIRONMENTAL HEALTH ADMINISTRATORS (CAEHA) FOR HEARINGS ON
5 PETITIONS RELATED TO SOLID WASTE LOCAL ENFORCEMENT AGENCY
6 PROCEEDINGS

7 1. The Hearing Officer provided to the local enforcement agency by CAEHA shall
8 be pursuant to the provisions of the California Public Resources Code (PRC) concerning
9 activities of the Mono County Local Enforcement Agency (LEA), including but not
10 limited to those provisions set forth in PRC Sections 44308 et seq.

11 2. The Mono County Environmental Health Director shall determine if a proposed
12 hearing officer provided by CAEHA is consistent with the requirements set forth below.

13 3. A Hearing Officer approved by the Mono County Environmental Health Director
14 shall conduct all proceedings in accordance with the applicable provisions set forth in the
15 Public Resources Code as described in EXHIBIT B.

16 4. For consideration as a hearing officer in the above-described role, a person shall
17 be a currently Registered Environmental Health Specialist (REHS) with experience in the
18 LEA program. Currently employed REHS, if utilized, shall not be currently employed by
19 Mono County.

20 5. For consideration as a hearing officer, a person shall demonstrate experience and
21 familiarity with the current law in the state of California concerning solid waste issues.

22 6. For consideration as a hearing officer, a person shall demonstrate to the
23 satisfaction of the Environmental Health Director that the person possesses a judicial
24 demeanor consistent with the impartial conduct of any proceedings.

25 7. CAEHA shall consider and take action on the recommendation received from the
26 Environmental Health Director regarding a proposed hearing officer. Any such
27 appointment shall be effective until completion of the proceedings and a finding is issued
28 unless terminated earlier by either party with 30-day notice.

29 8. Additional hearing officers may be appointed who may serve on a rotational
30 basis.
31
32

1 EXHIBIT B

2 PROCEDURES FOR ADJUDICATORY HEARINGS

3
4 Section 1. Application

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6
7 (a) These hearing procedures shall govern all hearings and appeals which the Hearing
8 Officer is authorized or required to conduct pursuant to the California Public Resources
9 Code (PRC). To the extent that the procedures set forth in this Article conflict with the
10 PRC, the PRC shall control.
11

12
13 (b) Without limiting the generality of subsection (a), hearings conducted before the
14 Hearing Officer shall be in accordance with PRC Section 44310.
15

16 Section 2. Scope of Formal Review

17
18
19 The Hearing Officer shall hear and review an appeal of the LEA's administrative
20 determination or a petition alleging the LEA's failure to act in accordance with the laws
21 or regulations specified in PRC Section 44307, taking into account:
22

23
24 (a) All of the material on which LEA staff based its determination or its decision to
25 not act, including state law and all other applicable laws;
26

27 (b) The reasons given by the appellant or the petitioner for requesting Hearing Officer
28 review;
29

30
31 (c) Any additional relevant documentary and, testamentary material submitted by the
32 appellant or the petitioner; and

1
2 (d) Any further information which the Hearing Officer in its discretion obtains by
3 request or investigation at the proceedings in order to insure a fair, full and impartial
4 review of the claim.
5

6
7 Section 3. Conduct of the Hearing
8

9 Hearings shall not be conducted according to technical rules of evidence, however:
10

11
12 (a) Oral evidence shall be taken only on oath or affirmation;
13

14 (b) Admissibility of evidence. Any relevant evidence shall be admitted if it is the sort
15 of evidence on which responsible persons are accustomed to rely upon in the conduct of
16 serious affairs, regardless of the existence of any common law or statutory rule which
17 might make improper the admission of such evidence over objection in civil actions in
18 courts of competent jurisdiction in this state;
19

20
21 (c) Exclusion of evidence. The Hearing Officer has discretion to exclude evidence if
22 its probative value is substantially outweighed by the probability that its admission will
23 necessitate undue consumption of time;
24

25
26 (d) Hearsay evidence may be used for the purpose of supplementing or explaining
27 other evidence but over timely objection shall not be sufficient in itself to support a
28 finding unless it would be admissible over objection in civil actions. An objection is
29 timely if made before submission of the case or on reconsideration;
30

31
32 (e) The rules of privilege shall be effective to the extent that they are otherwise

1 required by statute to be recognized at the hearing;

2
3 (f) All evidence must be part of the record and the Hearing Officer shall not conduct
4 independent investigations or engage in off-the record conversations with witnesses or
5 parties regarding the matter under consideration by the Hearing Officer;
6

7
8 (g) In reaching a decision official notice may be taken, either before or after
9 submission of the case for decision, of any generally accepted technical or scientific
10 matter related to solid waste, and of any fact which may be judicially noticed by the
11 courts of this State. Parties present at the hearing shall be informed of the matters to be
12 noticed, and those matters shall be noted in the record, referred to therein, or appended
13 thereto. Any such party shall be given a reasonable opportunity on request to refute the
14 officially noticed matters by evidence or by written or oral presentation of authority, the
15 matter of such refutation to be determined by the Hearing Officer,
16
17

18
19 **Section 4. Rights of Parties**
20

21 Each party shall have the right:
22

23
24 (a) To call and examine witnesses on any matter relevant to the issues of the hearing;
25

26 (b) To introduce documentary and physical evidence;
27

28
29 (c) To cross-examine opposing witnesses on any matter relevant to the issues of the
30 hearing even though that matter was not covered in the direct examination. If an appellant
31 does not testify on his or her behalf, he or she may be called and examined as if under
32 cross-examination;

1
2 (d) To impeach any witness regardless of which party first called the witness to
3 testify;

4
5
6 (e) To introduce rebuttal evidence;

7
8 (f) To be represented by any person who is lawfully permitted to so represent.
9

10
11 Section 5. Subpoenas

12
13 (a) The provisions of Article 11 of Chapter 4.5 of the California Government Code,
14 Section 11450.05 et seq., entitled "Subpoenas," shall apply to the conduct of hearings
15 held by the Hearing Officer;

16
17
18 (b) Without limiting the generality of subsection a, above, reference is made to the
19 provisions of Government Code Section 11450.20 (a) which states: "Subpoenas and
20 subpoenas duces tecum shall be issued by the agency [LEA] or the presiding officer at
21 the request of a party or by the attorney of record for a party, in accordance with the
22 Sections 1985 to 1985.4, inclusive of the Code of Civil Procedure;"

23
24
25 (c) The Hearing Officer shall be considered the presiding officer for purposes of
26 enforcing the provisions of Government Code Section 11450.05 et seq.

27
28
29 (d) The provisions of Government Code Section 11450.05 et seq. in their current
30 form are set forth in Appendix A.

31
32 Section 6. Findings and Order

1
2 (a) Within five (5) days following the conclusion of the hearing, the Hearing Officer
3 shall make written findings of fact, based upon the evidence received at the hearing to
4 support its decision and shall issue an order affirming, modifying, or overruling the
5 determination or order of the LEA under appeal or the subject of the petition;
6

7
8 (b) The decision of the Hearing Officer shall be final and conclusive pursuant to PRC
9 Section 45017. An appeal may be filed with CalRecycle pursuant to PRC Section 45030
10 then to the Superior Court pursuant to PRC Section 45040;
11

12
13 (c) The Hearing Officer shall be charged with the responsibility of providing a copy of
14 the Hearing Officer's decision to the parties. The Hearing Officer shall provide a copy of
15 the decision to the appellant or the petitioner by United States mail or by personal service
16 at the address listed on the appeal or the petition.
17

18
19 **Section 7. Record**

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21 A record of the entire proceedings before the Hearing Officer shall be made by tape
22 recording or by any other means of permanent recording determined to be appropriate by
23 the Hearing Officer. A copy of the tape or transcript of the proceedings shall be available
24 to all parties upon request and upon prepayment of the fee prescribed by the Board of
25 Supervisors.
26

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29 **Section 8. Continuances**

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31 To the extent permitted under the PRC, the Hearing Officer may grant continuances for
32 good cause shown. All time limits specified herein may be extended upon a showing of

1 good cause.

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3 **Section 9. Oaths**

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6 The Hearing Officer has the power to administer oaths and affirmations.

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**AGREEMENT BETWEEN COUNTY OF MONO
AND CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS
FOR THE PROVISION OF SOLID WASTE INDEPENDENT HEARING OFFICER SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the solid waste independent hearing officer services of California Association of Environmental Health Administrators (CAEHA), of Cameron Park, California (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 Environmental Health, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

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

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

2. TERM

The term of this Agreement shall be from September 1, 2021, to August 31, 2026, 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 \$50,000.00 in any twelve-month period, plus (for public works) 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. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

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

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

Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

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

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

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

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

10. STATUS OF CONTRACTOR

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

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

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

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

11. DEFENSE AND INDEMNIFICATION

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

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

12. RECORDS AND AUDIT

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

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

13. NONDISCRIMINATION

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

14. TERMINATION

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

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

15. ASSIGNMENT

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

16. DEFAULT

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

17. WAIVER OF DEFAULT

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

18. CONFIDENTIALITY

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

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

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

21. SEVERABILITY

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

22. FUNDING LIMITATION

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

23. AMENDMENT

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

24. NOTICE

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

County of Mono:
Health Department
Attn: Louis Molina, Environmental Health Manager
PO Box 3329
Mammoth Lakes, CA 93546
lmolina@mono.ca.gov

Contractor:
California Association of Environmental Health Administrators (CAEHA)
Attn: Sheryl Baldwin, Manager
PO Box 2017

Cameron Park, CA 95682-2017
sheryl@ccdeh.com

25. COUNTERPARTS

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

26. ENTIRE AGREEMENT

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ____ DAY OF _____, _____.

COUNTY OF MONO

CONTRACTOR

By: Robin C. Lewis

By: April M. Fonghetti

Title: County Administrative Officer

Title: CAEHA President

Dated: Sep 22, 2021

Dated: Sep 22, 2021

APPROVED AS TO FORM:

Enuff

County Counsel

APPROVED BY RISK MANAGEMENT:

[Signature]

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS
FOR THE PROVISION OF SOLID WASTE INDEPENDENT HEARING OFFICER SERVICES**

TERM:

FROM: September 1, 2021 TO: August 31, 2026

SCOPE OF WORK:

Services will be provided by a CAEHA contractor(s) to serve as an independent hearing officer for the solid waste program for Mono County as requested by the Environmental Health Manager or designee. Said services shall include, but not be limited to, the following:

EXHIBIT A

**QUALIFICATION REQUIREMENTS OF HEARING OFFICERS PROVIDED BY THE
CONTRACTOR (CAEHA) FOR HEARINGS ON PETITIONS RELATED TO SOLID
WASTE LOCAL ENFORCEMENT AGENCY PROCEEDINGS**

1. The Hearing Officer provided to the local enforcement agency by CAEHA shall be pursuant to the provisions of the California Public Resources Code (PRC) concerning activities of the Mono County Local Enforcement Agency (LEA), including but not limited to those provisions set forth in PRC Sections 44308 et seq.
2. The Mono County Environmental Health Director shall determine if a proposed hearing officer provided by CAEHA is consistent with the requirements set forth below.
3. A Hearing Officer approved by the Mono County Environmental Health Director shall conduct all proceedings in accordance with the applicable provisions set forth in the Public Resources Code as described in EXHIBIT B.
4. For consideration as a hearing officer in the above described role, a person shall be a currently Registered Environmental Health Specialist (REHS) with experience in the LEA program. Currently employed REHS', if utilized, shall not be currently employed by Mono County.
5. For consideration as a hearing officer, a person shall demonstrate experience and familiarity with the current law in the state of California concerning solid waste issues.
6. For consideration as a hearing officer, a person shall demonstrate to the satisfaction of the Environmental Health Director that the person possesses a judicial demeanor consistent with the impartial conduct of any proceedings.
7. CAEHA shall consider and take action on the recommendation received from the

Environmental Health Director regarding a proposed hearing officer. Any such appointment shall be effective until completion of the proceedings and a finding is issued unless terminated earlier by either party with 30-day notice.

8. Additional hearing officers may be appointed who may serve on a rotational basis.

EXHIBIT B PROCEDURES FOR ADJUDICATORY HEARINGS

Section 1. Application

(a) These hearing procedures shall govern all hearings and appeals which the Hearing Officer is authorized or required to conduct pursuant to the California Public Resources Code (PRC). To the extent that the procedures set forth in this Article conflict with the PRC, the PRC shall control.

(b) Without limiting the generality of subsection (a), hearings conducted before the Hearing Officer shall be in accordance with PRC Section 44310.

Section 2. Scope of Formal Review

The Hearing Officer shall hear and review an appeal of the LEA's administrative determination or a petition alleging the LEA's failure to act in accordance with the laws or regulations specified in PRC Section 44307, taking into account:

(a) All of the material on which LEA staff based its determination or its decision to not act, including state law and all other applicable laws;

(b) The reasons given by the appellant or the petitioner for requesting Hearing Officer review;

(c) Any additional relevant documentary and, testamentary material submitted by the appellant or the petitioner; and

(d) Any further information which the Hearing Officer in its discretion obtains by request or investigation at the proceedings in order to insure a fair, full and impartial review of the claim.

Section 3. Conduct of the Hearing

Hearings shall not be conducted according to technical rules of evidence, however:

(a) Oral evidence shall be taken only on oath or affirmation;

(b) Admissibility of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely upon in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state;

- (c) Exclusion of evidence. The Hearing Officer has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time;
- (d) Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but over timely objection shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. An objection is timely if made before submission of the case or on reconsideration;
- (e) The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing;
- (f) All evidence must be part of the record and the Hearing Officer shall not conduct independent investigations or engage in off-the record conversations with witnesses or parties regarding the matter under consideration by the Hearing Officer;
- (g) In reaching a decision official notice may be taken, either before or after submission of the case for decision, of any generally accepted technical or scientific matter related to solid waste, and of any fact which may be judicially noticed by the courts of this State. Parties present at the hearing shall be informed of the matters to be noticed, and those matters shall be noted in the record, referred to therein, or appended thereto. Any such party shall be given a reasonable opportunity on request to refute the officially noticed matters by evidence or by written or oral presentation of authority, the matter of such refutation to be determined by the Hearing Officer,

Section 4. Rights of Parties

Each party shall have the right:

- (a) To call and examine witnesses on any matter relevant to the issues of the hearing;
- (b) To introduce documentary and physical evidence;
- (c) To cross-examine opposing witnesses on any matter relevant to the issues of the hearing even though that matter was not covered in the direct examination. If an appellant does not testify on his or her behalf, he or she may be called and examined as if under cross-examination;
- (d) To impeach any witness regardless of which party first called the witness to testify;
- (e) To introduce rebuttal evidence;
- (f) To be represented by any person who is lawfully permitted to so represent.

Section 5. Subpoenas

- (a) The provisions of Article 11 of Chapter 4.5 of the California Government Code, Section 11450.05 et seq., entitled "Subpoenas," shall apply to the conduct of hearings

held by the Hearing Officer;

(b) Without limiting the generality of subsection a, above, reference is made to the provisions of Government Code Section 11450.20 (a) which states: "Subpoenas and subpoenas duces tecum shall be issued by the agency [LEA] or the presiding officer at the request of a party or by the attorney of record for a party, in accordance with the Sections 1985 to 1985.4, inclusive of the Code of Civil Procedure;"

(c) The Hearing Officer shall be considered the presiding officer for purposes of enforcing the provisions of Government Code Section 11450.05 et seq.

(d) The provisions of Government Code Section 11450.05 et seq. in their current form are set forth in Appendix A.

Section 6. Findings and Order

(a) Within five (5) days following the conclusion of the hearing, the Hearing Officer shall make written findings of fact, based upon the evidence received at the hearing to support its decision and shall issue an order affirming, modifying, or overruling the determination or order of the LEA under appeal or the subject of the petition;

(b) The decision of the Hearing Officer shall be final and conclusive pursuant to PRC Section 45017. An appeal may be filed with CalRecycle pursuant to PRC Section 45030 then to the Superior Court pursuant to PRC Section 45040;

(c) The Hearing Officer shall be charged with the responsibility of providing a copy of the Hearing Officer's decision to the parties. The Hearing Officer shall provide a copy of the decision to the appellant or the petitioner by United States mail or by personal service at the address listed on the appeal or the petition.

Section 7. Record

A record of the entire proceedings before the Hearing Officer shall be made by tape recording or by any other means of permanent recording determined to be appropriate by the Hearing Officer. A copy of the tape or transcript of the proceedings shall be available to all parties upon request and upon prepayment of the fee prescribed by the Board of Supervisors.

Section 8. Continuances

To the extent permitted under the PRC, the Hearing Officer may grant continuances for good cause shown. All time limits specified herein may be extended upon a showing of good cause.

Section 9. Oaths

The Hearing Officer has the power to administer oaths and affirmations.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH
ADMINISTRATORS
FOR THE PROVISION OF SOLID WASTE INDEPENDENT HEARING OFFICER
SERVICES**

TERM:

FROM: September 1, 2021 TO: August 31, 2026

SCHEDULE OF FEES:

Notwithstanding Paragraph 3.B, Travel and Per Diem, Contractor shall be compensated per the following schedule:

- A. Contractor shall be paid one hundred and six dollars and nine cents (\$106.09) per hour for all time spent performing independent hearing officer services in Mono County. This fee includes associated taxes and a 15% CAEHA overhead charge.
- B. Contractor will use his or her own vehicle and will be reimbursed at the then-current IRS rate for all in-county work related travel.
- C. Contractor will be paid the County's per diem rates for meals while in Mono County providing services. Lodging costs may be reimbursed, up to \$150.00 per night.
- D. A 5% late fee will be added to any invoice unpaid after 90 days of receipt.

See Attachment B1, incorporated herein by this reference (optional).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/22/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kelly Miller Insurance Associates License #0M76470 PO Box 1729 Loomis CA 95650	CONTACT NAME: Brian J. Miller PHONE (A/C, No, Ext): (916) 652-3100 E-MAIL ADDRESS: brian@kmia.com	FAX (A/C, No): (916) 652-3107
	INSURER(S) AFFORDING COVERAGE	
INSURED California Association of Environmental Health Administrators PO Box 2017 Shingle Springs CA 95682	INSURER A: Nautilus Insurance Company	
	INSURER B: State Compensation Insurance Fund	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: All Certholders

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		ECP2007836-18	02/08/2021	02/08/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	9234751-2020	07/11/2020	07/11/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
A	Professional Liability			ECP2007836-18	02/08/2021	02/08/2022	Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Environmental Health Consultant-All Operations

The County of Mono, its agents, officers and employees are named additional insureds with respect to work performed by CAEHA on behalf of the County 10 days notice for non-payment cancellation

CERTIFICATE HOLDER**CANCELLATION**

County of Mono Environmental Health Services PO Box 3329 Mammoth Lakes CA 93546	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 12, 2021

Departments: HR and County Counsel

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Stacey Simon, County Counsel

SUBJECT Employment Agreement - Risk
Manager

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Jacob Sloane as Risk Manager, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Adopt Resolution R21-____, approving a contract with Jacob Sloane as Risk Manager, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The cost for an entire fiscal year is \$123,807 of which \$99,552 is salary and \$24,255 is the cost of benefits, and was included in the approved budget.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 7606483270 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
Exhibit - Employment Agreement

History

Time	Who	Approval
10/6/2021 6:24 PM	County Counsel	Yes
9/30/2021 4:10 PM	Finance	Yes
10/7/2021 5:19 PM	County Administrative Office	Yes

County Counsel
Stacey Simon

Assistant County Counsels
Christian E. Milovich
Anne L. Frievalt

Deputy County Counsel
Emily Fox

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors

From: Stacey Simon

Date: October 12, 2021

Re: Employment Agreement with Jay Sloane as Risk Manager

Recommended Action

Announce fiscal impact and adopt Resolution #R21-____, approving agreement with Jacob Sloane as Risk Manager and prescribing the compensation, appointment and conditions of said employment.

Strategic Plan Focus Area(s) Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Discussion

The County currently employs Jacob (Jay) Sloane as its Risk Manager. Mr. Sloane continues to provide outstanding service to the County and has recently gone above and beyond the call of duty in contributing to (or leading) efforts to update County policies and procedures in light of the COVID pandemic and other unexpected occurrences. He is an asset to the County and to the Office of the County Counsel.

The proposed agreement is based on the County's standard contract for at-will employees, but differs in several significant respects because Mr. Sloane resides outside of the area. Specific deviations from the standard form include:

1. The agreement notes that Mr. Sloane has been given a limited approval to work from a location which is not within the geographic boundaries of Mono County (or within a commuting distance) based on his history of high-quality service to the County, his level of knowledge and expertise in the field of risk management, the lack of a local, qualified candidate for the position (following more than a year of recruitment), the non-supervisory nature of the position and other factors.
2. The agreement provides that the County may determine in its discretion to instead employ a Risk Manager who resides within or near the County. If that occurs,

then either Mr. Sloane must relocate to the area, or the County may terminate his employment with six months' notice. No severance pay would be owed.

3. Finally, the agreement requires Mr. Sloane to travel to Mono County for work-related reasons at the direction of the County Counsel.

The salary and benefits remain unchanged. If you have any questions regarding the contract or this item please call me at 760-924-1704.



RESOLUTION NO. R21-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
EMPLOYMENT AGREEMENT WITH JACOB SLOANE
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF SAID EMPLOYMENT**

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Employment Agreement of Jacob Sloane, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Jacob Sloane. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 12th day of October, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

Jennifer Kreitz, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**EMPLOYMENT AGREEMENT OF JACOB SLOANE
AS RISK MANAGER FOR MONO COUNTY**

This Agreement is entered into by and between Jacob Sloane and the County of Mono (hereinafter “County”).

I. RECITALS

Jacob Sloane (hereinafter “Mr. Sloane”) is currently employed by Mono County as its Risk Manager. The County wishes to continue to employ Mr. Sloane in that capacity in accordance with the terms and conditions set forth in this Agreement. Mr. Sloane wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence October 12, 2021, (“Effective Date”) and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Mr. Sloane shall continue to be employed by Mono County as its Risk Manager, serving at the will and pleasure of the County Counsel. Mr. Sloane accepts such continued employment. The County Counsel shall be deemed the “appointing authority” for all purposes with respect to Mr. Sloane’s employment. The County Counsel and Mr. Sloane will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Sloane’s work. Mr. Sloane’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the County Counsel in accordance with the “Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees” adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Mr. Sloane’s salary shall continue to be Range 12, Step C, as set forth in the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R21-45 adopted on June 15, 2021, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Mr. Sloane understands that he is responsible for paying the employee’s share of any retirement

contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County, and also any employee share of the “normal cost” of his retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).

5. Mr. Sloane shall continue to earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “*Management Benefits Policy*”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service. Mr. Sloane understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost. Consistent with Mr. Sloane’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Sloane may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Sloane’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Sloane’s full participation in applicable professional associations, for his continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the County Counsel. In addition, due to his out-of-County work location (as described in paragraph 11), Mr. Sloane shall travel to Mono County to provide in-person services when directed by the County Counsel. The County Counsel will make every effort to require travel at times that are convenient for and acceptable to Mr. Sloane.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Sloane shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County’s Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Mr. Sloane’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Mr. Sloane understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but

not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Sloane cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Sloane’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the “at will” nature of Mr. Sloane’s employment, the County Counsel may terminate Mr. Sloane’s employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Sloane understands and acknowledges that as an “at will” employee, he will not have permanent status nor will his employment be governed by the Mono County Personnel Rules, except to the extent the Rules are ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Counsel may, in his or her discretion, take during Mr. Sloane’s employment.
10. In the event of a termination without cause under paragraph 9, Mr. Sloane shall receive as severance pay a lump sum equal to six (6) months’ salary. For purposes of severance pay, “salary” refers only to base compensation. Mr. Sloane shall not be entitled to any severance pay in the event that the County Counsel has grounds to discipline him on or about the time he or she gives him the notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Mr. Sloane shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Sloane has been given limited approval to work from a location which is not within the geographic boundaries of Mono County based on his history of high-quality service to the County, his level of knowledge and expertise in Risk Management, the lack of a local, qualified

candidate for the position (following more than a year of recruitment), the non-supervisory nature of the position and other factors. Mr. Sloane understands that in the future the County may determine that it is in the best interests of the County to employ a Risk Manager who resides within the County. In such event, one of the following shall occur: (1) Mr. Sloane shall relocate to Mono County following reasonable notice by County and on a timeline mutually agreed by the parties; or (2) the County shall give Mr. Sloane six (6) months' notice of its intent to terminate this agreement and Mr. Sloane will thereafter continue to be employed until six months have elapsed, except as provided in paragraph 12.

12. Mr. Sloane may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Sloane shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
13. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Sloane
14. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Sloane's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Sloane's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243. Mr. Sloane shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Sloane is convicted of a crime involving abuse of office or position.
15. Mr. Sloane acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Sloane further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement is executed by the parties this 12th day of October, 2021.

EMPLOYEE

THE COUNTY OF MONO

Jacob Sloane

By: Jennifer Kreitz, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 12, 2021

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 12, 2021

TIME REQUIRED

SUBJECT Closed Session - Initiation of
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: two.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
10/7/2021 1:49 PM	County Counsel	Yes
10/7/2021 12:51 PM	Finance	Yes
10/7/2021 5:20 PM	County Administrative Office	Yes