



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

Special Meeting June 7, 2017

TELECONFERENCE LOCATIONS:

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

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

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

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

on items of public interest that are within the subject matter jurisdiction of the Board.
(Speakers may be limited in speaking time dependent upon the press of business)

and number of persons wishing to address the Board.)

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on May 9, 2017.

B. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on May 16, 2017.

3. RECOGNITIONS - NONE

4. BOARD MEMBER REPORTS

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

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

6. DEPARTMENT/COMMISSION REPORTS

7. 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. IHSS Advisory Board Appointment

Departments: Social Services

The Department of Social Services requests the Board of Supervisors appoint Elena Espinosa to the In-Home Supportive Services Advisory Board. If appointed, Ms. Espinosa will serve under the category of a community-based caregiver and advocate for seniors.

Recommended Action: Appoint Elena Espinosa of Coleville, California to the In-Home Supportive Services (IHSS) Advisory Board to serve a three-year term, commencing on June 6, 2017 and expiring on June 5, 2020.

Fiscal Impact: None

B. California Automated Consortium Eligibility System (CaIACES)

Departments: Social Services

Approval of the Joint Exercise of Powers Agreement and the Memorandum of Understanding with the California Automated Consortium Eligibility System (CalACES)

Recommended Action: Approve (1) the Amended and Restated Joint Exercise of Powers Agreement, and (2) the Memorandum of Understanding between the California Automated Consortium Eligibility System and the County of Mono.

Fiscal Impact: None

C. FY 16/17 RSTP Road Funding Agreement

Departments: Public Works - Road

Annual funding through the Regional Surface Transportation Program (RSTP) is a major source of revenue for Mono County's road maintenance programs. This exchange agreement allows the State to forward non-federal highway apportionments directly to the Road Fund and the County maintains total control of how the funds are expended.

Recommended Action: Approve and authorize Chair's signature on the FY16/17 Federal Exchange and State Match Agreement for allocation of Federal Surface Transportation Program Funds through the State's regional Surface Transportation Program. Provide any desired direction to staff.

Fiscal Impact: \$329,725 revenue to Public Works' Road Fund.

D. Groundwater Sustainability Agency Election for Fish Slough Area

Departments: Community Development, County Counsel

Proposed resolution declaring County's intention to serve as the Groundwater Sustainability Agency for those portions of the Fish Slough sub-basin of the Owens Valley Groundwater Basin that are within Mono County in the event such sub-basin is designated a medium, high or very high priority basin.

Recommended Action: Adopt proposed resolution #R17-___, A resolution of the Mono County Board of Supervisors, indicating its intention to serve as the Groundwater Sustainability Agency for those portions of the fish slough sub-basin that are located within Mono County in the event such sub-basin is designated as a medium, high, or very high priority groundwater basin. Provide any desired direction to staff.

Fiscal Impact: None at this time.

E. Letter to the California Highway Patrol Supporting a New Facility in Bridgeport

Departments: Community Development

Consider supporting the Bridgeport Regional Planning Advisory Committee's (RPAC's) recommendation that a new California Highway Patrol facility be located

in Bridgeport.

Recommended Action: Consistent with past Board positions, authorize the Chair to sign letter supporting the new facility. Provide any desired direction to staff.

Fiscal Impact: None at this time.

F. Amendment to the Eastern Sierra Transit Authority (ESTA) Joint Powers Agreement (JPA)

Departments: CAO

Fourth amendment to the ESTA joint powers authority agreement to extend until December 31, 2018, the provision that permits the member entities to fill one of their two ESTA Board positions with a member of the public at large.

Recommended Action: Approve fourth amendment to ESTA JPA

Fiscal Impact: None

G. Public Health Department Staff Allocation

Departments: Public Health

Approve the job description and resolution for the allocation of a Tobacco Control Program Coordinator.

Recommended Action: Adopt proposed resolution #R17-___, A resolution of the Mono County Board of Supervisors, Authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to add Tobacco Control Program Coordinator in the Department of Public Health. Provide any desired direction to staff.

Fiscal Impact: There is no fiscal impact on the County General Fund and no net position impact on the Health Education Fund (131). Funding for the position is exclusively from the Proposition 56 Tobacco Tax of 2016 to the Mono County Health Department via the CDPH Tobacco Control Program.

H. Out of State Travel Request

Departments: Board of Supervisors

As Mono County National Association of Counties representative and member of the NACo Public Lands Steering Committee, Supervisor Corless is requesting authorization of out-of-state- travel to attend the NACo Annual Conference in Ohio. This includes the public lands policy steering committee meeting. More conference information here: <http://www.naco.org/events/nacos-82nd-annual-conference-exposition>.

Recommended Action: Approve out of state travel for Supervisor Corless (the county's NACo representative) to attend the NACo Annual Conference in

Columbus, OH July 21-23

Fiscal Impact: Up to \$1500 for conference registration and travel.

8. CORRESPONDENCE RECEIVED

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. Application for ABC License - Bridgeport MoMart

Departments: Clerk of the Board

Application for Alcoholic Beverage License from the Bridgeport MoMart.

B. Letter re: Camp Azusa

Departments: Clerk of the Board

Letter received from the Department of Water and Power regarding the use of Camp Azusa Campground. The Board of Supervisors was copied on this letter.

C. Letter to Representative Paul Cook Regarding his Visit

Departments: Board of Supervisors

Letter to Representative Paul Cook regarding his Memorial Day visit to Mono County and asking for his continued support on issues that directly affect Mono County. This letter is provided for Board information only. The letter was drafted and sent consistent with the County's Legislative Platform.

9. REGULAR AGENDA - MORNING

A. Termination of the Mono County Narcotic's Enforcement Program

Departments: District Attorney

1 hour

(Tim Kendall) - Explanation as to why the Narcotic Enforcement Program will no longer be utilized.

Recommended Action: None. Information Only.

Fiscal Impact: No Fiscal Impact.

B. Budget Ad Hoc Committee

Departments: CAO, Finance

10 minutes (5 minute presentation; 5 minute discussion)

(Leslie Chapman, Janet Dutcher) - Establishment of Budget Ad Hoc Committee consisting of two Supervisors.

Recommended Action: Establish the Budget Ad Hoc Committee. Appoint two Supervisors to the Committee. Provide any desired direction to staff.

Fiscal Impact: None.

C. Multi-Agency Fire MOU Presentation and Discussion

Departments: CAO; Board of Supervisors

1 hour

(Craig Thomas, Malcolm North, Leland Tarnay) - Presentation by Craig Thomas, Conservation Director of Sierra Forest Legacy, Malcolm North, Research Ecologist for the US Forest Service, and Leland Tarnay, Ph.D., Physical Ecologist for the Forest Service regarding a Fire MOU Partnership. This item is sponsored by Supervisor Corless.

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

Fiscal Impact: None at this time.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

11. CLOSED SESSION

A. Closed Session--Human Resources

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

B. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: One. Facts and circumstances: Request for refund of franchise fees by Liberty Utilities LLC.

THE AFTERNOON SESSION WILL RECONVENE AT 1:30 P.M. AT THE MONO

COUNTY PUBLIC WORKS - ROAD SHOP, LOCATED AT 201 JACK SAWYER RD, BRIDGEPORT, CA.

12. 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.)

13. REGULAR AGENDA - AFTERNOON

A. Bridgeport Shop Biomass Boiler Tour and Ribbon Cutting Ceremony

Departments: Public Works

1:30 P.M. - 1 hour

(Joe Blanchard) - Conduct a ribbon cutting ceremony and tour of the County's new biomass boiler system and honor staff, community members, and funding agencies that made the project possible.

Recommended Action: None (informational only).

Fiscal Impact: None

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on May 9, 2017.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Draft Minutes

History

Time	Who	Approval
6/1/2017 3:52 PM	County Administrative Office	Yes
5/31/2017 5:48 PM	County Counsel	Yes
6/1/2017 8:52 AM	Finance	Yes



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

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

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

**Regular Meeting
May 9, 2017**

Flash Drive	Board Room Recorder
Minute Orders	M17-92 to M17-93
Resolutions	R17-38 to R17-42
Ordinance	ORD17-07 not used

9:04 AM Meeting called to Order by Chair of the Board Corless

*Supervisors Present: Corless, Gardner, Peters, and Stump.
Supervisors Absent: Johnston.*

*Break: 10:02 a.m.
Reconvene: 10:11 a.m.
Closed Session: 11:40 a.m.
Adjourn: 1:55 p.m.*

The Mono County Board of Supervisors stream all of their meetings live on the internet and archives them afterward. To listen to any meetings from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>

Pledge of Allegiance led by Supervisor Peters.

**1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD
Steven Kalish, Swall Meadows:**

- Comments about lease vs. building in South County. Wants to step back and consider what the County wants, what the County needs, how to obtain that. Doesn't see that in the Mall. SCM was purchased out of bankruptcy with the County carrying it for years. They can undercut the costs but that doesn't mean that's the right decision. Office space is different than retail and rents for different prices.

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

- Believes this is the best county staff in the past 25 years and believes their opinions and materials they bring forward is worthy of respect and listening to.

Leslie Chapman:

- Appreciates his information and helping the county get grounded on this subject.

2. APPROVAL OF MINUTES - NONE

3. RECOGNITIONS - NONE

4. BOARD MEMBER REPORTS

Supervisor Corless:

- Had the honor of being a judge for the Mono County Spelling Bee, this Saturday the winners, Belle Dolan Carleton of Mammoth and Kelly Thompson of Bridgeport will be competing in San Joaquin County.
- Last week, was a speaker at the Andrea Lawrence dinner. The recipient this year is Genny Smith. Very inspiring evening.
- Wants to mention to ad in the Sheet and the email communication that was sent to all county employees. She draws the line at a cartoon that depicted county employees as the subject of derision and mockery; it is disrespectful. Concerned about next week's meeting regarding the South County Facilities. Would like to see the best behavior from the dais, and follow the Board rules regarding civility and respect. She read excerpts from an email from a county employee regarding South County Facilities discussion (available in Additional Documents).

Supervisor Gardner:

- On Wednesday May 3rd, I attended the Local Agency Formation Commission meeting with Supervisor Stump. The meeting included consideration of the Commission's 2017-2018 budget, review of the Commission membership, and discussion of the status of selected special district studies. Moe information is available on the County website under the LAFCO item.
- On Wednesday, I also attended the June Lake Advisory Council meeting. We are moving ahead with the process to seek input from the June Lake community on short term rentals. Several public workshops are scheduled for this month and next. I continue to be confident that there will be plenty of opportunities for residents to state their opinions on this issue, and be involved in making recommendations for County policy.
- On Friday, May 5th I attended with CAO Chapman a meeting with SCE to discuss the runoff situation in the Rush Creek watershed area. We will be holding a town hall meeting in June to provide information on this for the community.
- On Friday I also attended a meeting of the First 5 Commission. Among other topics, there was a good discussion of the demand for and planning under way for a child care center in Mammoth.

Supervisor Johnston:

- Absent

Supervisor Peters:

- 3rd Trip over the Mountains to Harris Ranch
- 4th Hospice
- 4th Planning Dept and AV Fire Chief
- 4th AV RPAC - Cannabis Workshop – Focus on Local Area Specific Plan
- 5th Jeremy Marshall and Jeffrey Weise Humbolt Toiyabe District Office
- District Ranger and Wilderness Coordinator

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- Bridgeport Winter Recreation Area
- 6th AVLC Business Meeting
- 6th Visited Virginia Lakes Resort area and observed the road progress
- 6th Beta Sigma Phi Cinco De Mayo Fundraiser Dinner
- 8th LTC
- Winter Debrief, Walk Bike Ride CTC in September
- Upcoming Events
- June 3rd Annual Gun Rights Dinner- Bridgeport Gun Club
- Town Halls June 21st BP Forest Service and Broadband
- July 13th AV Cannabis and Broadband

Supervisor Stump:

- 5-3 : Attended Mono County LAFCO - Supervisor Gardner also attended - Budget discussion
- 5-8 : Attended Mono County LTC - OWP approved with minor budget changes - views video and pictures looking at snow depth in both the Lakes Basin and Hwy 120, there is a lot of it.
- There is a marijuana grow in Benton, not on Tribal land. The grow is in Rural Residential zoning. Rural Residential zoning allows small scale commercial agriculture with a Use Permit assuming that there is not a home on the property. No home exists, no use permit issued. There was a temporary power permit for 6 months. The grow is within 1/4 mile of a school. This is the second year of the grow. Last year the neighbors complained, the SO took a report and the DA's office started a file. No further action was taken. 60 plants were grown last year. This year the intention is to grow 300 plants. The neighbors have complained again. Code Compliance has issued a notice of Violation, based on zoning, and SCE has removed the meter from the temporary power. Last Friday the County was contacted by an Attorney representing the growers who informed the County that the operation was exempt from County regulation because it was part of a Medical Marijuana Cooperative. Apparently there is a law from the 2000s that allows non-profit medical marijuana growing for 5 patients. The growers are going about their business and throwing this in the County's face. The neighbors are asking what good are Codes and what good is writing additional regulations. They have to deal with the smell and now the sound of a noisy generator to run the well. This situation is pointing out to me how woefully unprepared the County is to deal with marijuana. I have emailed at least 8 different County Staff about this. As a result of looking at the amount of staff time that will be required to deal with this situation, the potential need for civil legal action, and an unknown response from the SO and DA I am quickly moving my position from regulate and tax to banning all commercial cannabis operations in the County. This would not affect the Tribes or effect the right of someone over 21 to grow plants for their own use either recreational or medical. This has ceased to be a philosophical discussion and is now having a direct negative impact on residents.

Read an email from Craig Schrage, DDs, into his report:

- After seeing the full color page ad in the sheet, I will supply a quote from David Chambers EdM, MBA, PhD University of Pacific, "The correct technical name is a "front". The strategy is straightforward. Scare the public to prevent rule-makers from imposing unfavorable restrictions". "Actions are always undertaken for the benefit of others. One's own advantage will be held in strictest confidence". You got my vote for the Taj Mahal, Buckingham Palace, or your basic Four Seasons resort. -Craig

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5. COUNTY ADMINISTRATIVE OFFICE

Leslie Chapman:

- Rearrange next weeks' schedule
- June Lake Women's club last week with Jay Sloane. Asked to streamline the procedures for renting community centers.
- Dept head meeting. Lots of good discussion, very productive, good input on the South County facilities item.
- Toured the East Fork 911 emergency center.
- Worked with key staff on issues that need to be resolved. Ended the week on a very positive note.
- EMS chief interviews were yesterday, very promising candidates.

6. DEPARTMENT/COMMISSION REPORTS

Sheriff Braun:

- Remind everyone the deer are moving. There were 4 incidents recently, just a reminder to the public to be on the lookout for them.
- A note on Supervisor Stump's report, that grow is still illegal in California. They will be working with the DA's office on that.

Jeff Walters:

- Virginia Lakes Road will be open this week.
- Recommends watching the video that CalTrans and the Sheriff has posted of the flyover of Tioga Pass. The snow is deep and the road being open will still be awhile out. It sounds like the Town will be working with CalTrans to get some SnoCats up there.

7. 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. Fish and Game Fine Fund Expenditure

Departments: Economic Development

On Wednesday, April 5, 2017, the Mono County Fisheries Commission approved a recommendation to the Board of Supervisors to allocate \$7,901.00 from the Fish and Game Fine Fund for the purpose of additional fish stocking.

Action: Approve the recommendation by the Mono County Fisheries Commission to allocate \$7,901.00 (Seven Thousand Nine Hundred and One) from the Fish and Game Fine Fund to support spring fish stocking and authorize an increase of appropriations by \$5,271 to be funded from the carryover balance (requires 4/5ths vote)

Gardner moved; Peters seconded

Vote: 4 yes; 0 no; 1 absent: Johnston

M17-92

8. CORRESPONDENCE RECEIVED - NONE

Note:

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All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

9. REGULAR AGENDA - MORNING

A. High Sierra Tri Club Proposed Road Closure on Pinecliff Drive

Departments: County Administrative Office

(Alana Levin and/or Jay Sloane) - Proposed resolution #R17-38, authorizing the temporary closure of a portion of Pinecliff Road in June Lake for the Annual June Lake Triathlon to be held on Saturday, July 8, 2017.

Action: Consider and adopt resolution #R17-38, Authorizing the temporary closure of a portion of Pinecliff Road in June Lake for the Annual June Lake Triathlon.

Gardner moved; Stump seconded

Vote: 4 yes; 0 no; 1 absent: Johnston

R17-38

Alana Levin:

- Went through the staff report, detailed where the road closure will be and times.

B. Avalanche Forecasting Program

Departments: Public Works - Road

(Sue Burak, Snow Survey Associates) - Sue Burak, Snow Survey Associates, will present a review of this winter's storms and associated avalanches in Mono County.

Action: None.

Jeff Walters:

- Introduced Sue Burak, avalanche forecaster.

Sue Burak:

- Went through her power point presentation.
- She would like to have more on-the-ground observers in Mono Co; she has several in Inyo.

General board discussion and comments

PUBLIC COMMENT:

Adrienne Fascher, Forest Service:

- Grant application is in to the State for avalanche education. These grants are becoming more competitive. Will know by June whether they will receive the funding they have requested.

C. County Maintained Mileage for FY 17-18

Departments: Public Works - Road

(Jeff Walters) - Consider and potentially adopt Resolution R17-39, "A Resolution of the Mono County Board of Supervisors Specifying Additions to and/or

Note:

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Exclusions from the Maintained Mileage Within the County Road System and Establishing Maintained Mileage for Fiscal Year 2017-2018."

Action: Adopt Resolution R17-39, "A Resolution of the Mono County Board of Supervisors Specifying Additions to and/or Exclusions from the Maintained Mileage Within the County Road System and Establishing Maintained Mileage for Fiscal Year 2017-2018." Provide any desired direction to staff.

Peters moved; Stump seconded

Vote: 4 yes; 0 no; 1 absent: Johnston

R17-39

Jeff Walters:

- Went through his staff report. Some roads within the county are not included within the County's maintained mileage, but are there as a zone of benefit for the community. A road has to meet standards (width, drainage, etc) before it can be included in the maintained mileage.
- 50% of the Highway users tax is based on population; 37.5% based on registered vehicles; 12% on maintained mileage.
- We submit this to CalTrans every year with the Board resolution so they know what our mileage numbers are.
- Homeowners do express interest in becoming part of the program but when he sends them information he rarely hears back.

Supervisor Gardner:

- Have homeowners expressed interest in improving their roads they can be considered part of this mileage?

Garrett Higerd:

- He is not aware of any roads currently being upgraded to be included in the maintained mileage. Has been a policy over the past 15 years or so that we are not accepting roads into our maintained mileage even when they are newly constructed. May be up to County road standards, but were not accepted into the mileage.
- County road standards are quite old and need updating. Also, fire requirements have exceeded our standards.

Supervisor Stump:

- Long ago, he saw discrepancies between newly constructed roads and the code book, we should not be allowing someone to build a road that does not comply with code.

D. Mono County Fisheries Commission Name Change

Departments: Economic Development

(Jeff Simpson) - Proposed Resolution of the Mono County Board of Supervisors Changing the Name of the Mono County Fisheries Commission and Authorizing the Commission to Amend its Bylaws to Reflect this Change.

Action: Adopt proposed resolution #R17-40, Changing the Name of the Mono County Fisheries Commission and Authorizing the Commission to Amend its Bylaws to Reflect this Change.

Peters moved; Corless seconded

Vote: 4 yes; 0 no; 1 absent: Johnston

R17-40

Note:

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Jeff Simpson:

- Thanked Sue Burak for being a member of this commission for about 1.5 years.
- Went through his staff report, gave a short history on the commission.

E. Employment Agreement for Assistant County Administrative Officer

Departments: Human Resources

(Dave Butters) - Proposed resolution approving a contract with Tony Dublino as Assistant County Administrative Officer, and prescribing the compensation, appointment and conditions of said employment.

Action: Announce Fiscal Impact. Adopt Resolution #R17-41, Approving a contract with Tony Dublino as Assistant County Administrative Officer, and prescribing the compensation, appointment and conditions of said employment.

Peters moved; Gardner seconded

Vote: 4 yes; 0 no; 1 absent: Johnston

R17-41

Dave Butters:

- Introduced Tony Dublino.

Leslie Chapman:

- Very excited, Tony is a great addition to the team. When the South County project became more time consuming, she asked him to step in and take over the project. He has worked over and above his part time status, but he was happy to do so.

Supervisor Stump:

- Who will take over Conway Ranch and Solid Waste? Tony has led those projects with a high level of confidence.

Supervisor Peters:

- Supports, but has a few questions. The position originally flown at what range? How did we arrive at the current salary? How many candidates were interviewed? Does the contract reflect what was flown as the position? He has heard uncertainly in how the process happened.

Leslie Chapman:

- The salary was part of the reorganization already approved. She looked at other counties salary schedules and compared.
- There were 7 applications, we interviewed 4. There were applicants from around the country. There was one out of town person who cancelled, and three local applicants.

Supervisor Corless read the fiscal impact into the record.

F. Amendment to Employment Agreement with Anne Larsen

Departments: County Counsel/Human Resources

(Stacey Simon) - Proposed resolution approving Agreement and First Amendment to Employment Agreement of Anne Marie Larsen.

Action: Announce Fiscal Impact. Approve Resolution #R17-42, Approving an amendment to the employment agreement of Anne Larsen to reclassify Ms. Larsen as a Deputy County Counsel III.

Stump moved; Gardner seconded

Note:

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Vote: 4 yes; 0 no; 1 absent: Johnston
R17-42

Stacey Simon:

- Since bringing Anne on last year, it has become obvious that she's been operating at a higher level than she was hired at. This is to correct that, to employ and pay her at a more appropriate level.

Supervisor Stump:

- Happy to support this.

Supervisor Corless read the fiscal impact into the record.

G. Proposed Amendment to Mono County Code 2.60.080 re Timing of Review of Declaration of Local Emergency

Departments: CAO

(Anne Larsen) - Proposed ordinance amending Mono County Code Section 2.60.080 to conform timing of review of local declarations of emergency with State law requirements.

Action: Introduce, read title, and waive further reading of proposed ordinance. Direct staff to agendize ordinance for adoption at the next regularly-scheduled meeting of the Board.

Stump moved; Peters seconded

Vote: 4 yes; 0 no; 1 absent: Johnston

M17-93

Anne Larsen:

- Explained moving the requirement from 15 days to 30 days.

Stacey Simon:

- This is introduction only and would not be adopted until next meeting.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. CLOSED SESSION

There was nothing to report out of Closed Session.

A. Closed Session--Human Resources

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

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

B. Closed Session - Performance Evaluation - CAO

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

C. Closed Session - Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Sierra Center Mall, Mammoth Lakes. Agency negotiators: Leslie Chapman, Janet Dutcher, Tony Dublino, Stacey Simon. Negotiating parties: Mono County and Highmark Mammoth Investments, LLC. Under negotiation: Price and terms of payment.

ADJOURN at 1:55 p.m.

ATTEST

**STACY CORLESS
CHAIR OF THE BOARD**

**HELEN NUNN
ASSISTANT CLERK OF THE BOARD**



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on May 16, 2017.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[05-16-17 Draft Mins](#)

History

Time	Who	Approval
5/24/2017 12:33 PM	County Administrative Office	Yes
5/30/2017 11:01 AM	County Counsel	Yes
5/25/2017 3:22 PM	Finance	Yes



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

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

MEETING LOCATION Suite Z, 2nd Floor Minaret Mall, 437 Old Mammoth Rd., Suite Z, Mammoth Lakes, CA 93546

**Regular Meeting
May 16, 2017**

Flash Drive	Portable Recorder
Minute Orders	M17-94 to M17-104
Resolutions	R17-43
Ordinance	ORD17-08

Pledge of Allegiance led by Carolyn Balliet.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Amanda Greenberg (Behavioral Health Coordinator):

- Gave some updates on what has been going on with Wild Iris.

Joe Ratchy (TOML Trail Coordinator):

- Update on various trails that are going to be worked on this year, and several new trails to be constructed.
- Extended invite to upcoming Trail Workshop – July 8th (9-5) at the Fire Hall and July 9th will be outside all day working.

Rich Batcha (Mammoth Lakes Recreation):

- Gave overview of proposed Mammoth and Arts Cultural Center – trying to move things forward.

Supervisor Corless:

- Gave a few reminders from the Board Rules of Procedure, things to keep in mind during meeting.
- Also important to keep on track and stick to time limits; there is a lot on the agenda today.

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Action: Approve the minutes of the Regular Meeting on April 11, 2017, as amended.

Johnston moved; Gardner seconded

Vote: 5 yes; 0 no

M17-94

Supervisor Stump:

- On page 2 of draft minutes, under "Opportunity for Public to Address Board", change 'member of the public in Mammoth' to Kay Ogden, Director of Eastern Sierra Land Trust.
- On page 4 of draft minutes, under his comments, first bullet point, it should say "a special election *cannot* be held this year.

Supervisor Johnston:

- On page 8 of draft minutes, under item #9b, Public Hearing for Establishing a Cemetery Fee Schedule, Peter Chapman's first bullet point: should say ".....this is going from a *fee* structure...." not *free* structure.

B. Board Minutes

Departments: Clerk of the Board

Action: Approve the minutes of the Regular Meeting on April 18, 2017.

Stump moved; Gardner seconded

Vote: 5 yes; 0 no

M17-95

C. Board Minutes

Departments: Clerk of the Board

Action: Approve the minutes of the Special Meeting on April 18, 2017.

Peters moved; Gardner seconded

Vote: 5 yes; 0 no

M17-96

D. Board Minutes

Departments: Clerk of the Board

Action: Approve the minutes of the Regular Meeting on May 2, 2017, as amended.

Peters moved; Gardner seconded

Vote: 5 yes; 0 no

M17-97

Supervisor Stump:

- On page 4 of draft minutes, under his comments, fourth bullet point: Last sentence should read, "He *isn't sure* if Mono City also received this treatment" – not that they did receive it.

3. RECOGNITIONS

A. Resolution for Mental Health Month

Departments: BOS

May is national Mental Health Month; the attached proclamation raises awareness of the importance of mental health and the availability of treatment, highlighting

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Mono County's Behavioral Health Department.

Action: Adopt proposed Proclamation declaring May 2017 Mental Health Month.

Stump moved; Johnston seconded

Vote: 5 yes; 0 no

M17-98

Supervisor Corless:

- Introduced item; read proclamation.

Supervisor Stump:

- Gave gratitude to Behavior Health and their work in his district.

Amanda Greenberg (Behavioral Health Coordinator):

- Gave overview of what Behavioral Health does, what the mission is. Thanked Board for Resolution.

4. **BOARD MEMBER REPORTS**

Supervisor Corless:

- Wednesday, May 31st at eatery at Mammoth Brewery – Informal unofficial county event, all invited to attend. More details to follow.

Supervisor Gardner:

- Report deferred.

Supervisor Johnston:

- CSAC Leg conference tomorrow; many issues to be discussed; Several Board members headed there after the meeting.
- June 7th – ribbon cutting ceremony for Biomass in Bridgeport, CA at 1:30 p.m.

Supervisor Peters:

- Wanted to recognize Caltrans – able to attend on the 11th their fallen worker memorial. Very moving. We take for granted what happens with our roads; we have one of the best road systems in the world. Recognized the 187 fallen workers. Reiterated “slow for the cone” zone.

Supervisor Stump:

- Report deferred.

5. **COUNTY ADMINISTRATIVE OFFICE**

Leslie Chapman:

- Report deferred.

6. **DEPARTMENT/COMMISSION REPORTS**

Kathy Peterson:

- Gave positive update on “In Home Supportive Services/Maintenance” effort.
- If we don't have estimate by the time we do budget, we'll inflate it.
- Asked if Board wants a workshop or maybe do a presentation during budget time?
- Governor saying it's not set in stone; in a couple years willing to see where we are with alignment.
- Our realignment growth would pay for the county's share.

Jeff Walters:

- Update on discussion regarding water runoff, etc:
- Recently, he has heard concern from Walker Residents about Topaz, bridge, runoff.
- Bridge looks great, currently Public Works has no concerns.
- As of this morning, running about 1000 CSFs. Could get up to 2000 CSFs by Sunday.
- If anything changes, they'll let board know.
- As of right now, feels bridges are safe and ok.
- Supervisor Stump: Thanked mechanics – especially the heavy equipment mechanics –

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asked Jeff to pass this along to shop crew, he recognizes their contribution.

- Public Works just lost a mechanic, trying to fill.
- Supervisor Peters: thanked crew that worked Virginia Lakes Road.

Janet Dutcher:

- Yesterday, disaster team had a conference call with FEMA, they are in town this Friday to get us started on producing all records we need for reimbursement.
- Meeting with Bridgeport PUD in the morning (PUD very appreciative).
- Supervisor Stump: Asked about June Lake Issue.

Sheriff Braun:

- She will be at the FEMA meeting on Friday.

7. **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. **Contract for Multi-Jurisdictional Local Hazard Mitigation Plan (LHMP)**

Departments: CDD

Contract award based on an evaluation of Requests for Proposals for the County/Town of Mammoth Lakes Local Hazard Mitigation Plan update.

Action: 1. Approve contract with Michael Baker International for the provision of hazard mitigation planning services. 2. Authorize Community Development Director or designee to approve amendments or additions to the contract scope of work which are approved as to form by County Counsel, not to exceed \$47,103.

Peters moved; Gardner seconded

Vote: 5 yes; 0 no

M17-99

B. **MOU with Deputy Sheriffs' Association**

Departments: Human Resources

Proposed resolution adopting and approving a revised Memorandum of Understanding and side letters between the County and the Deputy Sheriffs' Association.

Action: Adopt proposed resolution #R17-43, Adopting and approving a revised Memorandum of Understanding and side letters between the County and the Deputy Sheriffs' Association.

Peters moved; Gardner seconded

Vote: 5 yes; 0 no

R17-43

Stacey Simon:

- A head's up – we are trying to sort out another minor tweak with MOU, will maybe have yet another issue before the board.

C. **Support Letter for AB 668**

Departments: Clerk of the Board

Letter in support of AB 668, The Voting Modernization Bond Act of 2018.

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Action: In line with our recently revised Mono County Legislative Platform, authorize the Chair's signature on a letter of support for AB 668 – The Voting Modernization Bond Act of 2018.

Peters moved; Gardner seconded

Vote: 5 yes; 0 no

M17-100

D. Adoption of Proposed Ordinance Amending Mono County Code 2.60.080 Re Timing of Review of Declaration of Local Emergency

Departments: CAO

Adoption of proposed ordinance amending Mono County Code Section 2.60.080 to conform timing of review of local declarations of emergency with State law requirements.

Action: Adopt proposed ordinance #ORD17-08, amending Mono County Code Section 2.60.080.

Peters moved; Gardner seconded

Vote: 5 yes; 0 no

ORD17-07

8. CORRESPONDENCE RECEIVED

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. Application for ABC License - Bridgeport Mo Mart Mobil

Departments: Clerk of the Board

Application for Alcoholic Beverage License from the Bridgeport Mo Mart Mobil.

Supervisor Peters:

- Only a name change.

B. Application for ABC License - Chalfant Mercantile

Departments: Clerk of the Board

Application for Alcoholic Beverage License by the Chalfant Mercantile, LLC.

Supervisor Stump:

- Chalfant Mercantile has been closed for couple years, glad to see it opening.

The Board acknowledged receipt of the correspondence.

9. REGULAR AGENDA - MORNING

A. Appointment to Behavioral Health Advisory Board

Departments: BOS

(Stacy Corless) - On May 2, the Behavioral Health Advisory Board unanimously voted to recommend that Carolyn Balliet be appointed to the Advisory Board.

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Action: Appoint Carolyn Balliet to the Mono County Behavioral Health Advisory Board – term expires 1/2019.

Stump moved; Johnston seconded

Vote: 5 yes; 0 no

M17-101

Supervisor Corless:

- Introduced item and individual up for appointment – Carolyn Balliet

Supervisor Stump:

- There isn't anyone as committed as Carolyn.
- He's very grateful that she hasn't really "retired".
- He's happy to support this.

B. Behavioral Health Advisory Board Annual Report

Departments: BOS

(Stacy Corless) - The Advisory Board is required to present an annual report to the Board of Supervisors. The attached report serves as an introduction to the Advisory Board's work, and to the program areas funded through the Mental Health Services Act (MHSA).

Action: None.

Supervisor Corless:

- Introduced item.
- Graph in packet gives a lot of detail about the board.
- Explained what the board does.
- Gave various introductions of individuals serving on the board.
- One of the requirements of this board is to present an annual report to the Board of Supervisors.

Amanda? (Behavioral Health Coordinator):

- Gave some various statistics and information.

Supervisor Peters:

- Asked for elaboration on program at Walker Senior Center.

Supervisor Stump:

- Asked about strength based interventions?

Supervisor Gardner:

- Looking forward to future and additional information on how the program is doing, what the needs are? Measuring performance, etc.

Ingrid Braun:

- As Sheriff, they are often the de facto Mental Health provider – should not be the case. Grateful for the Behavioral Department in place and proud to be a member of this board.
- Thanked Supervisor Corless for her involvement and bringing board together and into compliance.

C. Review of Need for Continuation of Local Emergency - Severe Winter Storms

Departments: CAO, Sheriff

(Leslie Chapman, Ingrid Braun) - On January 31, 2017 the Mono County Sheriff declared a state of local emergency as a result of extreme winter weather. The Board of Supervisors ratified this declaration on February 7, 2017, and further declared a continuing state of emergency. Mono County Code Section 2.60.080 requires that the Board of Supervisors review the need for continuing the local emergency every 14 days, and Government Code section 8630 requires that the Board review the need at least every 30 days until it is terminated. This item is

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provided for that purpose.

Action: None. Emergency continues.

Sheriff Braun:

- Still need to continue emergencies.
- Melting water overflow; issues with keeping Bridgeport reservoir balanced with water.
- It is her recommendation that we continue these emergencies.

Stacey Simon:

- Reminder that recently approved ordinance (moving out the review for emergencies to 30 days) won't go into effect for thirty days. The Sheriff will probably have to come one more time (in two weeks), then every month.

D. Review of Need for Continuation of Local Emergency - Snowmelt and Runoff

Departments: CAO, Sheriff

(Leslie Chapman, Ingrid Braun) - On March 20, 2017 the Mono County Sheriff declared a state of local emergency as a result of continuing snowmelt and runoff from severe winter storms beginning in January 2017. The Board of Supervisors ratified this declaration on March 21, 2017, and further declared a continuing state of emergency. Mono County Code Section 2.60.080 requires that the Board of Supervisors review the need for continuing the local emergency every 14 days, and Government Code section 8630 requires that the Board review the need at least every 30 days until it is terminated. This item is provided for that purpose.

Action: None. Emergency continues.

See information in 9c above, applies to this item as well.

E. Agricultural Commissioner's Bee Registry

Departments: Clerk of the Board

(Nathan Reade) - California Food and Agriculture Code Section 29044 require beekeepers to register with the County Agricultural Commissioner in the county where bee colonies are kept. This requirement exists, for the most part, to protect bee populations from inadvertent harm due to pesticide drift. In the interest of encouraging pollinator protection the Agricultural Commissioner's Office requests that your board consider waiving the \$10 fee for registration of bee colonies for hobbyist beekeepers as outlined in FAC Section 29044.

Action: Waive bee colony registration fees for hobbyist beekeepers maintaining fewer than 10 colonies as outlined in California Food and Agriculture Code (FAC) section 29044.

Gardner moved; Johnston seconded

Vote: 5 yes; 0 no

M17-102

Nathan Reade:

- Has had members of public coming in lately; bee keeping is taking off in both Mono and Inyo Counties for hobbyists.
- His office is required to register Bee Keepers; but they have to come to him so he *knows* they need to be registered.
- There has been a fee required, Inyo waives it. He's here asking if Mono would also like to waive the bee colony registration fees.

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Supervisor Stump:

- He is in favor of waiving the fee.

Supervisor Corless;

- She's interested in waiving fee.
- Asked about Agricultural Commissioner's location on website.

F. Agricultural Commissioner's Mosquito Workshop

Departments: Clerk of the Board

(Nathan Reade) - Runoff in our region is projected to be very high this year. The Owens Valley Mosquito Abatement Program, which has provided mosquito abatement activities in the Mammoth Lakes Mosquito Abatement District through a contract for several years, has put together some strategies to combat potentially high mosquito populations. This presentation will outline some of these strategies. June Lake PUD, who also conducts mosquito control activities in Mono County may also participate in this discussion.

Action: None.

Nathan Reade (Agricultural Commissioner):

Power Point:

- Background
 - Previous high runoff years
- Panic sets in
- 2017 Planning
 - Looking back to see ahead
 - Mosquito Manager Summit
 - Ensuring resources are available
 - Identifying priorities
 - Outreach
 - Coordination with Health Department staff
- Prioritization
 - Protection of human health in towns
 - Nuisance mosquito control in towns
 - Special events
 - Recreation/other areas where people congregate
 - Other outlying areas
- Outreach/Communication
 - Reaching out to public and others
- Questions?

Additional Discussion:

- Starting trapping efforts.
- Anything with Deet is going to be most effective.
- He feels the budget is going to be ok, need to wait to see what happens.
- JL PUD does some abatement work, aside from that (and outside of Mammoth), he doesn't know of any other abatement going on.
- A press release will go out shortly: no standing water left out, keep irrigations short, don't overwater, citronella candles, deet repellent.
- As far as expanding district: if this is something residents of the board wants explored he's happy to address that.

Supervisor Gardner:

- Do bats eat mosquitos?
- Are bat houses effective?

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- Belts as personal repellent? Effective?

Supervisor Johnston:

- Does Nate have enough budget for what needs to be done?

Supervisor Peters:

- Is there any abatement balance for rest of Mono County? Like Bridgeport, etc?
- Is there a recommended course of action for residents and their yards?

Supervisor Stump:

- Thanked Steve Ganong.
- Sits on LAFCO board.
- If some of hurdles Steve mentioned remain, go outside boundary of Mammoth.

Supervisor Johnston:

- What is his opinion on expanding the district boundaries to include more of Mammoth?

Dr. Rick Johnson (Health Officer):

- Bat houses: not a good idea because they potentially have rabies.
- Boundaries: Old Mammoth area is only area that does mosquito abatement, mosquitos don't have boundaries.
- Pleads for integrated pest management – there are ticks, plague, hanta virus – this type of management deals with all these issues, including mosquitos.

Steve Ganong (retired manager of ML Mosquito Abatement District):

- Abatement work being done in Old Mammoth is benefitting whole town.
- He left district because the district couldn't afford him anymore.
- Grateful to Inyo for doing the continued work when they didn't have to.
- Town grew up outside of original district boundaries.
- Do we need to increase boundaries and do an assessment? Expensive. Whole town needs to get under the protection of abatement control.

Supervisor Corless:

- There are no members currently on the Mosquito Abatement District.
- Work needs to be done.
- Thanked Steve for all his work.

G. Status of Mammoth Lakes Mosquito Abatement District

Departments: Board of Supervisors

(Stacey Simon) - Presentation regarding the status of the Mammoth Lakes Mosquito Abatement District and the process for filling vacancies on its board of trustees.

Action: 1. Direct the Clerk to post a special vacancy notice in the Clerk's office, in one or more public libraries, the website and the newspapers within the County describing the vacancies on the District Board, the requirements to serve, and the process for applying for consideration. 2. Direct staff to agendize an item for appointment of interested persons to serve on the District Board at the next Board of Supervisors' meeting which takes place at least ten days following the posting of the notice, provided there are persons willing and able to serve.

Stump moved; Peters seconded

Vote: 5 yes; 0 no

M17-103

Stacey Simon:

- We have the shell of the Mammoth Lakes Mosquito Abatement district but no members.
- Her office did some research.
- This is a dependent special district – its members are appointed by the Board of

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Supervisors. It makes it easy to appoint.

- Staff report went over what the district is, how to seek interested individuals to be on this district; went over some requirements.
- This item lays out direction to get process going.
- Notice/Posting of Notice – to be posted by clerk in office and two public libraries. For ten days.
- Then brought back by appointment.
- Prop 218 Process, benefit assessment: Public Hearing process, consulting firm could assist with and likely increase chance of success, but also can be done in-house.
- Gave explanation of why the County and not the Town is responsible based on statutes.

Supervisor Corless:

- Changing boundaries would require LAFCO involvement?
- Recognized Mary Ann O'Conner for her involvement as well as Steven Ganong.
- Asked that ad be placed in paper as well! And on website!
- Agrees that Stacey should come back with additional information regarding boundaries.

Supervisor Johnston:

- Why is County responsible and not town?

H. Highmark Advisors Updated Proposal for Sierra Center Mall Lease

Departments: Clerk of the Board

(Drew Hild) - Presentation by Drew Hild of Highmark Advisors, outlining updated proposal to the County of Mono for the future lease of Sierra Center Mall. This item is being sponsored by Supervisor Larry Johnston.

Action: 1. Pursuant to Rule 30 of the Board Rules of Procedure, reconsider April 18, 2017 Board decision to conclude negotiations with Sierra Center Mall and, if so, whether to reopen said negotiations

Johnston moved; 0 seconded

MOTION FAILS

Supervisor Corless:

- Asked that speakers put their names on cards.
- A time limit of three minutes per speaker will be imposed.

Leslie Chapman:

- Introduced item; explained recommended actions.

Drew Hild:

- Apologized for recent press and behavior of outside sources.
- Here to discuss issues that involves a lot of money.
- Is asking Board to take proposal seriously.

Power Point Sierra Center Mall Lease (copy to be posted to the web):

- Today's presentation
- Overview of Sierra Center
 - Brief history of Sierra Center
- Location – Sierra Center Mall vs. McFlex
 - Sierra Center in center of town and businesses
 - South Old Mammoth Road
 - McFlex Parcel – not really close to anything
 - Center vs. isolate spot
- Building and Improvements of Sierra Center
- Overview of Improvements done
- Planned Improvements 2017
- Exterior Concepts
- Leasing Activity

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- New Tenant Occupancy
 - New Tenant Activity
 - New Management
- Leo Prats, Prats, Inc.
- Examples of design concepts
 - Sierra Center Overview
 - Test Fit and Construction Issues
 - Feels job has tremendous potential

Drew Hild:

- Review of new building proposal
- Review of Letter of Intent
 - Stop over market rates
 - Immediate cash savings
 - Construction time now included
 - Use rent savings to fund improvements
 - Provide long term planning flexibility
 - Provide the county an option to purchase
 - Cost of new lease as Sierra Center Mall
 - Lowest possible budget impact
 - Full Transparency

Bob Sargent, Sargent Consulting:

- Option to Purchase
- Review of Lease
- Room for Town of Mammoth

Drew Hild:

- Impact on Community of Board Decision
- Next Steps

Additional Comments:

- Feels you can't compare Santa Cruz to Mammoth Lakes

Supervisor Johnston:

- Santa Cruz resident's negative comments – any response to that?

PUBLIC COMMENT:

Shira Dubrovner

Dawn Vereuck

Robert Calvert

Tom Cage

Tony Dublino

BOARD DISCUSSION:

Supervisor Johnston:

- Doesn't feel that what happened on April 18th is accurate.
- Did we conclude negotiations? He's asking board.
- What was Supervisor Peter's thinking the Staff was going to analyze?

Supervisor Peters:

- It was his understanding that negotiations were concluded to allow staff to do a thorough financial analysis.
- He's fine with looking at future negotiations but he feels that the negotiations were concluded on the 18th.

Supervisor Stump:

- He agrees with Supervisor Peters.
- There are different interpretations as to what happened at the meeting.
- After reviewing Granicus, he feels that negotiations were concluded.

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- He'd like to put further negotiations on hold, needs to hear rest of presentation later today.

Supervisor Gardner:

- Concurs with Supervisors Stump and Peters.

Supervisor Corless:

- Agrees with Peters, Stump, and Gardner.

Leslie Chapman:

- The closed session scheduled for today was put on as a courtesy to Supervisor Johnston was gone las week. Can be cancelled depending on Board's decision now.

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

No one spoke.

11. **CLOSED SESSION**

CLOSED SESSION WAS NOT NEEDED AT THIS MEETING.

A. **Closed Session--Human Resources**

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

B. **Closed Session - Real Property Negotiations**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Sierra Center Mall, Mammoth Lakes. Agency negotiators: Leslie Chapman, Janet Dutcher, Tony Dublino, Stacey Simon. Negotiating parties: Mono County and Highmark Mammoth Investments, LLC. Under negotiation: Price and terms of payment.

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:30 P.M.

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

No one spoke.

13. **REGULAR AGENDA - AFTERNOON**

A. **South County Facility Workshop**

Departments: CAO

(Tony Dublino) - Presentation by Tony Dublino providing updated analysis on South

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County Facility options.

Action: Direct staff to prepare information on project delivery and financing options including Certificates of Participation, Public Private Partnership and Design Build for a County Facility as part of a Mammoth Lakes Civic Center for discussion at next available Board meeting.

Roll call vote taken by clerk:

Gardner moved; Peters seconded

Vote: 4 yes; 1 no: Johnston

M17-104

Tony Dublino:

- Here again to discuss south county facility and provide updates.
- Goal is a safe, comfortable and modest facility for the county to provide services.
- This is the biggest facility decision that will be made, deserves time.
- There is widespread agreement as to what makes most sense amongst staff and constituents.

POWER POINT (to be posted on the web):

- South County Facility Progress Report
- SCM Condition

Joe Blanchard:

- SCM Condition in detail; miscellaneous problems reported over time

Tony Dublino:

- What kind of space *do* government employees deserve?
- Negative value of aging structures
- 4/18/17 Verbal Proposal (different than what was presented today).
- There is a price where the county would consider staying with SCM lease; we haven't seen that proposal yet.
- Alternative to Leasing Aging Structures
- Cost Estimates

Garrett Higerd:

- Project Delivery Options
- Next Steps

Tony Dublino:

- Financial Comparisons
- Looking at taking out money and going with Design Build option but can look more closely at P3 option with board direction.

Janet Dutcher:

- The One-Pager Summary Results

Tony Dublino:

- 40 Years of Accumulated Cost Chart
- Cash Flow Analysis Years 1-15
- Cash Flow Analysis Years 28-40
- Risks, and other unquantifiable factors

Stacey Simon:

- She could answer specific questions on Delivery Option P3:
 - Shifting of up-front costs to a third party: the third party would then lease the facility back to the county.
 - County defers costs; concessionaire is putting up front costs.
 - You get early agreement on a maximum purchase price. But you pay a premium for that certainty.
 - This is a popular solution across the nation.
- Asked by board about leaky roofs that have not been repaired. The landlord has said they are "working on it" but it has never been completed. But, they could arguably still be in

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compliance with the lease because “work” is “happening”, there just hasn’t been any outcome.

Joe Blanchard:

- Believes roof is fixable.

Supervisor Stump:

- Asked for negativity to be kept out of this.
- Asked about delivery options.
- At what point do you own the structure?
- Is Supervisor Johnston’s complaint with staff or colleagues?
- With financing that’s proposed, he’d like to confirm a few things. Needs to make sure Economic Development funds will not be touched. Wants to make sure A87 funds can be used for reimbursement.

Supervisor Johnston:

- Why is our square footage going down?
- Why hasn’t the leaky roofs been repaired?
- We want to do the most prudent thing, why hasn’t the purchase option been vetted out?
- According to Board rules, we are to be fiscally responsible. Without vetting out purchase price, we are not being responsible.
- Frustration is with the Board, not the staff.

Supervisor Gardner:

- The Board rules do not say we go on forever.
- It wasn’t so long ago that we didn’t have a purchase option.
- We need to move on.
- Asked Mr. Hild why there have been no improvements?

Supervisor Peters:

- The purchase option has magically returned.
- If the county decides to pursue an option to purchase that’s beneficial to county and employees (and not presented by Sierra Center Mall), he’s all for that.
- It’s not just money; this is a partnership with employees, county and SCM.

Janet Dutcher

- After spending 80 hours of work before receiving an option to purchase, we finally received one. There hasn’t been time to do further analyzing.
- Doesn’t anticipate EDD funds being used.
- Addressed A87 cost questions.

Dr. Rick Johnson:

- Who is customer that’s going to be using this facility?
- Where does this fit in your Strategic Plan? Not as landlord.
- Who is your most important asset? It’s the employees.

PUBLIC COMMENT

Michael O’Sullivan

Liz O’Sullivan

Ron Day

Ted Carleton (The Sheet)

Yvonne (Social Services)

Drew Hild

- He believes that the improvements will be done.
- There’s a potentially a \$15 million benefit to the county.
- He hopes there can be a reset.
- He will personally see to the improvements.

Leslie Chapman:

- SCM has continually stonewalled the county and negotiated in bad faith.
- There is also a financial presentation that’s ready to be brought to the board.

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BOARD CONSIDERATION

Supervisor Corless:

- Thanked county staff for all their work.
- Reminded Board of recommended action being proposed.
- Consider directing staff to investigate the Option to Purchase that's on the table – no negotiations.
- She supports recommended action. She understands Supervisor Johnston's request to review the Option to Purchase but she can't agree with it.
- Discussed perceived negative impact to building a civic center.

Supervisor Stump:

- Theoretical Purchase Option mentioned in February.
- The maintenance issues are not the tenant's problem.
- Financing: he's not interesting in a co-financing scheme with the Town, they need their own financing. We need to proceed ahead as a single entity.
- A prior sales analysis has already been done.
- He's interested in the P3 approach and he'd like analysis on that.
- He wants a pause on SCM negotiations.

Supervisor Johnston:

- He agrees that the conditions in SCM have been deplorable; if we don't do anything with this lease, then it's going to continue for the next 30 months.
- We need improvements to be made.
- He wants purchase option to be analyzed in a very detailed way.
- He's not ready to say we should go build a building right now; doesn't feel enough analysis has been done.

Supervisor Gardner:

- He would usually wish to consider the lease, but in this case, all things are not equal.
- He believes it's the best choice to go with a new building.
- He feels that the customer should be paid attention to; he's been disappointed by the SCM landlords and their lack of response.

Supervisor Peters:

- Removing the holdover provision would also be act of good faith.
- He's ready to move on with recommended action.

ADJOURN 4:10 p.m.

ATTEST

**STACY CORLESS
CHAIR OF THE BOARD**

**SHANNON KENDALL
CLERK OF THE BOARD**

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2017

Departments: Social Services

TIME REQUIRED

SUBJECT IHSS Advisory Board Appointment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Department of Social Services requests the Board of Supervisors appoint Elena Espinosa to the In-Home Supportive Services Advisory Board. If appointed, Ms. Espinosa will serve under the category of a community-based caregiver and advocate for seniors.

RECOMMENDED ACTION:

Appoint Elena Espinosa of Coleville, California to the In-Home Supportive Services (IHSS) Advisory Board to serve a three-year term, commencing on June 6, 2017 and expiring on June 5, 2020.

FISCAL IMPACT:

None

CONTACT NAME: Kathryn Peterson

PHONE/EMAIL: 7609376518 / kpeterson@mono.ca.gov

SEND COPIES TO:

Kathy Peterson

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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<input type="checkbox"/> staff memo
<input type="checkbox"/> BBack up

History

Time

Who

Approval

5/24/2017 4:37 PM	County Administrative Office	Yes
5/25/2017 4:22 PM	County Counsel	Yes
5/5/2017 2:12 PM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

C O U N T Y O F M O N O

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

KATHRYN PETERSON, MPH
Director

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(760) 924-1770
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To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director

Date: May 1, 2017

Re: In-Home Supportive Services (IHSS) Advisory Board

Recommended Action:

Appoint Elena Espinosa of Coleville, California to the In-Home Supportive Services (IHSS) Advisory Board to serve a three-year term, commencing on June 6, 2017 and expiring on June 5, 2020.

Fiscal Impact:

None.

Discussion:

The In-Home Supportive Services (IHSS) Program helps pay for services so that persons can remain safely in their own home. To be eligible, recipients must be over 65 years of age, or disabled, or blind. Disabled children are also eligible for IHSS. IHSS is considered an alternative to out-of-home care, such as nursing homes or board and care facilities.

The IHSS Advisory Board performs the following functions: (1) submit recommendations to the county board of supervisors on the preferred mode or modes of service to be utilized in the county for in-home supportive services and (2) provide ongoing advice and recommendations regarding IHSS services to the county board of supervisors, any administrative body in the county that is related to the delivery and administration of services, and the governing body and administrative agency of the public authority, nonprofit consortium, contractor and public employees.

The Mono County Board of Supervisors established the Mono County IHSS Advisory Board on May 7, 2002, and approved the recruitment and selection of five (5) individuals to serve on the Board. The Board is

designed to have a majority of consumers of in-home based services. The other members may be caregivers, advocates for senior and disabled adults or children, or interested community members. A representative from the Social Services Department serves as non-voting member. The Advisory Board generally meets quarterly on the first Thursday of January, April, July and October. Of the four IHSS Advisory Board meetings during the year, three are held in Bridgeport and one in Benton.

The current Advisory Board members are: Elizabeth Petrunak of Twin Lakes, IHSS Provider; Toni Doman of Crowley Lake, Consumer Advocate; and Megan Foster of Walker, Social Services Designee. There are two vacancies.

If appointed, Ms. Espinosa will serve under the category of a community-based caregiver and advocate for seniors.

Application for Appointment to the Mono County IHSS Advisory Committee

Under the provisions of law AB 1682, each county must set up an Advisory Committee to provide ongoing advice and recommendations to the county Board of Supervisors and any other body related to the delivery and administration of In-Home Supportive Services (IHSS). In Mono County, there will be 5 rotating volunteer members on this committee, to be appointed by the Board of Supervisors. If you are interested in serving on the committee, please complete the following:

Name: Elena Espinosa Phone Number(s): 928.300.8088
Address: 124 Hare Court, Coleville, CA 96107

In order to be considered for appointment to the IHSS Advisory Committee, you must be able to check one (or more) of the following categories:

I am a:

- Recipient (past or present) of the IHSS program
- Provider (past or present) of the IHSS program
- Individual appointed by Mono County Department of Social Services
- Individual who represents the community and has worked with the blind, disabled, or aging population

Education and/or Employment Experience: B.S. Biology
Caregiver for recipients in the Antelope Valley for the last 2 years. Caregiving for my 93 year old mother the last 18 years.

Community/Volunteer Experience: RPAC; Gentle Yoga classes for seniors & impaired individuals; HICAP volunteer (medicare advocate); Audubon volunteer

Why are you interested in becoming a member of the Mono County IHSS Advisory Committee?
My background and my interest in in-home care for the elderly & advocate work for seniors.

Signature Elena Espinosa Date 4/21/17

For questions, or additional information, please call (530) 495-2700



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2017

Departments: Social Services

TIME REQUIRED

SUBJECT California Automated Consortium Eligibility System (CalACES)

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of the Joint Exercise of Powers Agreement and the Memorandum of Understanding with the California Automated Consortium Eligibility System (CalACES)

RECOMMENDED ACTION:

Approve (1) the Amended and Restated Joint Exercise of Powers Agreement, and (2) the Memorandum of Understanding between the California Automated Consortium Eligibility System and the County of Mono.

FISCAL IMPACT:

None

CONTACT NAME: Kathryn Peterson

PHONE/EMAIL: 7609376518 / kpeterson@mono.ca.gov

SEND COPIES TO:

Kathy Peterson

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
JPA
MOU

History

Time

Who

Approval

6/1/2017 5:18 PM	County Administrative Office	Yes
6/1/2017 5:18 PM	County Counsel	Yes
6/1/2017 5:19 PM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

C O U N T Y O F M O N O

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

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Director

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To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director

Date: May 2, 2017

Re: Approval of the Joint Exercise of Powers Agreement and the Memorandum of Understanding with the California Automated Consortium Eligibility System (CalACES)

Recommended Action:

Approve (1) the Amended and Restated Joint Exercise of Powers Agreement, and (2) approve the Memorandum of Understanding between the California Automated Consortium Eligibility System and the County of Mono.

Fiscal Impact:

None.

Discussion:

California's Statewide Automated Welfare System (SAWS) is made up of multiple systems which support such functions as eligibility and benefit determination, enrollment, and case maintenance at the county level for some of the state's major health and human services programs (including Medi-Cal, California Work Opportunity and Responsibility to Kids [CalWORKs], and CalFresh). These automation systems have been a sizable financial commitment for the state and counties, taking multiple years and hundreds of millions of state and federal dollars to develop and maintain.

Over the years, the Legislature has consolidated the total number of SAWS systems, reducing the state's financial burden of maintaining multiple systems and also assisting in standardizing the eligibility determination processes of the state's health and human services operations. The Legislature enacted Chapter 13, Statutes of 2011 (ABX1 16, Blumenfeld), which serves to decrease the number of SAWS systems. This reduction will occur by migrating, or moving, 39 counties and LA County from two systems

into one, jointly designed SAWS system called the California Automated Consortium Eligibility System (CalACES).

This purpose of the Agreement and MOU is to define the powers for the design, development, implementation, migration and on-going operation and maintenance of the CalACES automated welfare system to be used by each of the forty (40) partner counties.

The Boards of Supervisors of the forty (40) Member Counties are responsible for approving the CalACES JPA and the MOU, participating in the JPA per the governance structure set forth in the JPA and Bylaws, and complying with all the terms contained in the Agreement. The approval of the County Boards of Supervisors is also required to implement any changes/amendments to the CalACES JPA.

These documents have been reviewed by County Counsels in all forty (40) counties. September 1, 2017 is targeted as the start date for this updated JPA and MOU, contingent upon approval by all forty (40) Boards of Supervisors.

CALIFORNIA AUTOMATED CONSORTIUM ELIGIBILITY SYSTEM

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

Originally Adopted: December 1998
First Amended: June 2007
Second Amended: June 2010
Amended and Restated: September 2017

CALIFORNIA AUTOMATED CONSORTIUM ELIGIBILITY SYSTEM

AMENDED AND RESTATED

JOINT EXERCISE OF POWERS AGREEMENT

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AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made by and among the Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, and Yuba. This joint powers authority shall be referred to as the California Automated Consortium Eligibility System ("Consortium"). This Agreement shall serve to amend and restate the Joint Exercise of Powers Agreement dated December 1998, and any and all amendments thereto, which created the California Statewide Automated Welfare System Consortium IV ("C-IV"), to change the name, and to make other revisions as contained herein.

RECITALS:

WHEREAS, Chapter 5 (commencing with section 6500) of Division 7 of Title 1 of the California Government Code ("Government Code"), permits two or more public agencies to enter into an agreement for the joint exercise of powers; and

WHEREAS, Chapter 4 (commencing with section 10800) of Division 9 of Part 2 of the California Welfare and Institutions Code ("Welfare and Institutions Code"), declares the administration of public social services in each of the several counties of the state to be a county function and responsibility; and

WHEREAS, the County of Los Angeles ("Los Angeles County") formed the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting ("LEADER") consortium, with the LEADER consortium consisting of one of the four county consortia, and Los Angeles County's Department of Public Social Services locally managing the LEADER consortium; and

WHEREAS, the four (4) Counties of Merced, Riverside, San Bernardino, and Stanislaus contractually joined together in December 1998 to create C-IV, a joint powers authority for the purpose of the design, development, implementation and on-going operation and maintenance of an automated welfare system to be used by each of the four Counties, which may include an interface to other county consortia and state automated welfare systems as provided in the Welfare and Institutions Code; and

WHEREAS, the thirty-five (35) Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Monterey, Napa, Nevada, Plumas, San Benito, San Joaquin, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Tuolumne, and Yuba joined C-IV in June 2007 for the purpose of implementation of the automated welfare system in each of the thirty-five (35) Counties and on-going operation and maintenance of the automated welfare system ("C-IV System"); and

WHEREAS, in November 2012, Los Angeles County entered into an agreement with Accenture, LLP to implement the LEADER Replacement System ("LRS"), which replaces and integrates the functionality of multiple, disparate legacy systems of Los Angeles County while also streamlining case management of public assistance programs; and

WHEREAS, California Assembly Bill ABX1 16 (2011), as codified in the Welfare and Institutions Code section 10823, requires that the prior thirty-nine (39) C-IV Counties migrate to a system jointly designed by the thirty-nine (39) C-IV Counties and Los Angeles County, and that the migration result in a new consortium composed of the forty (40) counties; and

WHEREAS, Los Angeles County and the thirty-nine (39) C-IV Counties have joined together to form a new consortium, pursuant to this Agreement, which replaces the LEADER and C-IV Consortia in compliance with California Assembly Bill ABX1 16 (2011); and

WHEREAS, the forty (40) Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, and Yuba have determined that the name of the new consortium shall be the California Automated Consortium Eligibility System and the joint system shall be called "CalACES".

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and agreements herein contained, the Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, and Yuba do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article I shall, for the purpose hereof, have the meanings herein specified.

"Act" means Articles 1 through 4 (commencing with section 6500) of Chapter 5, Division 7, Title 1 of the Government Code.

"Agreement" means this Amended and Restated Joint Exercise of Powers Agreement.

"Board" means the Board of Directors of the Consortium referred to in Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities), which shall be the governing body of the Consortium.

"CalACES" means the complete collection of equipment, software, and network(s) for the automated welfare system to be used by all Members upon completion of the migration of the Members from the C-IV System and the LRS.

“Consortium” means the public entity known as the California Automated Consortium Eligibility System established pursuant to Article II of this Agreement.

“Director(s)” means the Member Representative(s) appointed to the Board pursuant to Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities), which may include Alternate Board Director(s) acting in their Director's absence.

“Fiscal Year” means the period from July 1st to and including the following June 30th.

“Implementation” means the rollout of CalACES to all Members.

“Member” means one of the individual Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, and Yuba. The State of California is not a Member of this JPA.

“Members” means Member Counties collectively.

“Member Representative” means the person(s) representing each Member pursuant to Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities).

“Project” means the work related to the design, development, implementation, operation, maintenance of the C-IV System, the LRS and CalACES, migration of the Members to CalACES, and all related activities.

“Region” means one of the eight (8) regions as defined in Section III (Regions) of the Bylaws.

“Secretary” means the Secretary of the Consortium appointed pursuant to Section 3.02 (Secretary).

“State” means the State of California.

“State Representative” means the person representing the State pursuant to Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities).

“Treasurer” means the Treasurer of the Consortium appointed pursuant to Section 3.03 (Treasurer).

ARTICLE II

GENERAL PROVISIONS REGARDING PURPOSE, CREATION AND OPERATION OF CONSORTIUM

Section 2.01. Purpose. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title 1 of the Government Code, commencing with section 6500, relating to the joint exercise of powers common to the public agencies, in this case the Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne and Yuba. The forty (40) Counties each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to exercise such powers for the design, development, Implementation, migration and on-going operation and maintenance of the C-IV System, LRS, and CalACES, which is the automated welfare system to be used by each of the forty (40) Counties, which may include an interface to other county consortia and state automated welfare systems as provided in the Welfare and Institutions Code.

Section 2.02. Term. This Agreement first became effective December 1998; the first amendment became effective on June 1, 2007, a second amendment became effective on June 1, 2010, and this third amendment, the Amended and Restated Joint Exercise of Powers Agreement, shall become effective on September 1, 2017 ("Effective Date"). This Agreement shall continue in full force and effect until terminated by mutual consent of the Boards of Supervisors of the Members. The inclusion of additional counties to this Agreement pursuant to Section 2.11 (Addition of New Members) or withdrawal of some, but not all, of the Members pursuant to Section 2.12 (Withdrawal of Member) shall not be deemed a termination of this Agreement.

Section 2.03. Creation of Consortium. Pursuant to the Act, there is hereby created a public entity to be known as the "California Automated Consortium Eligibility System", hereinafter referred to as "Consortium". The Consortium shall be a public entity separate and apart from the Members, consisting of eight (8) Regions as defined in Section III (Regions) of the Bylaws of the Consortium, and shall administer this Agreement.

Section 2.04. Member Representative; State Representative; Board of Directors; Appointing Authorities.

(a) Member Representative:

- (i) With the exception of Los Angeles County, each Member shall be represented by its county Welfare Director, or person holding the equivalent position within that county, unless the Board of Supervisors of the Member appoints one of its board members to serve as the representative (either shall be referred to as "Member Representative"). With respect to Los Angeles County, this Member shall be represented by four (4) Member Representatives, which shall include its county Welfare Director, or person holding the equivalent position within the county, its Children and Family Services Director, or person holding the equivalent position within the county, and two (2) other

persons who hold upper executive management positions in the social services department.

- (ii) Individuals serving as Member Representatives shall serve while they retain their county offices or positions, and shall be deemed to have automatically resigned upon leaving that county office or position. The individual who succeeds in that county office or position on a regular or interim basis shall be automatically deemed the Member Representative. Upon change of title or reclassification of any Member Representative's county office or position, the successor to the county Welfare Director position, or the Children and Family Services Director, if applicable, its equivalent position within the Member county, shall be deemed a replacement for the Member Representative.
- (iii) Subject to the provisions of this Agreement, each Member Representative shall have a right to:
 - Receive nomination for appointment to the Board.
 - Serve on workgroups and committees or appoint designees to serve in their place.
 - Recommend items for inclusion for consideration on the Board meeting agenda.
 - Receive notice of Board meetings.
 - Attend Board meetings.
 - Vote on items.

(b) State Representative:

- (i) The State shall have the right to select one person from among the following to serve on the Board as the representative of the State: the Director of the Office of Systems Integration or his/her designee, the Director of the Department of Social Services or his/her designee, or the Director of the Department of Health Care Services or his/her designee. This person shall be identified as the "State Representative." The two other State departments not selected as the State Representative shall retain the right to attend all public sessions of the Board meetings.
- (ii) The State Representative shall retain his or her State position while acting as State Representative.
- (iii) The State Representative shall have a right to:
 - Serve as an Ex Officio member of the Board.
 - Receive notice of Board meetings.
 - Attend Board meetings, excluding closed sessions.
- (iv) The State Representative shall not have a right to vote on items put before the Member Representatives or the Board.

(c) Board of Directors: The Consortium shall be governed and administered by a Board of Directors ("Board") consisting of eleven (11) Directors and one State Representative. The Directors from Regions 1 through 7 shall be selected from the Member Representatives from

their respective Regions, one Director from each Region. Region 8, represented by Los Angeles County, shall have four (4) Directors, who shall be the four (4) Member Representatives from Region 8. For Regions comprised of more than one (1) county, each Director may designate a second Member Representative from within the Region to serve as an alternate Director ("Alternate Board Director"). For Regions comprised of only one (1) county, each Director may designate a county employee who holds an upper management position immediately below the county Welfare Director, or Children and Family Services Director, if applicable, within that Region to serve as an Alternate Board Director. Alternate Board Directors may only act in their Director's absence and shall exercise all rights and privileges of a Director.

Any recommended changes to the Board structure are subject to Section 7.03 (Amendments).

(d) Appointments to the Board of Directors:

- (i) No person shall hold the position of more than one (1) Director. Each Director and the State Representative shall serve for a term of one (1) year with terms running concurrent with the Fiscal Year.
- (ii) Regions 1 through 7 will each appoint one (1) Director to serve on the Board. Region 8 will appoint four (4) Directors to serve on the Board. For Regions comprised of more than one county, these regions will nominate one or more candidates to serve on the Board. One Director from each Region will be elected by a majority vote of the Member Representatives for that Region who are present at a meeting of the Member Representatives held pursuant to Section 2.07 (Quorum; Required Votes; Approvals). No Member Representative shall be elected to hold the Director position unless he or she accepts the nomination from his or her Region.
- (iii) Each Region shall notify the Secretary of their appointed Director(s) at least fourteen (14) days before the start of the next Fiscal Year. The Secretary will notify the Board of each Region's Director(s) at the first Board meeting of each Fiscal Year.
- (iv) The State shall notify the Secretary of the person it has selected to be the State Representative before the start of the next Fiscal Year. The Secretary will notify the Board of the State's selection for the State Representative at the first Board meeting of each Fiscal Year.

Section 2.05. Meetings of the Board; the Member Representatives.

(a) Regular Meetings:

- (i) **Board.** The Board shall hold regular meetings. They shall hold at least one regular meeting each quarter of every Fiscal Year. The procedure for the setting of regular meetings shall be fixed by action of the Board and contained in the Bylaws.
- (ii) **Member Representatives.** The Member Representatives shall hold regular meetings. They shall hold at least two regular meetings each Fiscal Year. The procedure for the

setting of regular meetings shall be fixed by action of the Member Representatives and contained in the Bylaws.

- (b) **Special Meetings:** Special meetings of the Board, and of the Member Representatives, shall be called in accordance with the provisions of the Ralph M. Brown Act ("Brown Act"), section 54956 of the Government Code.
- (c) **Call, Notice and Conduct of Meetings:** All meetings of the Board, and of the Member Representatives, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Brown Act (section 54950 et seq. of the Government Code).

Section 2.06. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board, and of the Member Representatives, and shall, as soon as possible after each meeting, cause a copy of the preliminary minutes to be forwarded to each Member Representative. The preliminary minutes will then be included at the next meeting of the Board or the Member Representatives, for approval by the respective bodies.

Section 2.07. Quorum; Required Votes; Approvals.

- (a) **Board:** At least six (6) of the Directors or Alternate Board Directors from Regions 1 through 8, which must include two (2) Directors or Alternate Board Directors from Region 8, shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The State Representative's attendance or non-attendance at any meeting shall have no effect on quorum. The affirmative votes of at least six (6) of the seated Directors from Regions 1 through 8, which must include two (2) affirmative votes from Directors or Alternate Board Directors from Region 8, shall be required to take any action by the Board.

Notwithstanding the preceding paragraph, the following provisions shall apply:

- (i) **Member Representatives Concurrence.** Recommended changes to this Agreement or to Memorandums of Understandings between the Consortium and the Members require the concurrence of the Member Representatives and may not be referred to Dispute Resolution. Concurrence is obtained by the affirmative vote of the Member Representatives pursuant to paragraph (b) of this section.
- (ii) **Dispute Resolution.** Four (4) Directors or Alternate Board Directors from Regions 1 through 7 may request dispute resolution in the event that an affirmative vote would have carried but for the failure to obtain two (2) affirmative votes from Region 8, or three (3) Directors or Alternate Board Directors from Region 8 may request dispute resolution in the event that an affirmative vote would have carried but for the failure to obtain two (2) affirmative votes from Regions 1 through 7, resulting in a blocked vote ("Blocked Vote"). Upon a request for dispute resolution, the Board shall promptly select a neutral person ("Neutral") who is identified with the assistance of the Consortium's legal advisor, to facilitate the resolution of the Blocked Vote through good faith negotiation, or through making a final and binding decision in favor of or against the Consortium action subject to the Blocked Vote in the event that resolution

is not reached through negotiation. In the event that the Board is unable to agree on the selection of the Neutral, the Consortium's legal advisor shall provide a list of five (5) qualified persons from which the Neutral will be chosen. The Directors or Alternate Directors from Regions 1 through 7, acting jointly, and the Directors or Alternate Directors from Region 8, acting jointly, will alternately challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the Neutral. Any person selected as a Neutral hereunder shall be an attorney at law, or a retired judge, having practiced in the State for at least five (5) years. The preference is that the list of qualified persons shall not include a person having a principal place of business located within any Member county, and shall not have been employed by, contracted with, or received any payment or reimbursement from any Member within one (1) year prior to his or her selection. In the event one or more qualified persons having a principal place of business from outside the Member counties cannot be identified or agreed upon, the Directors may consider and select a qualified Neutral having a principal place of business within a Member county, but such Neutral shall not have been employed by, contracted with, or received any payment or reimbursement from any Member within one (1) year prior to his or her selection. The Neutral selected in accordance with this section is hereby designated as the person to administer and execute this Agreement pursuant to Government Code section 6506 for the limited purpose of resolving the Blocked Vote through negotiation or a final and binding decision as provided herein. Regions 1 through 7 shall select two (2) Directors or Alternate Board Directors to represent those Regions, and Region 8 shall select two (2) of its Directors or Alternate Board Directors to represent Region 8. Negotiations shall be commenced by notice being delivered by the Directors or Alternate Board Directors requesting dispute resolution to the other remaining Directors or Alternate Board Directors. The four (4) Directors or Alternate Board Directors selected to participate in the dispute resolution are obligated to meet within ten (10) business days after delivery of such notice at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Blocked Vote. If the matter has not been resolved within 45 days of the initiating notice, or if the parties fail to meet within ten (10) business days, the Neutral shall make a final and binding decision in favor of or against the Consortium action subject to the Blocked Vote, and the Board shall promptly take any Board action necessary to implement the Neutral's decision regarding the Blocked Vote. Any Member may bring an action to enforce the provisions of this section.

(b) Member Representatives: The presence of forty percent (40%) of the Member Representatives shall constitute a quorum for the transaction of business, which must include at least two (2) Member Representatives from Region 8, except that less than a quorum may adjourn from time to time. The State Representative's attendance or non-attendance shall have no effect on quorum. The affirmative votes of at least a majority of the Member Representatives present at any meeting at which a quorum is present shall be required to take any action by the Members, which must include at least two (2) affirmative votes from the Member Representatives present from Region 8.

(i) Dispute Resolution: Except as provided in Section 2.07(a)(i) (Member Representatives Concurrence) above, a majority of the Member Representatives from

Regions 1 through 7, or three (3) of the Member Representatives from Region 8, may request dispute resolution in the event that an affirmative vote would have carried but for the failure to obtain two (2) affirmative votes from Region 8, or the minimum number of affirmative votes from Regions 1 through 7, resulting in a blocked vote ("Blocked General Membership Vote"). Upon a request for dispute resolution, the matter shall be referred to the Board who shall promptly select a Neutral in the manner set forth in Section 2.07(a)(ii) (Dispute Resolution) above, with the qualifications, powers, and duties set forth in that section. The Member Representatives from Regions 1 through 7 shall select three (3) Member Representatives to represent Regions 1 through 7, and Region 8 shall select three (3) Member Representatives from Region 8 to represent Region 8. Negotiations shall be commenced by notice being delivered by the Member Representatives requesting dispute resolution to the other remaining Member Representatives. The six (6) Member Representatives selected to participate in the dispute resolution are obligated to meet within ten (10) business days after delivery of such notice at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Blocked General Membership Vote. If the matter has not been resolved within 45 days of the initiating notice, or if the parties fail to meet within ten (10) business days, the Neutral shall make a final and binding decision in favor of or against the Consortium action subject to the Blocked General Membership Vote and all the Member Representatives agree to be bound by the Neutral's decision and shall promptly take any General Membership action necessary to implement the Neutral's decision regarding the Blocked General Membership Vote. Any Member may bring an action to enforce the provisions of this section.

Section 2.08. Bylaws. The Board, by a two-thirds (2/3) affirmative vote of the Directors from Regions 1 through 8, which must include two (2) votes of the Directors from Region 8, and with the concurrence of the Members as set forth in the voting provisions of Section 2.07 (Quorum; Required Votes; Approvals), shall adopt or amend, from time to time, Bylaws for the conduct of business, and as are necessary for the purposes hereof. The Board may also adopt, from time to time, additional resolutions, rules, regulations, and policies for the conduct of its business, and as are necessary for the purposes hereof in a manner consistent with this Agreement and the Bylaws.

Section 2.09. Annual Budget. The Board shall adopt an annual budget for each Fiscal Year. The Bylaws shall further provide for the presentation and content of the budget.

Section 2.10. Annual Operational and Fiscal Report. The Board shall cause an annual operational report and annual fiscal report to be prepared and provided to each Member Representative.

Section 2.11. Addition of New Members. Any county in the State that is not a Member and desires to become a Member shall submit a written request to the Board. The Board may approve the request in accordance with the voting provisions of Section 2.07 (Quorum; Required Votes; Approvals). All new Members are subject to the approval of two-thirds (2/3) of the Boards of Supervisors of the Members, which approval may be granted by adoption of a resolution. Upon approval by the Board and two-thirds (2/3) of the Boards of Supervisors of the Members, the county desiring to be a Member shall execute an amendment to this Agreement adding it as

a new Member. The Agreement shall be deemed amended to reflect the addition of the new Member upon execution of the amendment by the new Member.

Section 2.12. Withdrawal of Member. Any Member may withdraw from the Consortium and terminate its participation in this Agreement at the end of any Fiscal Year by adoption of a resolution of withdrawal by the Board of Supervisors of the withdrawing Member, provided that a copy of said resolution has been served on all Members by May 31st of that Fiscal Year. Upon the effective date of withdrawal, this Agreement shall be deemed automatically amended to reflect the deletion of the withdrawing Member. Withdrawal shall not relieve the withdrawing Member of any financial obligations or liability arising prior to withdrawal.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Chair and Vice-Chair. The Board shall elect from among its Directors, a Chair and Vice-Chair position. Each officer shall serve for a term of one (1) year. The Chair shall preside over Board and Member Representatives' meetings, sign all contracts on behalf of the Consortium, except as otherwise set forth in this Agreement, and shall perform such other duties as may be imposed on the Board in the Bylaws. The Vice-Chair shall sign contracts and perform all of the Chair's duties in the absence of the Chair, unless the Bylaws provide otherwise. Elections for such officers shall be held each year with terms running concurrent with the Fiscal Year.

Section 3.02. Secretary. The Board shall appoint a Secretary to the Board. The Secretary shall serve at the pleasure of the Board. The Secretary shall countersign all contracts signed by the Chair or Vice-Chair on behalf of the Consortium, unless the Bylaws of the Consortium provide otherwise. The Secretary shall cause a notice of this Agreement to be filed with the California Secretary of State pursuant to section 6503.5 of the Act and section 53051 of the Government Code. The Secretary shall be responsible to the Board for the call, noticing and conduct of the meetings pursuant to the Brown Act. The Board shall further provide for the duties and responsibilities of the Secretary in the Bylaws.

Section 3.03. Treasurer. Pursuant to section 6505.5 of the Act, the San Bernardino County Treasurer is hereby designated as the Treasurer of the Consortium. The Treasurer shall be the depository, shall have custody of all of the money of the Consortium from whatever source, and shall have the duties and obligations of Treasurer as set forth in sections 6505 and 6505.5 of the Act. As provided in section 6505.5 of the Act, given the appointment of the Treasurer, the officer performing the functions of auditor or controller shall be the San Bernardino County Auditor/Controller, who shall have the duties assigned to the auditor or controller in sections 6505 and 6505.5 of the Act, including the duty to "contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Consortium". As further provided in section 6505.5 of the Act, the San Bernardino County Board of Supervisors shall determine charges to be made against the Consortium for the services of the treasurer and auditor or controller.

Section 3.04. Officers in Charge of Records, Funds and Accounts. Pursuant to section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts,

funds and money of the Consortium and all records of the Consortium relating thereto. The Secretary shall have charge of, handle and have access to all other records of the Consortium.

Section 3.05. Legal Advisor. The Board shall select the legal advisor and counsel to the Consortium, as provided for in Section VII (Questions of Law) in the Bylaws.

Section 3.06. Other Employees. The Board shall have the power by adoption of Bylaws to appoint and employ such other employees, consultants and independent contractors as may be necessary for the purpose of this Agreement.

Section 3.07. Officers and Employees of the Consortium. As provided in section 6513 of the Act, all of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of the Consortium to the same degree and extent while engaged in the performance of any of the functions and other duties of such offices, agents or employees under this Agreement.

None of the officers, agents, or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by any of the Members or, by reason of their employment by the Board, to be subject to any of the requirements of the Members. The State Representative may not hold any office or position within Consortium.

ARTICLE IV

POWERS

Section 4.01. General Powers. The Consortium shall exercise, in the manner herein provided, the powers which are common to each of the Members, or as otherwise permitted under the Act, and, necessary to the accomplishment of the purpose, as provided in Section 2.01 (Purpose) of this Agreement. As provided in the Act, the Consortium shall be a public entity separate from the Members.

Section 4.02. Specific Powers. The Consortium is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing general powers, including but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents or employees;
- (c) to sue and be sued in its own name;
- (d) to incur debts, liabilities or obligations, provided that no such debt, liability, or obligation shall constitute a debt, liability or obligation of the Members;
- (e) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State;

(f) to invest any money in the treasury pursuant to section 6509.5 of the Act which is not required for the immediate necessities of the Consortium, as the Consortium determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to section 53601 of the Government Code; and

(g) to carry out and enforce all the provisions of this Agreement.

Section 4.03. Restrictions on Powers. Pursuant to section 6509 of the Act, the above powers shall be subject to the restrictions upon the manner of exercising the power of one of the Members, which shall be designated as San Bernardino County.

Section 4.04. Obligations of Consortium. Except as otherwise agreed to in Section 6.03 (Member's Liability for Negligence of its Employees and Contractors), the debts, liabilities and obligations of the Consortium shall not be the debts, liabilities and obligations of the Members.

ARTICLE V

CONTRIBUTIONS, ASSETS AND DISTRIBUTION UPON TERMINATION

Section 5.01. Contributions. The Members may make contributions from their treasuries for the purpose set forth in Section 2.01 (Purpose), make payments of public funds to defray the cost of such purpose, make advances of public funds for such purpose, and/or use its personnel, equipment or property in lieu of other contributions or advances. The provisions of section 6504 of the Act are hereby incorporated into this Agreement by reference.

Section 5.02. Statewide Automated Welfare System Funding Allocations. Each Member hereby agrees to contribute to the Consortium its funding allocation as defined in Welfare and Institutions Code section 10824 for the purposes stated in Section 2.01 (Purpose) herein and hereby agrees to further contribute to the Consortium any county matches as required in Section 10824, or any successor statute.

Section 5.03. Distribution of Assets upon Termination. Upon termination of this Agreement and after resolution of all debts, liabilities and obligations, all property, both real and personal, of the Consortium shall be divided among the Members proportional to that Member's overall welfare caseload as provided in Welfare and Institutions Code section 10824 and any successor statute and new welfare programs, except that any Member contributions provided under Section 5.01 (Contributions) herein shall be returned to the contributing Member. The State Representative is not eligible for such distributions.

ARTICLE VI

INDEMNIFICATION AND INSURANCE

Section 6.01. Consortium Indemnification of Members. The Consortium shall indemnify, defend and hold harmless each of the Members, and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and /or liability arising from the Consortium's acts, errors or omissions and for any costs or expenses incurred by the

Member(s) on account of any claim therefore, except where such indemnification is prohibited by law.

Section 6.02. Member Indemnification. Pursuant to the provisions of Government Code section 895 et seq., and except as provided in Section 6.01 (Consortium Indemnification of Members) herein, each Member agrees to defend, indemnify and hold harmless each other Member from any liability, claim, or judgment for injury or damages caused by any negligent or wrongful act or omission of any agent, officer and/or employee of the indemnifying Member which occurs or arises out of the performance of this Agreement.

Section 6.03. Member's Liability for Negligence of its Employees and Contractors. Except as to Member county personnel dedicated to the Consortium on a "full time basis," as this term may be defined by further agreement between the Member and the Consortium, Member agrees to be individually liable for the negligence and willful misconduct of its employees, agents and contractors, including Member county personnel contributed to the Consortium on a part-time or ad hoc basis. As to Member county personnel contributed to the Consortium on a full time basis, Member county agrees to be jointly liable in the same proportion as the Member county's proportional share of the overall caseload of the Member county as provided in Welfare and Institutions Code section 10824 or any other successor statute. Except as expressed by this provision, the Member accepts no further liability either individually or collectively for the acts or omissions of the Consortium.

Section 6.04. Insurance. The Board shall provide for insurance covering liability exposure in an amount as the Board determines necessary to cover risks of activities of the Consortium.

Section 6.05. Third Party Beneficiaries. This Agreement and the obligations thereto are not intended to benefit any party other than its Members, except as expressly provided otherwise therein. No entity not a signatory to the Agreement shall have any rights or causes of action against any party to the Agreement as a result of that party's performance or non-performance under the Agreement, except as expressly stated in the Agreement.

Section 6.06. Debts, Liabilities and Obligations.

- (a) All debts, liabilities and obligations of C-IV incurred prior to the Effective Date of this Agreement shall remain the sole responsibility of the thirty-nine (39) C-IV Counties and shall be allocated and paid in accordance with the agreed terms in effect prior to the Effective Date of this Agreement. The debts, liabilities and obligations of C-IV and each of the thirty nine (39) C-IV Counties incurred prior to the Effective Date of this Agreement shall not be allocated to Los Angeles County, unless otherwise expressly agreed to.
- (b) All debts, liabilities and obligations of Los Angeles County shall remain the sole responsibility of Los Angeles County. The debts, liabilities and obligations of Los Angeles County shall not be allocated to the thirty-nine (39) C-IV Counties, unless otherwise expressly agreed to.
- (c) All debts, liabilities and obligations of each Member shall remain the individual responsibility of the Member, unless otherwise expressly agreed to.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.01. Notices. Notices hereunder shall be in writing, and shall be sufficient if addressed to the offices listed below and shall be deemed given upon deposit into the U.S. mail, first class, postage prepaid

Alpine County	Director Health & Human Services Department County of Alpine 75-A Diamond Valley Road Markleeville, CA 96120
Amador County	Director Department of Social Services County of Amador 10877 Conductor Blvd. Sutter Creek, CA 95685
Butte County	Director Department of Employment and Social Services County of Butte P.O. Box 1649 Oroville, CA 95965
Calaveras	Director Health & Human Services Agency County of Calaveras 509 E. St. Charles Street San Andreas, CA 95249-9701
Colusa	Director Department of Health & Human Services County of Colusa 251 E. Webster Street Colusa, Ca 95932
Del Norte	Director Department of Health & Human Services County of Del Norte 880 Northcrest Drive Crescent City, CA 95531
El Dorado	Director Department of Health and Human Services Agency County of El Dorado 3057 Briw Road, Ste. A Placerville, CA 95667
Glenn	Director Health and Human Services Agency County of Glenn P.O. Box 611 Willows, CA 95988

Humboldt	Director Department of Health & Human Services County of Humboldt 929 Koster Street Eureka, CA 95501
Imperial	Director Department of Social Services County of Imperial 2995 South 4 th Street, Suite 105 El Centro, CA 92243
Inyo	Director Department of Health & Human Services County of Inyo 163 May Street Bishop, CA 93514
Kern	Director Department of Human Services County of Kern P.O. Box 511 Bakersfield, Ca 93302
Kings	Director Human Services Agency County of Kings Kings County Government Center 1400 W. Lacey Blvd., #8 Hanford, CA 93230
Lake	Director Department of Social Services County of Lake P.O. Box 9000 Lower Lake, CA 95457
Lassen	Director Community Social Services Department County of Lassen P.O. Box 1359 Susanville, CA 96130
Los Angeles	Director Department of Public Social Services County of Los Angeles 12860 Crossroads Parkway South City of Industry, CA 91746-3411
Madera	Director Department of Social Services County of Madera P.O. Box 569 Madera, CA 93639

Marin	Director Health & Human Services Department County of Marin 20 N. San Pedro Road, Suite 2002 San Rafael, Ca 94903
Mariposa	Director Human Services Department County of Mariposa P.O. Box 99 Mariposa, CA 95339
Mendocino	Director, Department of Social Services County of Mendocino 747 S. State Street Ukiah, CA 95482
Merced	Director Human Services Agency County of Merced P.O. Box 112 Merced, CA 95341-0112
Modoc	Director Department of Social Services County of Modoc 120 North Main Street Alturas, CA 96101
Mono	Director Department of Social Services County of Mono P.O. Box 2969 Mammoth Lakes, CA 93546
Monterey	Director Department of Social and Employment Services County of Monterey 1000 S. Main Street, Suite 301 Salinas, CA 93901
Napa	Director Health & Human Services Agency County of Napa 2261 Elm Street Napa, CA 94559-3721
Nevada	Director Health & Human Services Agency County of Nevada P.O. Box 1210 Nevada City, CA 95959

Plumas	Director Department of Social Services & Public Guardian County of Plumas 270 County Hospital Road, Suite 207 Quincy, CA 95971
Riverside	Director Department of Public Social Services County of Riverside 4060 County Circle Drive Riverside, CA 92503
San Benito	Director Health & Human Services Agency County of San Benito 1111 San Felipe Road, #206 Hollister, CA 95203
San Bernardino	Director Human Services Agency County of San Bernardino 385 N. Arrowhead Ave, 5 th Floor San Bernardino, CA 92415-0128
San Joaquin	Director Human Services Agency County of San Joaquin P.O. Box 201056 Stockton, CA 95201-3006
Shasta	Director Health & Human Services Agency County of Shasta 2650 Breslauer Way Redding, CA 96001
Sierra	Director Department of Human Services County of Sierra P.O. Box 1019 Loyalton, CA 96118
Siskiyou	Director Health & Human Services Agency County of Siskiyou 2060 Campus Drive Yreka, CA 96097
Stanislaus	Director Community Services Agency County of Stanislaus P.O. Box 42 Modesto, CA 95353-0042

Sutter	Director Human Services Department County of Sutter P.O. Box 1535 Yuba City, CA 95992
Tehama	Director Department of Social Services County of Tehama P.O. Box 1515 Red Bluff, CA 96080
Trinity	Director Health & Human Services Department County of Trinity P.O. Box 1470 Weaverville, CA 96093-1470
Tuolumne	Director Department of Social Services County of Tuolumne 20075 Cedar Road North Sonora, CA 95370
Yuba	Director Health & Human Services Department County of Yuba P.O. Box 2320 Marysville, CA 95901
Consortium	Two Notices Required: Consortium's Legal Advisor as identified in the Bylaws AND Consortium's Secretary

The Members and Consortium may change the above addresses for notice purposes by written notification as provided above to each of the other Members and the Consortium. Meeting notices and general correspondence may be served electronically.

Section 7.02. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State, and is to be so construed.

Section 7.03. Amendments. This Agreement may be amended at any time, or from time to time, by one or more supplemental agreements executed by mutual agreement of two-thirds (2/3) of the Boards of Supervisors of the Members hereto, which must include the mutual agreement of the Board of Supervisors from Los Angeles County.

Section 7.04. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 7.05. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members, respectively. None of the Members may assign any right or obligation hereunder without the written consent of the others.

Section 7.06. Section Headings. All article and section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 7.07. Multiple Counterparts. This Agreement is executed in multiple counterparts, any one of which shall be deemed an original for any purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MONO

By: _____
Stacy Corless, Chair
Board of Supervisors

Date: _____

Attest:

By: _____

Approved As to Form
MONO COUNTY COUNSEL

By: Stacey Simon
Stacey Simon

County Counsel
(Title)

Date: 5/3/17

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CALIFORNIA AUTOMATED
CONSORTIUM ELIGIBILITY SYSTEM AND THE
COUNTY OF Mono**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the California Automated Consortium Eligibility System (hereafter "Consortium"), a California Joint Powers Authority, and the County of Mono (hereafter "County"), a member county (hereafter "Member" or collectively with other members of the Consortium, "Members") of the Consortium (hereafter, collectively, "the Parties").

RECITALS

- I. WHEREAS, the Consortium was previously known as the California Statewide Automated Welfare System Consortium IV (hereafter "C-IV Consortium") with thirty-nine county members ("hereafter, collectively, "the 39 Counties").
- II. WHEREAS, the 39 Counties and Los Angeles County are or will be Members of the Consortium pursuant to the Amended and Restated Joint Exercise of Powers Agreement ("JPA Agreement"), with an effective date of September 1, 2017.
- III. WHEREAS, the C-IV Consortium previously entered into an agreement with a primary vendor (hereafter "the C-IV Agreement") to provide the necessary equipment and services for an automated system (hereafter "the C-IV System") utilized by the 39 Counties.
- IV. WHEREAS, Los Angeles County previously entered into an agreement with a primary vendor (hereafter "the LRS Agreement") to provide the necessary equipment and services for an automated system known as the Leader Replacement System (hereafter "the LRS").
- V. WHEREAS, the Consortium's purpose is to oversee the design, development, implementation, operation, maintenance and migration of the Members to an automated welfare system known

as the California Automated Consortium Eligibility System (hereafter "CalACES") that will be jointly designed by the Members , as required by California Assembly Bill ABX1 16 (2011) and codified in Welfare and Institutions Code section 10823.

- VI. WHEREAS, Los Angeles County will continue to use the LRS and the 39 Counties will continue to use the C-IV System until the migration of the Members to CalACES is complete.
- VII. WHEREAS, the purpose of this MOU is to delineate the areas of understanding and agreement between the Consortium and the Members regarding matters related to the administration and fulfillment of the Consortium's purpose.
- VIII. WHEREAS, this MOU is conditioned on the Consortium entering into the same MOU terms and conditions with all other Members, and supersedes all prior MOUs concerning the same subject matter contained herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

I. DEFINITIONS

As used in this MOU, the following words and terms shall have the meanings described below, unless otherwise defined elsewhere in this MOU:

1.1. "Advance Planning Document" (APD): A federally required document that is used by states to inform the federal agencies of their intentions related to federally funded programs, and request approval and funding to accomplish their needs and objectives. The term APD refers to a Planning APD, Implementation APD, or to an Advance Planning Document Update.

1.2. "Central Equipment": Is that equipment for which the Consortium is authorized by the State of California to assume responsibility for refresh. The Consortium shall have responsibility to refresh (replace or upgrade) all such equipment. All equipment not designated as "Local Equipment" is Central Equipment. The physical

location of the equipment is not relevant to the designation "Central".

1.3. "Consortium – Auditor-Controller Agreement": Is any agreement, as may be revised from time to time, between the Consortium and one of its Members to fulfill the fiscal and audit function as Auditor-Controller for the Consortium.

1.4. "Consortium Staff": Consists of employees of the Consortium, employees of Members contributed to the Consortium, and contractors and agents designated by the Consortium.

1.5. "Consortium's Secretary": The Secretary of the Consortium's Board of Directors in charge of all records of the Consortium.

1.6. "Consortium's Treasurer": The treasurer of the Consortium shall be as specified in the JPA Agreement. The Consortium's Treasurer is responsible for the depository, disbursements and accountability of all the accounts, funds and money and all records relating thereto.

1.7. "Cost Allocation Plan": A methodology for distributing costs to benefiting programs in accordance with federal, state and county sharing ratios.

1.8. "County Personnel": County employees, contractors or agents responsible for task(s) necessary to the Project.

1.9. "County Purchased Software": Licenses to software applications purchased separately by County and installed upon Local Equipment. County Purchased Software does not include Original Equipment Manufacturing (OEM) operating system software provided by the Consortium for use in the System(s), as defined below. All County Purchased Software must be configured to be compatible with Consortium purchased software and shall be approved by Consortium prior to its installation and use on Local Equipment purchased or provided under this MOU. Maintenance of County Purchased Software and management of its use in a manner consistent with its licensing is the sole responsibility of County.

1.10. "County Site(s)": The location(s) in the County for the equipment, software and Project Staff activities designated as necessary to the Project.

1.11. "Data": The Consortium and County records, files, forms, and other information that are currently or will be processed on the System(s).

1.12. "Deliverables": Products, including but not limited to, equipment and software, provided to the Consortium and the County pursuant to agreements with vendors or otherwise necessary to the Project.

1.13. "Executive Director": The individual chosen by the Consortium with responsibilities for the management of the Project for the Consortium.

1.14. "Impaired Device": Any equipment that is used by a Member on the System(s) and which has become, whether by damage or other reason, incapable of performing its intended purpose.

1.15. "Local Equipment": Is that equipment that (1) was obtained for the System(s) use, (2) is located on County Sites, and (3) the Consortium is not authorized by the State of California to assume responsibility for refresh, replace or upgrade.

1.16. "Network(s)": The telecommunications lines, equipment, software, and services for transmitting Data and other information as required by the needs of the System(s).

1.17. "Original Equipment Manufacturing" or "OEM": Is that operating system software license that is provided with the workstation and laptop equipment, for which the right to use the license is vested with the owner of the applicable equipment.

1.18. "Primary Project Vendor": The vendor who is working or will be working on the System(s) pursuant to the applicable agreement(s), as approved by the Consortium.

1.19. "Primary Project Vendor Staff": Employees, contractors

and agents of the Primary Project Vendor dedicated to the Project who are working on the System(s).

1.20. "Project": Work related to the design, development, implementation, operation, maintenance of the System(s) and migration of the Members to CalACES, and the related activities of the Parties thereto.

1.21. "Project Staff: The Consortium Staff, County Personnel, and vendor staff performing task(s) necessary to the Project.

1.22. "Quality Assurance and Other Agreements": Those agreements between the Consortium and its quality assurance vendor(s) or other project vendors to provide quality assurance, project management, planning, support, verification and validation services for the System(s).

1.23. "Region": County or Counties grouped together for purposes of representation as defined in the Consortium's Bylaws.

1.24. "Regional Project Manager(s)": The person(s) responsible for the day to day oversight of the Project in a particular Region.

1.25. "Separate Services": Services which are related to the System(s), obtained by Counties from the Primary Project Vendor, or other project vendors.

1.26. "Software": Software and software licenses purchased by the Consortium for the System(s) use, and software and software licenses procured under Section 4.2 (County Hardware and Software License Purchases). Consortium retains possession of and title for, and responsibility for refresh of, all Software licensing agreements purchased by the Consortium but may grant use permission to Member in a manner consistent with this MOU.

1.27. "System(s)": Individually, or collectively, the complete collection of equipment, Software, other required software, and Networks for the C-IV System, LRS and/or CalACES.

1.28. "Work Plan(s)": The plan and delineation of Tasks, Subtasks, activities and events to be performed, Deliverables to be

produced and associated resource requirements with regard to the Project as accepted and agreed upon between the Primary Project Vendor and the Consortium, subject to modification from time to time.

II. COUNTY

2.1. Dedication of Personnel. The County, within its sole discretion, agrees to undertake best efforts to provide County Personnel to the Project as required by the Project's needs, applicable Work Plan(s) or as otherwise necessary to fulfill the Consortium's purpose. County Personnel provided to the Project or the Consortium under this provision will be provided subject to the following terms and conditions:

2.1.1. The rendition of the services performed by County Personnel, the standards of performance, the discipline of its employees, and other matters incident to the performance of such services and the control of County Personnel so engaged in these services shall remain with the County. The County and the Consortium shall agree to the scope of services to be performed by each County Personnel.

2.1.2. The County will be responsible for all payroll, personnel and other administrative functions for its employees assigned to perform services for the Consortium hereunder.

2.1.3. At the start of the Consortium assignment, the County, or the Consortium, with consent from County, will provide functional supervision of County Personnel assigned, specify their duties, establish working hours, and other matters incidental to the supervision of the County Personnel.

2.1.4. In the event of a dispute between the County and Consortium as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the Consortium shall be consulted and a mutual determination thereof shall be made by both the County and the Consortium. However, the County, in an unresolved dispute, shall have final and conclusive determination as between the Parties hereto.

2.1.5. For and in consideration of the services to be performed by the County Personnel for the Consortium under this MOU, the Consortium shall pay the County for said services according to the hourly prevailing direct salary and employee benefit costs as determined by the County for the current applicable fiscal year. Annual rate adjustments shall be made pursuant to methods employed according to the policies and procedures established by the County.

2.1.6. County shall render to the Consortium a summarized monthly invoice which details all services performed under this MOU, and the Consortium shall pay County within sixty (60) days after date of said invoice.

2.1.7. Payment for said services shall be made by check or money order payable as directed on the monthly invoice, or other method as determined by the County.

2.1.8. If such payment is not delivered to the County office that is described on said invoice within sixty (60) days after the date of the invoice, the invoices will be deemed uncollectible and may be forwarded for appropriate action.

2.1.9. Both Parties hereto in the performance of this Agreement shall act as independent contractors and not as agents, employees, partners, joint venturers, or associates of one another.

2.1.10. The Consortium shall not assume any liability for the direct payment of any salaries, wages, retirement benefits, workers' compensation insurance, or other compensation to any County Personnel performing services hereunder.

2.1.11. County and Consortium agree to be liable for the negligence and willful misconduct of its employees, agents and contractors as set forth in Section 6.03. (Member's Liability for Negligence of its Employees and Contractors) of the JPA Agreement.

2.1.12. Notwithstanding any provision hereof to the contrary, the County or the Consortium may return County Personnel back to County for any reason upon notice in writing to the other party of not

less than sixty (60) days prior thereto, unless the Parties agree otherwise.

2.2. Access to County Site(s) and Facilities. County agrees to make available and provide access to County Sites and facilities to Project Staff as necessary for the operation and administration of the System(s) in accordance with the County's administrative and security rules and regulations. County reserves the right to refuse the Consortium Staff or Project Staff member access to County Site(s) or facilities where, in its sole discretion, the County determines that access should be refused or terminated for reasons of public health, welfare and safety or to avoid disruptions to County operations.

2.3. Release of Information to Auditor/Controller. The County acknowledges that the Consortium - Auditor/Controller Agreement sets forth certain procedures for the disclosure of records of the County to the Auditor/Controller and the Executive Director as the Auditor/Controller deems necessary to resolve any funding, invoice, records, accounting or audit related issues, to the extent allowed by law. Therefore, the County agrees to use commercially reasonable efforts to comply with these procedures and, further, shall cooperate with the Consortium and Auditor/Controller in complying with any changes or modifications of these procedures, as may be necessary from time to time.

III. CONSORTIUM

3.1. Compliance with County Rules. The Consortium agrees that all Project or other Consortium activities occurring at County Site(s) or facilities will occur in a manner consistent with the County's rules and regulations.

3.2. Risk of Loss for Deliverables. Until accepted by County under the procedures established by the Parties pursuant to Section 4.4 (Development of Procedures for Acceptance/Rejection of Deliverables) herein, Consortium agrees that any risk of loss or damage for the Deliverables shall be borne solely by the Consortium.

3.3. Liability to County. The Consortium agrees to be liable for any loss, destruction or damage caused by the Consortium to County

operation or property by Consortium. Upon such loss, destruction of, or damage the County shall notify the Executive Director and shall take all reasonable steps to protect against further loss, destruction, or damage caused by Consortium.

3.4. Minimize Project Impact on County's Operations. The Consortium agrees to ensure that Project activities at County Site(s) and facilities shall be done in a manner that will minimize interference with the normal activities and operations of the Member and shall keep County Site(s) and facilities safe, clean and orderly at all times.

3.5. Right to Use System(s) Information and Data. The Consortium agrees that the County shall have unlimited rights to use, disclose, duplicate, or publish all System(s) information and Data relating to County that is developed, derived, documented, or furnished by Consortium, upon notification by County to the Executive Director as to the reason for such use of said System(s) information and Data. Such Data shall include all results, technical information, and materials developed for and/or obtained by Consortium and retained to fulfill its purpose, including, but not limited to, all reports, surveys, plans, charts recordings (video and/or sound), pictures, drawings, analysis, source and object code, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the Project, but only as it relates to the County or is Data that is meant for distribution to, or for access by, all Members of the Consortium. To the extent that County requires access to System(s) information and Data relating to another Member(s) of the Consortium, County shall seek permission from such Member(s) and shall enter into all appropriate confidentiality and non-disclosure agreements, if required, and comply with all confidentiality and security requirements of such Member(s). The County's use of Consortium information and Data shall not apply, and the County shall have no right, to title and interest in or to any Consortium's vendors confidential and proprietary information.

3.6. Cooperation with County Risk Management Assessment. The Consortium agrees to cooperate and share its records and information with the County as necessary for the County to conduct an adequate risk of liability assessment(s) and develop an appropriate risk

of liability management plan(s) as to Project activities occurring at County Sites and facilities or otherwise in connection with the County's participation in the Consortium.

IV. MUTUAL RESPONSIBILITIES

4.1. Fiscal Responsibilities and Claiming

4.1.1. The Consortium's Auditor-Controller shall act as the fiscal agent for the Consortium and perform accounts payable functions that relate to vendor billings and overall project costs, including Separate Services and hardware and/or Software purchased by the County. The Consortium will invoice each County as agreed for the specific costs incurred in accordance herewith. At a minimum, invoicing will be quarterly, except by mutual agreement.

4.1.2. Unless otherwise agreed upon by the Consortium Executive Director or designee, the County will be responsible for the costs of hardware, and/or Software and associated maintenance for new County Sites or the expansion of existing County Sites, changes in County network models, refresh of existing hardware and/or Software (as deemed necessary by the County), Separate Services requested by the County and other changes the County deems necessary. The County will prepare and submit Advance Planning Documents (APDs) to the State for approval of these items, except as otherwise agreed upon by the Consortium as above, subject to oversight by the Office of System Integration (OSI) or applicable State APD department.

4.1.3. The Consortium will allocate the project budget to each Member and each of the Counties will be required to pay its applicable share of budget, in accordance with Section 4.1.4 hereof and Section 5.02 (Statewide Automated Welfare System Funding Allocations) of the JPA Agreement, at the time and in the manner specified by the Consortium. Such County Project costs will be paid to the Consortium or State as directed by the Consortium. The Consortium will continue to evaluate total Consortium expenditures and budget variances. The annual budget requests and updates will be prepared by the Consortium along with County Personnel.

4.1.4. Administrative Costs (also known as unfunded costs) are costs properly incurred by the Consortium but designated by the

State of California as ineligible for reimbursement to the Consortium by the State, including the County share as determined by the appropriate Cost Allocation Plan to be applied to that cost as approved by the State. On or before April 1st of each year, the Consortium, with the concurrence of the Consortium's Member representatives as defined in Section 2.07 (Quorum; Required Votes; Approvals) of the JPA Agreement, will approve a schedule of Administrative Costs for the upcoming fiscal year (July 1st through June 30th). The Consortium will give County notice of the approved schedule within ten days after such approval.

A. County hereby agrees to contribute to the Consortium its share of Administrative Costs, as determined by the Consortium, in advance pursuant to California Government Code section 6504.

B. County shall also contribute an amount equal to any penalties, fines, finance charges, interest or other costs that may result in the event County's tardy payment(s) result in insufficient funds to pay the Consortium's expenses when due.

4.1.5. If, during the term of this MOU, the County is unable to appropriate sufficient funds, or is otherwise unable to meet its financial obligations under this MOU, and there are no other legal procedures or available funds by or with which such obligations can be met, County shall have the right to terminate this MOU and withdraw its membership from the Consortium effective as of the end of that fiscal year by adoption of a resolution of withdrawal by County's Board of Supervisors, provided that a copy of said resolution has been served on all other Members by May 31st of that fiscal year, as provided for in Section 2.12 (Withdrawal of Member) of the JPA Agreement. Withdrawal under this subsection shall not relieve the County of any financial obligations or liabilities arising prior to the effective date of the withdrawal.

4.2. County Hardware and Software License Purchases.

4.2.1. This section pertains to County hardware and software purchases, initiated by the County that enables the County, to acquire Local Equipment and/or Software through the Consortium and to contribute to the cost of Central Equipment needed for County use. Any applicable terms, conditions, and limitations of any agreements

that provide for such purchases, shall remain applicable.

4.2.2. Unless otherwise agreed by the Executive Director or designee, the County will prepare and submit to the Consortium a change order to request a cost estimate for hardware and/or Software licenses and associated maintenance. This request will identify the number of units of hardware and/or Software licenses anticipated for each County Site. The request will specify any special needs or considerations for the items requested. These special needs may include, but are not limited to, monitor sizes, configurations, ergonomics, specialized software, or color printers. The request will also identify whether the County will install all, some, or none of the items requested and whether the County will provide any ongoing technical support that may be necessary.

4.2.3. Upon receiving a change order request from the County for hardware and/or Software licenses, the Consortium will forward the change order to the Primary Project Vendor for a cost estimate that will be provided in accordance with the procedures in the Consortium agreements with the Primary Project Vendor, including estimates with all appropriate costs for the items specified in the request as well as all other hardware and/or Software licenses and hardware maintenance that is necessary to ensure compliance with Consortium specifications. Such other hardware may include, but is not limited to, network and Central Equipment, such as switches, routers, and servers. The Consortium Staff will forward the estimate to the appropriate County Staff following receipt of the estimate from the Primary Project Vendor Staff.

4.2.4. Once the applicable APD is approved, the County will be responsible for providing written approval, from the State, of the cost estimate to the Consortium. The Consortium will not take any steps to authorize the procurement of the hardware and/or Software licenses until such written authorization is provided. Any increases in the cost estimate must also be approved in writing by the County.

4.2.5. The Consortium Staff will authorize the purchase of the hardware and/or Software licenses after approval of the cost estimate from the Member. The Project Staff will ensure that the requested items are ordered in a timely manner and in compliance with the approved cost estimate.

4.2.6. All Local Equipment and hardware procured under this MOU will become County property unless otherwise agreed to by the Executive Director or designee and County. All Software licenses which are purchased by Consortium for use with the System(s) shall be retained by the Consortium and County will be granted permission to use the Software pursuant to such licenses, unless otherwise agreed to by the Executive Director or designee and County. County shall be responsible to Consortium for costs associated with acquisition of Software licenses required for County use which are purchased through the Consortium. The County will track and manage property in accordance with mutually agreed upon inventory and accounting practices and procedures identified in the System Operations and Support Plan (hereafter "SOSP"). If County and Consortium are unable to agree upon inventory and accounting practices and procedures, County shall track and manage property in accordance with its inventory and accounting practices and procedures. The Consortium shall provide operational support of all hardware in accordance with Consortium procedures and the county network model, unless otherwise agreed to by the Executive Director or designee and Member.

4.2.7. The County will be responsible for the installation of all electrical and data cabling to support any necessary additional hardware at the County Site(s) unless otherwise agreed to by the Executive Director or designee. Electrical cabling will be installed in compliance with the County's current practices for such installations. Data cabling will be installed and tested per the standards identified in the SOSP. Data cabling test results will be provided to the Consortium for their review.

4.2.8. The County will be responsible for the costs associated with the ordering and installation of data circuits between the local County Site(s) and the applicable data centers, unless otherwise agreed by the Executive Director or designee. The County will work with the Primary Project Vendor Staff to ensure that the data circuit is of appropriate bandwidth in accordance with Consortium specifications.

4.2.9. Following the receipt, installation and acceptance of the hardware and/or Software licenses, the County will transfer to the Consortium an amount sufficient to satisfy the Consortium's actual expenditures for the hardware and/or Software licenses based on

invoice documentation provided by the Consortium.

4.3. Separate Services.

4.3.1. The County may, at its sole discretion, prepare and submit to the Consortium a change order to request Separate Services to be performed by the Primary Project Vendor or other project vendors. This request will identify the type(s) of Separate Services sought for each County Site and specify any special needs or considerations for the requested Separate Services. The Consortium, upon receiving a change order request, will forward the change order to the Primary Project Vendor or other project vendors for a cost estimate, including estimates with all appropriate costs for the services specified in the request. The Consortium will also ensure that such services are appropriately related to the System(s). Any applicable terms, conditions, and limitations of any agreements that provide for such services shall remain applicable.

4.3.2. The County and Consortium will ensure that such Separate Services are performed in a timely manner and in compliance with the cost estimate provided by the Primary Project Vendor or other project vendors. The County will communicate with the Consortium regarding the progress of the Separate Services and any issues that may affect the Consortium or the System(s).

4.4. Development of Procedures for Acceptance/Rejection of Deliverables. The Parties agree to develop and implement procedures for the timely acceptance or rejection of Deliverables that may need to be reviewed by Member as necessary for the Project.

4.5. Ownership of Accepted Deliverables. The Parties agree that all rights, titles and interests to Deliverables accepted by County pursuant to the procedures developed as called for under Section 4.4 (Development of Procedures for Acceptance/Rejection of Deliverables) shall not pass to the County except as defined by this MOU or further agreed to in writing.

4.6. Sharing of Business Records. Notwithstanding Section 2.4 (Fiscal Responsibilities and Claiming) herein, and that not otherwise limited/restricted/prohibited by law or applicable privilege, to ensure financial accountability of the Consortium and County, the Parties

agree to cooperate in the disclosure to the other Members all business records, including, but not limited to, certified copies of records of all accounts, funds and monies for the Project.

4.7. Access to Books and Records by Regulatory Agencies.

The Parties agree to maintain and make available for inspection sufficient records, files, documentation that are not otherwise limited/restricted/prohibited by law or applicable privilege, necessary in the case of audit by the State or Federal, or other regulatory agency.

4.8. Dispute Resolution. The Parties agree that the resolution of any dispute between them related to Consortium business, whatsoever, shall be sought through the following procedures:

4.8.1. The Parties shall use their reasonable best efforts to resolve disputes arising in the normal course of business at the lowest organizational level between the Party's staff with appropriate authority to resolve the disputes. When a dispute arises between the Consortium and the County that cannot be resolved in the normal course of business, the Executive Director and County Director will work in good faith to resolve the dispute. If the Executive Director and County Director cannot resolve the disputed issue (s) within five business days, the matter shall be escalated to the Board of Directors of the Consortium for resolution.

4.9. No Alteration of JPA. The Parties agree that entering into this MOU or performing as provided hereunder shall not in any way change the obligations, rights or authority of the Parties as set forth in the JPA Agreement establishing the Consortium between the Counties. Should any provision of this MOU conflict with any provision of the JPA Agreement, the provision of the JPA Agreement shall prevail.

4.10. Transfer of Impaired Devices.

4.10.1. Transfer of Impaired Devices.

A. Transfer of Impaired Devices. County conveys, assigns and transfers to Consortium, and Consortium hereby accepts from County, all right, title and interest of County in and to all of the Impaired Devices on the terms and conditions set forth herein. County is responsible for removing all County Purchased Software and Data

prior to the transfer of an Impaired Device to the Consortium, to the extent possible. County hereby authorizes Consortium to remove any and all County Purchased Software and Data if County is unable to remove prior to transfer.

B. Liability for Impaired Devices. Consortium shall be responsible for any liabilities or obligations associated with or related to the Impaired Devices that occur after the Impaired Device transfer date.

4.10.2. Transfer Events.

A. County to Consortium. The transfer of each Impaired Device from County to Consortium shall be effective on an ongoing basis, when Consortium and County execute an equipment transfer.

4.10.3. Disclaimers of Representations and Warranties.

A. County. COUNTY IS TRANSFERRING, ASSIGNING AND CONVEYING THE IMPAIRED DEVICES ON AN "AS IS" BASIS TO CONSORTIUM. COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE IMPAIRED DEVICES AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE FOR THE IMPAIRED DEVICES, AS WELL AS ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE. COUNTY DOES NOT REPRESENT OR WARRANT THAT THE IMPAIRED DEVICES WILL MEET CONSORTIUM'S REQUIREMENTS, OR THAT THE IMPAIRED DEVICES WILL BE FREE FROM DEFECTS, DEFICIENCIES, PROBLEMS OR ERRORS.

THIS DISCLAIMER IS NOT INTENDED TO VOID ANY WARRANTIES THAT MAY BE AVAILABLE FROM THE MANUFACTURER OR SELLER OF THE IMPAIRED DEVICES, WHICH SHALL PASS TO THE CONSORTIUM AS APPROPRIATE.

B. Manufacturer's Warranties. The disclaimers in

Sections 4.10.3 above notwithstanding, each party assigns to the other party all of the manufacturer's warranties and indemnities relating to the Impaired Devices transferred pursuant to the provisions set forth herein. Such assignment shall take effect upon the applicable transfer date and is subject to all of the terms and conditions imposed by the manufacturers.

4.10.4. Limitations of Liability and Exclusive Remedies.

A. Limitations and Disclaimers of Liability. In no event shall County, Consortium, the Members comprising Consortium, or their contractors, agents, officers, directors, or employees be liable for any losses, expenses, claims or damages of any kind or nature including, but not limited to, direct, indirect, consequential, special or incidental damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business opportunity, loss of business information, or other pecuniary loss) arising out of the use or inability to use the Impaired Devices, any breach of this property transfer by either party, or any other matter hereunder, even if a party has been advised of the possibility of such damages.

B. Exclusive Remedy of Consortium. Consortium acknowledges that County is providing the Impaired Devices as required under applicable state policy and Consortium agrees that Consortium's sole and exclusive remedy for any inability to use an Impaired Device or any other matter under this property transfer shall be that Consortium shall pursue any remedy that has been transferred or assigned by County from the Impaired Device's manufacturer.

4.10.5. Responsibility for Software Licenses.

A. County. County is responsible for removing all County Purchased Software prior to the transfer of an Impaired Device to the Consortium, to the extent possible. County hereby appoints Consortium as County's agent for the sole purpose of removing any County Purchased Software contained on any and all Impaired Devices County transfers to Consortium, if County is unable to remove prior to transfer.

Subject to the provisions of Section 4.2.6 herein, County shall retain all rights and obligations associated with any license to County

Purchased Software contained on any Impaired Device that County transfers to Consortium.

B. Consortium. Consortium shall, acting as agent of the County, remove any and all County Purchased Software from Impaired Devices that Consortium receives from County, if County is unable to remove prior to transfer. Consortium shall not acquire any rights or obligations associated with any license to County Purchased Software contained on any Impaired Device that Consortium receives from County.

4.10.6. Expenses. Each party shall pay their own expenses and fees incidental to the preparation and execution of this property transfer and the obtaining of necessary approvals thereof, including fees and expenses of its counsel, accountants and other experts.

V. TERM/TERMINATION/MODIFICATIONS

5.1 Term. The MOU shall commence on September 1, 2017 ("Effective Date") and shall remain in effect so long as the Member is a member of the Consortium, unless terminated as specified herein.

5.2 Condition Precedent-State and Federal Funding. The Parties agree that their respective obligations under this MOU are contingent upon State and Federal financial participation in the Project and the Consortium. In the event that such funds are not forthcoming for any reason, either Party shall notify the other and shall have the right to terminate the MOU.

5.3 Termination of Consortium or County's Consortium Membership. The MOU shall immediately terminate upon the termination of the Consortium's Joint Powers Authority or County's membership in the Consortium's Joint Powers Authority.

5.4 Debts and Liabilities Upon Termination. Should this MOU terminate as provided herein, the debts, liabilities, and/or obligations of the Consortium shall remain those of the Consortium.

5.5 Entire Agreement/Amendments. This MOU constitutes the entire MOU between the Parties hereto with respect to the subject matter hereof and all prior or contemporaneous MOUs or other

agreements of any kind or nature relating to the same shall be deemed merged herein. Except as provided herein, any modifications to, or termination of, this MOU must be in writing and signed by the Parties.

VI. MISCELLANEOUS PROVISIONS

6.1 Notices. Written notices provided hereunder shall be sufficient addressed to the offices listed below and shall be deemed given upon deposit in the U.S. mail, first class, postage prepaid.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Mono

By:

Stacy Corless, Chair
Board of Supervisors

Approved As to Form
Mono County Counsel

By:


Stacey Simon

(Title)

Attest:



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2017

Departments: Public Works - Road

TIME REQUIRED

SUBJECT FY 16/17 RSTP Road Funding Agreement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Annual funding through the Regional Surface Transportation Program (RSTP) is a major source of revenue for Mono County's road maintenance programs. This exchange agreement allows the State to forward non-federal highway apportionments directly to the Road Fund and the County maintains total control of how the funds are expended.

RECOMMENDED ACTION:

Approve and authorize Chair's signature on the FY16/17 Federal Exchange and State Match Agreement for allocation of Federal Surface Transportation Program Funds through the State's regional Surface Transportation Program. Provide any desired direction to staff.

FISCAL IMPACT:

\$329,725 revenue to Public Works' Road Fund.

CONTACT NAME: Jeff Walters

PHONE/EMAIL: 760.932.5459 / jwalters@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> FY 16-17 RSTP Road Funding Agreement - BOS stff rpt
<input type="checkbox"/> Exhibit A - FY 16-17 RSTP State Match Exchange Agreement- State Contract

History

Time

Who

Approval

5/24/2017 5:13 PM	County Administrative Office	Yes
5/25/2017 4:21 PM	County Counsel	Yes
5/31/2017 7:29 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: June 7, 2017
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Public Works Director / Director of Road Operations and Fleet Services
Subject: FY16/17 RSTP Road Funding Agreement

Recommended Action:

Approve and authorize Chair's signature on the FY16/17 Federal Exchange and State Match Agreement for allocation of Federal Surface Transportation Program Funds through the State's Regional Surface Transportation Program.

Fiscal Impact:

\$329,725 revenue to Public Works' Road Fund.

Discussion:

The annual funding through the Regional Surface Transportation Program (RSTP) apportionment is a major source of revenue for Mono County's road maintenance programs. Although the amount is based on a statewide formula that has not increased over the years, the RSTP funding and the annual gas tax apportionment continue to be one of the foundations of Public Works' Road Division. The exchange agreement allows the State to forward non-federal highway apportionments directly to the Road Fund and the County maintains total control over how those funds are expended.

The Federal Apportionment Exchange Program and State Match Agreement, a copy of which is enclosed with this report as Exhibit A, will authorize the exchange of federal highway funds for state highway funds. The proposed exchange is made available to rural counties on an annual basis and provides the Road Fund with a more flexible, less complicated funding source.

If you have any questions regarding this item, please contact me at 760.932.5459 or by email at jwalters@mono.ca.gov.

Respectfully submitted,

Jeff Walters,
Public Works Director / Director of Road Operations and Fleet Services

Attachments: Exhibit A – Agreement No. X17-5947(055)

**DEPARTMENT OF TRANSPORTATION**

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3883
Fax (916) 654-2408

April 28, 2017

File : 09-MNO-0-CR
X17-5947(055)
Mono County 2016/2017

Mr. Jeff Walters
Director of Public Works
Mono County
P.O. BOX 457
Bridgeport, CA 93717



Subject: 2016/2017 State Match Program

Dear Mr. Walters:

Enclosed are two original agreements for the Fiscal Year 2016/2017 State Match Program.

Please sign both copies of the Agreement and return them to:

Department of Transportation
Division of Local Assistance
P.O. Box 942874, MS # 1
Sacramento, CA 94274-0001

When we receive your signed agreements, they will be executed and one original returned to your Agency. Once you receive the executed agreement, forward your invoice directly to the District Local Assistance office.

If you need additional information regarding the program, please refer to Chapter 18 of the Local Assistance Program Guidelines. Please contact La Sharon Allen (916) 653-6750 if you have any questions.

Adam Ambrosini
ADAM AMBROSINI, Acting Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosures

c: OLP AE Project Files
(09) DLAE - Forest Becket

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM
CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

09 MONO
District County

Agreement No. X17-5947(055)
AMS Adv ID:0917000058

THIS AGREEMENT is made on _____, by the COUNTY of MONO , a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign apportionments made available to COUNTY for allocation to transportation projects under the "Moving Ahead for Progress in the 21st Century Act" (MAP-21), as modified in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP) funds] in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP under Section 182.6(g), COUNTY agrees to assign to STATE:

\$229,725.00 from the eligible portion of its estimated annual minimum RSTP Apportionment for Fiscal Year 2016/2017.

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP apportionment.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance		
	Accounting Officer	Date 4/20/2017 \$ 229,725.00

B. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$100,000.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2016/2017.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed \$329,725.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget

Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within such other period as may be agreed in writing between the parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized

DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA
Department Of Transportation

COUNTY OF MONO

Office of Project Implementation
Division of Local Assistance
Date:

Chair, Board of Supervisors
Date:



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2017

Departments: Community Development, County Counsel

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Groundwater Sustainability Agency
Election for Fish Slough Area

AGENDA DESCRIPTION:

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

Proposed resolution declaring County's intention to serve as the Groundwater Sustainability Agency for those portions of the Fish Slough sub-basin of the Owens Valley Groundwater Basin that are within Mono County in the event such sub-basin is designated a medium, high or very high priority basin.

RECOMMENDED ACTION:

Adopt proposed resolution #R17-___, A resolution of the Mono County Board of Supervisors, indicating its intention to serve as the Groundwater Sustainability Agency for those portions of the fish slough sub-basin that are located within Mono County in the event such sub-basin is designated as a medium, high, or very high priority groundwater basin. Provide any desired direction to staff.

FISCAL IMPACT:

None at this time.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
Resolution

History

Time

Who

Approval

5/24/2017 5:08 PM	County Administrative Office	Yes
5/25/2017 4:16 PM	County Counsel	Yes
5/31/2017 7:28 AM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputy County Counsel
Anne M. Larsen

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Senior

To: Board of Supervisors

From: Stacey Simon, Wendy Sugimura, Michael Draper

Date: June 7, 2017

Re: Resolution regarding inclusion of Fish Slough in Mono County
GSA

Recommended Action

Adopt Resolution R17-___, indicating County's intention to serve as the Groundwater Sustainability Agency for those portions of the Fish Slough sub-basin of the Owens Valley Groundwater Basin that are within Mono County, in the event such sub-basin is designated as a medium, high or very high priority groundwater basin.

Focus Area(s) Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Fiscal Impact

None at this time.

Discussion

On April 11, 2017, your Board adopted Resolution R17-32 declaring the County's intention to serve as the groundwater sustainability agency (GSA) for those portions of the Owens Valley Groundwater Basin within Mono County but outside the boundaries of the Tri-Valley Groundwater Management District. The Board took this action as a protective measure to avoid State intervention in the Basin, which is designated as a medium priority basin and therefore must have a GSA in place by June 30, 2017.

In October of 2016, the Fish Slough area was identified by the Department of Water Resources (DWR) as a sub-basin of the Owens Valley Groundwater Basin, and a basin boundary adjustment was made. However, the newly-recognized Fish Slough sub-basin has not yet been given a priority ranking by DWR.

Recently, DWR indicated that, notwithstanding the fact that it has not been given a priority ranking, the Fish Slough sub-basin may need to be included within the County's GSA to avoid State intervention. While this statement is equivocal and may be incorrect, it is certainly the case that if the sub-basin were ranked as medium priority or higher, the lack of its inclusion in the County GSA would subject the basin to State intervention.

Accordingly, it is recommended that your Board adopt the proposed resolution indicating that, if the Fish Slough sub-basin is ranked medium or higher, it is included within the County GSA.

If you have any questions on this matter prior to your meeting, please call me at 924-1704 or 932-5417 or call Wendy Sugimura at 760-924-1814.

Encl.

Proposed resolution



R17-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
INDICATING ITS INTENTION TO SERVE AS THE GROUNDWATER
SUSTAINABILITY AGENCY FOR THOSE PORTIONS
OF THE FISH SLOUGH SUB-BASIN OF THE OWENS VALLEY
GROUNDWATER BASIN THAT ARE LOCATED
WITHIN MONO COUNTY IN THE EVENT SUCH SUB-BASIN
IS DESIGNATED AS A MEDIUM, HIGH, OR VERY HIGH PRIORITY
GROUNDWATER BASIN**

WHEREAS, the County of Mono (the “County”) is a local agency with water management and land use responsibilities within the meaning of California Water Code section 10721 (part of the Sustainable Groundwater Management Act of 2014 (SGMA)) and is therefore eligible to serve as a Groundwater Sustainability Agency (GSA) under section 10723 of the Act; and

WHEREAS, the County overlies portions of the Owens Valley Groundwater Basin, delineated in the Department of Water Resources’ (DWR) Bulletin 118 as Basin Number 6-012 (the “Basin”); and

WHEREAS, SGMA provides for local agencies to elect to serve as Groundwater Sustainability Agencies (GSA) for basins ranked medium, high, or very high priority by DWR by June 30, 2017, and prepare a groundwater sustainability plan (GSP) for such basins by June 30, 2022; and

WHEREAS, in October of 2016, DWR identified the Fish Slough area as new sub-basin 6.012.02 of the Owens Valley Groundwater Basin (the “sub-basin”), but no priority has yet been assigned to this Sub-basin; and

WHEREAS, on April 11, 2017, following notice and a public hearing, this Board adopted Resolution R17-32 indicating its election to serve and the GSA for those portions of the Owens Valley Groundwater Basin located within Mono County but outside of the boundaries of the Tri-Valley Groundwater Management District; and

WHEREAS, the Board now wishes to express its intention to serve as the GSA for sub-basin 6-012.02 (Fish Slough), in the event that sub-basin should be designated a medium, high or very high priority basin by DWR pursuant to the basin ranking criteria set forth in SGMA;



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2017

Departments: Community Development

TIME REQUIRED

SUBJECT Letter to the California Highway
Patrol Supporting a New Facility in
Bridgeport

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Consider supporting the Bridgeport Regional Planning Advisory Committee's (RPAC's) recommendation that a new California Highway Patrol facility be located in Bridgeport.

RECOMMENDED ACTION:

Consistent with past Board positions, authorize the Chair to sign letter supporting the new facility. Provide any desired direction to staff.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 760.924.1814 / wsugimura@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Proposed letter](#)

History

Time	Who	Approval
6/1/2017 4:00 PM	County Administrative Office	Yes
5/31/2017 9:38 AM	County Counsel	Yes

5/31/2017 7:19 AM

Finance

Yes



Larry Johnston- District One Fred Stump- 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) 932-5538 • FAX (760) 932-5531

Shannon Kendall, Clerk of the Board

June 6, 2017

Chief Dance
California Highway Patrol
PO Box 942898
Sacramento, CA 94298-0001

Dear Chief Dance:

As you are aware, Mono County has been interested for many years in working with the California Highway Patrol in an effort to replace the Bridgeport Area California Highway Patrol (CHP) facility. Letters to and from Commissioner Farrow in 2013 and 2014, as well as local site surveys by the CHP Facilities Division, have not led to a decision to confirm a site and authorize construction.

The Board of Supervisors of Mono County supports the recommendation of our local community that a new facility should be located in the Bridgeport Valley for the following reasons:

- Bridgeport is situated close to the geographic center of Mono County.
- The Mono County Sheriff is located in Bridgeport.
- The Mono County jail facility is located in Bridgeport. (Approval of funding for a new up-to-date jail facility to be built in Bridgeport may be received as early as June 2017).
- The Mono County courts are located in Bridgeport.
- The Historic Mono County courthouse that provides offices for the Mono County District Attorney and chambers for the Mono County Board of Supervisors, as well as courtrooms, is located in Bridgeport.
- Two Caltrans facilities are located in the Bridgeport area.

We sincerely believe that the public safety of Mono County is best served by retaining the CHP Bridgeport Area facility in Bridgeport. The collaboration of all local law enforcement is an important part of achieving safe highways and safe communities. The convenience of a central location for our jail and court is helpful for the efficiency of law enforcement operations and is cost effective as well.

Lt. Jeff Holt, commander of the Bridgeport Area CHP facility, as well as past commanders, has recommended that the best operational location for the CHP is Bridgeport. Highway 395 is the lifeblood of Mono County that provides a central connection for private and public services and activities. The California Highway Patrol is the vital insurer of safety and lifesaving services we rely on daily along Highway 395.

We believe that locating a new CHP facility elsewhere in Mono County would be detrimental to the safety of Mono County residents and visitors. Competent and effective law enforcement, quality schools and reliable healthcare are all important components to the vitality of our small rural communities.

Before CHP officers were allowed to live out of state, they were committed members of our local communities. That is no longer the case. We would like for Mono County and the CHP to work together to attempt to reverse this unfortunate situation.

Please contact Wendy Sugimura, Community Development Analyst, with any questions at 760.924.1814, or wsugimura@mono.ca.gov.

Respectfully,

Stacy Corless, Chair
MONO COUNTY BOARD OF SUPERVISORS

Cc: Lt. Jeff Holt, CHP Bridgeport Area Commander (until May 2, 2017)
Lt. William Boyes, CHP Bridgeport Area Commander Designee
Senator Tom Berryhill
Assemblyman Frank Bigelow
Sheriff Ingrid Braun
Alison Cooney, CHP Facilities Commander
Bridgeport Valley Regional Planning Advisory Committee
Bridgeport Chamber of Commerce



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2017

Departments: CAO

TIME REQUIRED

SUBJECT Amendment to the Eastern Sierra
Transit Authority (ESTA) Joint
Powers Agreement (JPA)

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Fourth amendment to the ESTA joint powers authority agreement to extend until December 31, 2018, the provision that permits the member entities to fill one of their two ESTA Board positions with a member of the public at large.

RECOMMENDED ACTION:

Approve fourth amendment to ESTA JPA

FISCAL IMPACT:

None

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760-932-5414 / lchapman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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<input type="checkbox"/> Letter requesting amendment
<input type="checkbox"/> JPA Agreement - Track Changes
<input type="checkbox"/> JPA Agreement - Final

History

Time	Who	Approval
5/24/2017 5:37 PM	County Administrative Office	Yes

5/25/2017 2:21 PM

County Counsel

Yes

5/31/2017 7:34 AM

Finance

Yes



Eastern Sierra Transit Authority

703 Airport Road
P.O. Box 1357
Bishop, CA 93515
760.872.1901

April 24, 2017

Mr. Jim Tatum
City Administrator
City of Bishop
377 West Line Street
Bishop, CA 93514

Mr. Dan Holler
Town Manager
Town of Mammoth Lakes
P.O. Box 1609
Mammoth Lakes, CA 93546

Mr. Kevin Carunchio
County Administrative Officer
County of Inyo
P.O. Drawer N
Independence, CA 93526

Ms. Leslie Chapman
County Administrative Officer
County of Mono
P.O. Box 696
Bridgeport, CA 93517

Hello All:

This letter is to request that an agenda item for the approval of amendment of the ESTA JPA be presented to your governing body (Board of Supervisors, or Town or City Council).

At last Friday's meeting (4/21/17), the Board of Directors for the Eastern Sierra Transit Authority requested that the Authority's Joint Powers Agreement (JPA) be amended to extend until December 31, 2018 the provision that permits the member entities to fill one of their two ESTA Board positions with a member of the public at large.

The Amendment will modify section to Section 1.2.2 to read as follows:

SECTION 1.2.2 This subsection shall remain in effect only until December 31, 2018, and as of that date is repealed, unless a later enacted statute, which is enacted before December 31, 2017, deletes or extends that date. Notwithstanding the provision in section 1.2.1 above limiting those appointed to the governing board to be members of a member entity's governing body, the governing board of each member entity may appoint one of its two governing board members from the public at large.

The ESTA JPA may only be amended by approval of the governing bodies of all member entities.

I have included a “track change” version of the amendment, which shows all of the modifications included in the amendment, as well as an “accept changes” version that can be used by your governing body as the document that they approve.

I would be happy to be present at the Board or Council meeting where this matter is addressed to add any clarification that the governing body might request. Thank you in advance for your consideration of this agenda item request. Please contact me if you have any questions

Sincerely,



John Helm
Executive Director

cc: Karen Schwarz, Chairperson - Eastern Sierra Transit Authority Board of Directors

TRANSIT AUTHORITY JOINT POWERS AGREEMENT

Between the

COUNTY OF INYO
California

COUNTY OF MONO
California

CITY OF BISHOP
California

and the

TOWN OF MAMMOTH LAKES
California

TRANSPORTATION AUTHORITY JOINT POWERS AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT is made and entered into this _____ day of _____, 2017, by and between the County of Inyo, hereinafter referred to as "Inyo County," the County of Mono, hereinafter referred to as "Mono County," the City of Bishop, hereinafter referred to as "City," and the Town of Mammoth Lakes, hereinafter referred to as "Town", or any two or more of the listed agencies.

WITNESSETH:

WHEREAS, Inyo County and Mono County are authorized pursuant to Government Code § 26002 to establish and operate transit systems and the Town and City are authorized pursuant to Government Code § 39732 to operate transit systems; and

WHEREAS, Government Code § 6500 et seq. (hereinafter referred to as the "Act") authorizes municipalities and counties to jointly exercise any power common to them all; and

WHEREAS, the parties hereto desire to jointly exercise their powers to provide public transit services throughout and beyond the geographical areas of the parties.

NOW, THEREFORE, IT IS MUTUALLY AGREED by County of Inyo, County of Mono, City of Bishop and Town of Mammoth Lakes, or any two or more of the listed agencies as follows:

ARTICLE I

CREATION AND OPERATION OF THE AUTHORITY

SECTION 1.1 CREATION OF AUTHORITY: The potential parties to this agreement are County of Inyo, County of Mono, City of Bishop, and Town of Mammoth Lakes. Pursuant to the Act, a public entity to be known as "Eastern Sierra Transit Authority," hereinafter referred to as the "Authority" is created upon adoption of this agreement by any two or more of the potential parties to this agreement. The Authority is a public entity separate and apart from the parties hereto.

Within thirty (30) days of the adoption of this Agreement by two or more of the potential parties to this Agreement, the Authority shall prepare the notice required by Government Code Section 6503.5, file it with the Secretary of State, and pay any fees for such filing that the Secretary of State may charge. In addition, within sixty (60) days

of the date of commencement of its legal existence, and thereafter as required, the Board of Directors of the Authority shall file with the Secretary of State and the Clerks of Inyo and Mono County in accordance with Government Code Section 53051.

SECTION 1.2 GOVERNING BOARD:

SECTION 1.2.1 Each potential party to this agreement who adopts the agreement shall be considered a member entity. The Authority shall be administered by a governing board, initially consisting of two members appointed by the governing board of each member entity, who shall be members of that member entity's governing body. The governing board shall be called the "BOARD OF DIRECTORS OF THE EASTERN SIERRA TRANSIT AUTHORITY," hereafter referred to as the "Board of Directors." Any of the potential parties to this agreement who have not adopted this agreement may appoint two non-voting members to the Board of Directors until such time as the agreement is adopted by that potential party.

SECTION 1.2.2 This subsection shall remain in effect only until December 31, 2018, and as of that date is repealed, unless a later enacted amendment, which is enacted before December 31, 2018, deletes or extends that date. Notwithstanding the provision in section 1.2.1 above limiting those appointed to the governing board to be members of a member entity's governing body, the governing board of each member entity may appoint one of its two governing board members from the public at large.

SECTION 1.3 ALTERNATE MEMBERS: Each member entity may appoint an alternate member to the Board of Directors who may serve in the place of either of that member entity's governmental members. Any alternate must have the same qualification as the member originally appointed.

SECTION 1.4 TERM OF OFFICE: Each member of the Board of Directors shall serve at the pleasure of the appointing party hereto; provide, however, Board members who are members of the respective governmental entities, shall cease to serve upon termination of that public office. The appointing party shall fill vacancies.

SECTION 1.5 REGULAR MEETINGS: The Board of Directors shall provide for its regular and special meetings; provided, however, at least one regular meeting shall be held each month. Each member entity shall be notified of the date, hour and place of the regular meetings and of all special meetings.

SECTION 1.6 RALPH M. BROWN ACT: All meetings of the Board of Directors of the Authority, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act as set forth in Governmental Code Sections 54950 and following.

SECTION 1.7 QUORUM: A majority of the Board of Directors shall constitute a quorum for the transaction of business. All actions by the Board of Directors require a recorded majority vote of the total membership of the Board of Directors.

SECTION 1.8 RULES: The Board of Directors of the Authority will adopt and amend as necessary such rules and regulations for the conduct of its meetings and affairs as are necessary to accomplish its stated purpose.

SECTION 1.9 FISCAL YEAR: The fiscal year of the Authority shall be from July 1 through June 30.

SECTION 1.10 TERM OF AGREEMENT: The initial term of THIS AGREEMENT shall extend through the end of the third full operating year, thus it shall extend through June 30, 2010, except that the agreement may be terminated sooner if agreed to by a majority of the member entities. After the first three (3) years, THIS AGREEMENT shall continue until withdrawal is elected pursuant to Section 1.11 of THIS AGREEMENT.

SECTION 1.11 WITHDRAWAL: After June 30, 2010 any member entity may withdraw from THIS AGREEMENT, but only on four months prior written notice, and such withdrawal shall not become effective until the end of the fiscal year within which the end of the four month notice expires. The withdrawing member shall be entitled to the current value, as of the date of withdrawal, of their proportionate ownership interest in any assets contributed to the Authority, and the return of any surplus money on hand in proportion to the contributions made.

SECTION 1.12 COMPLIANCE WITH FEDERAL STANDARDS: In the performance of its function, the Authority shall comply with Title VI of the Civil Rights Act of 1964, as amended (Public Law 88-352), and all requirements imposed by the U.S. Department of Transportation.

The Authority shall not discriminate on the grounds of race, religion, color, sex, age, sexual preference, marital status, disability, medical condition, or national origin, with regards to all activities, direct or indirect (i.e., through contracting and subcontracting), involving the Authority.

SECTION 1.14 AMENDMENTS: THIS AGREEMENT may only be amended by a written amendment approved by the governing bodies of all member entities.

SECTION 1.15 SUCCESSORS: THIS AGREEMENT shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

SECTION 1.16 BYLAWS, POLICY AND PROCEDURE MANUAL: Within the first six (6) months of the Authority's existence, the board of Directors shall establish Bylaws and a Policy and Procedure Manual to govern the day-to-day operations of the Authority, which is not inconsistent either with applicable law or with this Agreement. Each Board Member and each Member Entity shall receive a copy of the Bylaws and the Policy and Procedure Manual. Thereafter, the Board of Directors may amend, or repeal any bylaw, regulation, or policy and procedure, and may adopt additional bylaws, regulations, or policies and procedures which are not inconsistent either with the applicable law or with this Agreement. The Executive Director shall send to each Board member and to each Member Entity all Bylaw amendments promptly after adoption by the Board of Directors.

SECTION 1.17 DESIGNATION OF SUCCESSOR OR ASSIGNS: Any successor or assignee of a Member Entity must be approved by a majority of the Board of Directors, and will incur all responsibilities of the original Member Entity under this Agreement.

ARTICLE II

OFFICERS AND STAFFING

SECTION 2.1 CHAIR AND VICE-CHAIR: The Board of Directors shall elect a Chair and Vice-Chair from among its members.

SECTION 2.2 TREASURER AND AUDITOR CONTROLLER: The Treasurer of one of the contracting parties, or a certified public accountant, shall be the depositary and have custody of the money of the EASTERN SIERRA TRANSIT AUTHORITY, and shall provide all duties and functions of the Treasurer for the Authority as set forth in Government Code Sections 6505, 6505.5, and all other applicable provisions of federal, state and local laws, ordinances, regulations, and this Agreement. The officer performing the functions of auditor or controller shall be of the same public agency as the treasurer designated as depositary pursuant to this section. However, where a certified public accountant has been designated as treasurer of the entity, the auditor of one of the contracting parties or of a county in which one of the contracting parties is located shall be designated as auditor of the entity. The Director of Finance for any of the contracting parties with oversight authority over the Treasurer and Auditor-Controller of that party may also serve in this capacity. Alternately, the Authority may appoint one

of its officers or employees to either or both of such positions pursuant to Government Code Section 6505.6.

The determination set forth above shall be made pursuant to a resolution of the Board of Directors of the Eastern Sierra Transit Authority. The governing body of the entity providing any of the services described above shall determine the charge to be made for such services and shall enter into a written agreement with the Authority.

SECTION 2.3 EXECUTIVE DIRECTOR: The Board of Directors shall appoint an Executive Director. The Executive Director shall serve at the pleasure of or upon the terms prescribed by the Board of Directors. The Executive Director so appointed may be an employee of a member entity, an employee of the Authority, or an independent contractor. Under rules and regulations provided by the Board, the powers and duties of the Executive Director are:

- a. To lead and coordinate the transit system of the Authority and to be responsible to the Board of Directors for proper administration of all affairs of the Authority.
- b. To appoint, assign, direct, supervise, and, subject to the personnel rules adopted by the Board of Directors, discipline or remove Authority employees.
- c. To supervise and direct the preparation of the annual operating and capital improvement budgets for the Board of Directors and be responsible for their administration after adoption by the Board of Directors.
- d. To formulate and present to the Board of Directors plans for transit facilities and/or services within the Authority and the means to finance them.
- e. To supervise the planning, acquisition, construction, maintenance, and operation of the transit facilities and/or services of the Authority.
- f. To attend all meetings of the Board of Directors and act as the secretary of the Board. To cause to be kept minutes of all meetings of the Board of Directors and to cause a copy of the minutes to be forwarded to each member of the Board of Directors and to the member entities, prior to the next regular meeting of the Board of Directors.
- g. To establish and maintain fare collection and deposit services.
- h. To organize and operate an ongoing transit marketing program, including free-ride events and other special promotions selected by the Board of Directors.

- i. To execute transfers within major budget units, in concurrence with the Treasurer Auditor-Controller of the Authority, as long as the total expenditures of each major budget unit remain unchanged.
- j. To purchase or lease items, fixed assets, or services within the levels authorized in the Bylaws.
- k. To lease buses, vans, and other transit vehicles on an “as needed” basis from public or private organizations when deemed necessary to assure continued reliability of service.
- l. To perform such other duties as the Board of Directors may require in carrying out the policies and directives of the Board of Directors.

SECTION 2.4 BONDING PERSONS HAVING ACCESS TO PROPERTY: The Governing Board of the member entities shall designate the officers, agents, and employees of the Authority who have charge of handling, or have access to, any property of the Authority, and such Governing Boards shall determine the amount of the official bond for such officers, agents, and employees pursuant to Section 6505.1 of the Government Code.

SECTION 2.5 FINANCE: The Treasurer Auditor-controller shall assure that there shall be strict accountability of all funds of the Authority. The Executive Director shall draw warrants to pay demands against the Authority when the demands have been approved by the Board of Directors.

- a. The Executive Director will report to the Board of Directors all receipts and disbursements. In addition, the Executive Director shall, through the Regional Transportation Planning Agency (RTPA), arrange for an independent audit of the accounts and records, as prescribed by Section 6505 of the Act. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code, and the audit shall conform to generally accepted auditing standards. The books of account shall include records of assets, liabilities, and contributions made by each party, including TDA funds received by the Authority as an agent for a member agency.

SECTION 2.6 SECONDARY SUPPORT SERVICES: The Executive Director shall be responsible to arrange for the following secondary support services:

- a. Legal Counsel, General Services, Office Space, Fueling Services, Parking, Utilities, Administrative Support, Communications, Clerk of the Board, Payroll, and other support services.

- b. The provision of and corresponding charges for said services shall be subject to authorization from the Executive Director and in accordance with the provisions of this Agreement, Bylaws, and Regulations, and Policies and Procedures adopted by the Board of Directors, and with all other applicable federal and state laws, rules and regulations.

ARTICLE III

PURPOSE, POWERS AND DUTIES

Section 3.1 PURPOSE AND POWERS: The purpose of the Authority is to provide public transportation services within the jurisdiction and boundaries of the member entities. In order to carry out this purpose, the Authority shall have each of the following powers:

- a. To make and enter into contracts and expend funds, providing for transportation services to the public, including special transportation dependent groups, such as the elderly or handicapped, as well as other governmental entities, such as the US Government;
- b. To supervise and oversee the performance of transportation service contracts;
- c. To provide all services necessary to operate a transportation system;
- d. To acquire, construct, manage, maintain or operate any facilities or improvements;
- e. To acquire, hold and dispose of property;
- f. To incur debts, liabilities or obligations, which do not constitute a debt, liability or obligation of the member entities;
- g. To employ personnel;
- h. To sue and be sued in its own name;
- i. To invest in accordance with the provisions of Section 6509.5 of the Act, money in the treasury of the Authority that is not required for immediate necessities of the Authority;
- j. To apply for, accept and utilize funds from any source for public transit purposes, including Transportation Development Act Funds, State Transit

Assistance Funds, and Section 5310 and Section 5311 funds available through the Federal Transit Administration;

- k. To raise revenues, including the establishment of transportation fares, for transit services;
- l. To incur short-term indebtedness;
- m. To own, lease, operate and maintain transportation vehicles and other property or equipment, which is necessary or reasonable to carry out the purpose of this agreement, and
- n. All other powers that are necessary and proper for the Authority in order to provide public transportation services.
- o. Provide services to locations outside the jurisdiction and boundaries of any of the member entities.

These powers may be exercised by the Authority in the same manner, and subject to the same restrictions, as such powers are exercised by the Town of Mammoth Lakes.

SECTION 3.2 DUTIES: The authority shall have the following specific duties:

- a. On or before April 1 of each year, it shall cause to be prepared and submitted to the Board of Directors and each of the member entities a proposed budget for the upcoming fiscal year. The proposed budget shall be subject to the provisions of Article IV of this Agreement.
- b. The Governing Board of each member entity shall designate the Authority as its nonexclusive agent to prepare and submit claims for funds to the Mono County Local Transportation Commission (MCLTC) and/or Inyo County Local Transportation Commission (ICLTC) in accordance with the Transportation Development Act and its regulations, to receive such funds, and to provide and/or negotiate, prepare contracts, and contract for transportation services.
- c. The Authority will prepare and submit to the member entities quarterly progress reports concerning the provision of services by the contracting parties.
- d. The Authority shall provide transit services and shall, on or before April 1, of each year, provide a qualitative and quantitative evaluation of the services to the member entities.

- e. Within 90 days after the close of the fiscal year, the Authority shall prepare and submit an annual report of its operation to the member entities.

SECTION 3.3 OBLIGATIONS AND AUTHORITY: The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of any of the member entities.

SECTION 3.4 SERVICE CHANGES: Authority services at the time of formation are defined as those services provided by Inyo-Mono Transit to each member entity in the year prior to the formation of the Authority.

Transportation Development Act Funded Services: Services may be adjusted from time to time as deemed appropriate by the Board of Directors. Each member entity, by resolution or minute order of its governing body, may submit a request to the Authority for changes in the transportation services funded through TDA within said member entity's jurisdictional boundaries. Said request shall include an adequate description of the requested transportation services.

In reviewing such requests, the Authority shall consider:

- a) Whether such changes are in substantial conformance with the adopted regional transportation plan;
- b) Whether there is sufficient funding available to implement the proposed service change; and
- c) Whether there are sufficient manpower and capital resources available to implement such services.

For services operating wholly within an individual jurisdiction's boundaries, preference shall be given to the plans of the local jurisdiction.

Contract Services: Individual jurisdictions can negotiate with the Authority for provision of services above the level of service funded through the Transportation Development Act or other funds obtained by the Authority. The costs associated with these additional services shall be calculated based upon marginal costs plus allocation of fixed costs to the additional services based upon the proportion of vehicle-hours for the service to the total vehicle-hours provided by the JPA and shall be charged to and paid by the individual jurisdictions.

SECTION 3.5 LIABILITY OF THE PARTIES: No debt, liability, or obligation of any one member entity shall constitute the debt, liability, or obligation of any of the other member entities. The Authority created hereunder shall indemnify and hold harmless

the member entities and their agents, officers and employees from and against any damages, costs, or liabilities arising out of the acts or omissions of the Authority, or its officers, agents, and employees. Where Authority employees are also employees of a member entity, the Authority shall indemnify and hold harmless that employing entity for any damages, costs, or liabilities arising out of the acts or omissions of the employing entity's agents, officers or employees when those persons act on behalf of or at the direction of the Authority. The Authority shall maintain insurance coverage (including workers compensation coverage) adequate to fulfill its responsibilities under this section.

ARTICLE IV

FUNDING

SECTION 4.1 TRANSFER OF TRANSPORTATION ASSETS: The member entities will transfer all existing transportation assets being operated on their behalf by Inyo-Mono Transit to the Authority. The Board of Directors shall be responsible to establish policies and procedures for managing such assets.

SECTION 4.2 TRANSFER OF EMPLOYEES: It is anticipated that some of the current employees of Inyo County will desire to have the option of retaining their current benefit structure. It is the intent of the member entities to provide an option under which current Inyo County employees who work under the supervision of the Authority can "grandfather" their current benefit structure.

SECTION 4.3 ADMINISTRATIVE AND OPERATING COSTS: The Governing Board of each member entity shall designate the Authority as its nonexclusive agent for purposes of applying for and receiving Transportation Development Act Funds to be used solely of [sic] the purposes of funding the administrative, operating and capital costs to be incurred by the Authority under the provisions of the Transportation Development Act statutes and applicable California Code of Regulations.

SECTION 4.4 APPROVAL OF BUDGET: The Board of Directors shall adopt the annual budget of the Authority.

SECTION 4.5 LIMITATION OF FUNDING RESPONSIBILITIES: No member entity may be required to provide funding greater than that received by said member entity from the Inyo County Local Transportation Commission or Mono County Local Transportation Commission without the consent of its governing board; provided,

however, any member entity may choose to provide additional funding if its governing board so provides.

SECTION: 4.6 ASSIGNMENT OF FEDERAL TRANSPORTATION (FTA) CONTRACTS AND GRANT APPLICATION AUTHORITY:

- a. Subject to approval from FTA, the member entities may assign existing FTA contract and policies, including contractual requirements, assurances, and responsibilities, over to the Authority.
- b. The Authority Executive Director is hereby authorized to prepare, submit, and execute grant applications for the use of FTA operating, planning and capital funds, as well as other state and federal funds which may become available, for those projects included in the adopted budgets or Short Range Transit Plans, and for those projects approved by the Authority Board of Directors.

SECTION 4.7 GANN LIMIT TRANSFER: To the extent required by law and as provided by Article XIII B, Section 3 of the California Constitution, the appropriations limit of the Authority shall be increased by such reasonable amount as the member entities shall mutually agree, and the appropriations limit of each member entity shall be decreased as the member entities shall mutually agree.

ARTICLE V

DISPOSITION OF ASSETS

SECTION 5.1 SUCCESSOR ENTITY: If the Authority shall be succeeded by a new and separate entity or public entity deemed by the Authority Board of Directors to be a “successor entity,” that entity or entities shall receive title to all property held by the Authority pursuant to THIS AGREEMENT.

SECTION 5.2 NO SUCCESSOR ENTITY: Upon termination of the Authority, without a successor entity or entities, the Board of Directors shall determine whether, and in what proportion, the property held by the Authority shall be divided among the parties to THIS AGREEMENT, or whether such property shall be sold and the proceeds disposed of pursuant to subparagraph 5.3.

SECTION 5.3 SURPLUS MONEY: Upon termination of the Authority, with no successor entity, all funds, including the proceeds of the sale of property, in the possession of the Authority after payment of all costs, expenses, and charges validly incurred under THIS AGREEMENT, shall be returned to the member entities in proportion to their contribution as shall be determined by the Board of Directors.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.1 SEVERABILITY: If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

IN WITNESS WHEREOF, the parties hereto have cause THIS AGREEMENT to be executed and attested by the proper officers, who are duly authorized, as of the day and year first above written.

<p style="text-align: center;">CITY OF BISHOP</p> <p>By: _____ Mayor, City of Bishop</p> <p>ATTEST: _____ Clerk of the Board</p> <p>APPROVED AS TO FORM: _____ City Attorney</p>	<p style="text-align: center;">INYO COUNTY</p> <p>By: _____ Chairman, Board of Supervisors</p> <p>ATTEST: _____ Clerk of the Board</p> <p>APPROVED AS TO FORM: _____ County Counsel</p>
<p style="text-align: center;">TOWN OF MAMMOTH LAKES</p> <p>By: _____ Mayor, TOML</p> <p>ATTEST: _____ Clerk of the Board</p> <p>APPROVED AS TO FORM: _____ City Attorney</p>	<p style="text-align: center;">MONO COUNTY</p> <p>By: _____ Chairman, Board of Supervisors</p> <p>ATTEST: _____ Clerk of the Board</p> <p>APPROVED AS TO FORM: _____ County Counsel</p>

TRANSIT AUTHORITY JOINT POWERS AGREEMENT

Between the

COUNTY OF INYO
California

COUNTY OF MONO
California

CITY OF BISHOP
California

and the

TOWN OF MAMMOTH LAKES
California

TRANSPORTATION AUTHORITY JOINT POWERS AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT is made and entered into this _____ day of _____, 2017, by and between the County of Inyo, hereinafter referred to as "Inyo County," the County of Mono, hereinafter referred to as "Mono County," the City of Bishop, hereinafter referred to as "City," and the Town of Mammoth Lakes, hereinafter referred to as "Town", or any two or more of the listed agencies.

WITNESSETH:

WHEREAS, Inyo County and Mono County are authorized pursuant to Government Code § 26002 to establish and operate transit systems and the Town and City are authorized pursuant to Government Code § 39732 to operate transit systems; and

WHEREAS, Government Code § 6500 et seq. (hereinafter referred to as the "Act") authorizes municipalities and counties to jointly exercise any power common to them all; and

WHEREAS, the parties hereto desire to jointly exercise their powers to provide public transit services throughout and beyond the geographical areas of the parties.

NOW, THEREFORE, IT IS MUTUALLY AGREED by County of Inyo, County of Mono, City of Bishop and Town of Mammoth Lakes, or any two or more of the listed agencies as follows:

ARTICLE I

CREATION AND OPERATION OF THE AUTHORITY

SECTION 1.1 CREATION OF AUTHORITY: The potential parties to this agreement are County of Inyo, County of Mono, City of Bishop, and Town of Mammoth Lakes. Pursuant to the Act, a public entity to be known as "Eastern Sierra Transit Authority," hereinafter referred to as the "Authority" is created upon adoption of this agreement by any two or more of the potential parties to this agreement. The Authority is a public entity separate and apart from the parties hereto.

Within thirty (30) days of the adoption of this Agreement by two or more of the potential parties to this Agreement, the Authority shall prepare the notice required by Government Code Section 6503.5, file it with the Secretary of State, and pay any fees for such filing that the Secretary of State may charge. In addition, within sixty (60) days

of the date of commencement of its legal existence, and thereafter as required, the Board of Directors of the Authority shall file with the Secretary of State and the Clerks of Inyo and Mono County in accordance with Government Code Section 53051.

SECTION 1.2 GOVERNING BOARD:

SECTION 1.2.1 Each potential party to this agreement who adopts the agreement shall be considered a member entity. The Authority shall be administered by a governing board, initially consisting of two members appointed by the governing board of each member entity, who shall be members of that member entity's governing body. The governing board shall be called the "BOARD OF DIRECTORS OF THE EASTERN SIERRA TRANSIT AUTHORITY," hereafter referred to as the "Board of Directors." Any of the potential parties to this agreement who have not adopted this agreement may appoint two non-voting members to the Board of Directors until such time as the agreement is adopted by that potential party.

SECTION 1.2.2 This subsection shall remain in effect only until December 31, 2018, and as of that date is repealed, unless a later enacted amendment, which is enacted before December 31, 2018, deletes or extends that date. Notwithstanding the provision in section 1.2.1 above limiting those appointed to the governing board to be members of a member entity's governing body, the governing board of each member entity may appoint one of its two governing board members from the public at large.

SECTION 1.3 ALTERNATE MEMBERS: Each member entity may appoint an alternate member to the Board of Directors who may serve in the place of either of that member entity's governmental members. Any alternate must have the same qualification as the member originally appointed.

SECTION 1.4 TERM OF OFFICE: Each member of the Board of Directors shall serve at the pleasure of the appointing party hereto; provide, however, Board members who are members of the respective governmental entities, shall cease to serve upon termination of that public office. The appointing party shall fill vacancies.

SECTION 1.5 REGULAR MEETINGS: The Board of Directors shall provide for its regular and special meetings; provided, however, at least one regular meeting shall be held each month. Each member entity shall be notified of the date, hour and place of the regular meetings and of all special meetings.

SECTION 1.6 RALPH M. BROWN ACT: All meetings of the Board of Directors of the Authority, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act as set forth in Governmental Code Sections 54950 and following.

SECTION 1.7 QUORUM: A majority of the Board of Directors shall constitute a quorum for the transaction of business. All actions by the Board of Directors require a recorded majority vote of the total membership of the Board of Directors.

SECTION 1.8 RULES: The Board of Directors of the Authority will adopt and amend as necessary such rules and regulations for the conduct of its meetings and affairs as are necessary to accomplish its stated purpose.

SECTION 1.9 FISCAL YEAR: The fiscal year of the Authority shall be from July 1 through June 30.

SECTION 1.10 TERM OF AGREEMENT: The initial term of THIS AGREEMENT shall extend through the end of the third full operating year, thus it shall extend through June 30, 2010, except that the agreement may be terminated sooner if agreed to by a majority of the member entities. After the first three (3) years, THIS AGREEMENT shall continue until withdrawal is elected pursuant to Section 1.11 of THIS AGREEMENT.

SECTION 1.11 WITHDRAWAL: After June 30, 2010 any member entity may withdraw from THIS AGREEMENT, but only on four months prior written notice, and such withdrawal shall not become effective until the end of the fiscal year within which the end of the four month notice expires. The withdrawing member shall be entitled to the current value, as of the date of withdrawal, of their proportionate ownership interest in any assets contributed to the Authority, and the return of any surplus money on hand in proportion to the contributions made.

SECTION 1.12 COMPLIANCE WITH FEDERAL STANDARDS: In the performance of its function, the Authority shall comply with Title VI of the Civil Rights Act of 1964, as amended (Public Law 88-352), and all requirements imposed by the U.S. Department of Transportation.

The Authority shall not discriminate on the grounds of race, religion, color, sex, age, sexual preference, marital status, disability, medical condition, or national origin, with regards to all activities, direct or indirect (i.e., through contracting and subcontracting), involving the Authority.

SECTION 1.14 AMENDMENTS: THIS AGREEMENT may only be amended by a written amendment approved by the governing bodies of all member entities.

SECTION 1.15 SUCCESSORS: THIS AGREEMENT shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

SECTION 1.16 BYLAWS, POLICY AND PROCEDURE MANUAL: Within the first six (6) months of the Authority's existence, the board of Directors shall establish Bylaws and a Policy and Procedure Manual to govern the day-to-day operations of the Authority, which is not inconsistent either with applicable law or with this Agreement. Each Board Member and each Member Entity shall receive a copy of the Bylaws and the Policy and Procedure Manual. Thereafter, the Board of Directors may amend, or repeal any bylaw, regulation, or policy and procedure, and may adopt additional bylaws, regulations, or policies and procedures which are not inconsistent either with the applicable law or with this Agreement. The Executive Director shall send to each Board member and to each Member Entity all Bylaw amendments promptly after adoption by the Board of Directors.

SECTION 1.17 DESIGNATION OF SUCCESSOR OR ASSIGNS: Any successor or assignee of a Member Entity must be approved by a majority of the Board of Directors, and will incur all responsibilities of the original Member Entity under this Agreement.

ARTICLE II

OFFICERS AND STAFFING

SECTION 2.1 CHAIR AND VICE-CHAIR: The Board of Directors shall elect a Chair and Vice-Chair from among its members.

SECTION 2.2 TREASURER AND AUDITOR CONTROLLER: The Treasurer of one of the contracting parties, or a certified public accountant, shall be the depositary and have custody of the money of the EASTERN SIERRA TRANSIT AUTHORITY, and shall provide all duties and functions of the Treasurer for the Authority as set forth in Government Code Sections 6505, 6505.5, and all other applicable provisions of federal, state and local laws, ordinances, regulations, and this Agreement. The officer performing the functions of auditor or controller shall be of the same public agency as the treasurer designated as depositary pursuant to this section. However, where a certified public accountant has been designated as treasurer of the entity, the auditor of one of the contracting parties or of a county in which one of the contracting parties is located shall be designated as auditor of the entity. The Director of Finance for any of the contracting parties with oversight authority over the Treasurer and Auditor-Controller of that party may also serve in this capacity. Alternately, the Authority may appoint one

of its officers or employees to either or both of such positions pursuant to Government Code Section 6505.6.

The determination set forth above shall be made pursuant to a resolution of the Board of Directors of the Eastern Sierra Transit Authority. The governing body of the entity providing any of the services described above shall determine the charge to be made for such services and shall enter into a written agreement with the Authority.

SECTION 2.3 EXECUTIVE DIRECTOR: The Board of Directors shall appoint an Executive Director. The Executive Director shall serve at the pleasure of or upon the terms prescribed by the Board of Directors. The Executive Director so appointed may be an employee of a member entity, an employee of the Authority, or an independent contractor. Under rules and regulations provided by the Board, the powers and duties of the Executive Director are:

- a. To lead and coordinate the transit system of the Authority and to be responsible to the Board of Directors for proper administration of all affairs of the Authority.
- b. To appoint, assign, direct, supervise, and, subject to the personnel rules adopted by the Board of Directors, discipline or remove Authority employees.
- c. To supervise and direct the preparation of the annual operating and capital improvement budgets for the Board of Directors and be responsible for their administration after adoption by the Board of Directors.
- d. To formulate and present to the Board of Directors plans for transit facilities and/or services within the Authority and the means to finance them.
- e. To supervise the planning, acquisition, construction, maintenance, and operation of the transit facilities and/or services of the Authority.
- f. To attend all meetings of the Board of Directors and act as the secretary of the Board. To cause to be kept minutes of all meetings of the Board of Directors and to cause a copy of the minutes to be forwarded to each member of the Board of Directors and to the member entities, prior to the next regular meeting of the Board of Directors.
- g. To establish and maintain fare collection and deposit services.
- h. To organize and operate an ongoing transit marketing program, including free-ride events and other special promotions selected by the Board of Directors.

- i. To execute transfers within major budget units, in concurrence with the Treasurer Auditor-Controller of the Authority, as long as the total expenditures of each major budget unit remain unchanged.
- j. To purchase or lease items, fixed assets, or services within the levels authorized in the Bylaws.
- k. To lease buses, vans, and other transit vehicles on an “as needed” basis from public or private organizations when deemed necessary to assure continued reliability of service.
- l. To perform such other duties as the Board of Directors may require in carrying out the policies and directives of the Board of Directors.

SECTION 2.4 BONDING PERSONS HAVING ACCESS TO PROPERTY: The Governing Board of the member entities shall designate the officers, agents, and employees of the Authority who have charge of handling, or have access to, any property of the Authority, and such Governing Boards shall determine the amount of the official bond for such officers, agents, and employees pursuant to Section 6505.1 of the Government Code.

SECTION 2.5 FINANCE: The Treasurer Auditor-controller shall assure that there shall be strict accountability of all funds of the Authority. The Executive Director shall draw warrants to pay demands against the Authority when the demands have been approved by the Board of Directors.

- a. The Executive Director will report to the Board of Directors all receipts and disbursements. In addition, the Executive Director shall, through the Regional Transportation Planning Agency (RTPA), arrange for an independent audit of the accounts and records, as prescribed by Section 6505 of the Act. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code, and the audit shall conform to generally accepted auditing standards. The books of account shall include records of assets, liabilities, and contributions made by each party, including TDA funds received by the Authority as an agent for a member agency.

SECTION 2.6 SECONDARY SUPPORT SERVICES: The Executive Director shall be responsible to arrange for the following secondary support services:

- a. Legal Counsel, General Services, Office Space, Fueling Services, Parking, Utilities, Administrative Support, Communications, Clerk of the Board, Payroll, and other support services.

- b. The provision of and corresponding charges for said services shall be subject to authorization from the Executive Director and in accordance with the provisions of this Agreement, Bylaws, and Regulations, and Policies and Procedures adopted by the Board of Directors, and with all other applicable federal and state laws, rules and regulations.

ARTICLE III

PURPOSE, POWERS AND DUTIES

Section 3.1 PURPOSE AND POWERS: The purpose of the Authority is to provide public transportation services within the jurisdiction and boundaries of the member entities. In order to carry out this purpose, the Authority shall have each of the following powers:

- a. To make and enter into contracts and expend funds, providing for transportation services to the public, including special transportation dependent groups, such as the elderly or handicapped, as well as other governmental entities, such as the US Government;
- b. To supervise and oversee the performance of transportation service contracts;
- c. To provide all services necessary to operate a transportation system;
- d. To acquire, construct, manage, maintain or operate any facilities or improvements;
- e. To acquire, hold and dispose of property;
- f. To incur debts, liabilities or obligations, which do not constitute a debt, liability or obligation of the member entities;
- g. To employ personnel;
- h. To sue and be sued in its own name;
- i. To invest in accordance with the provisions of Section 6509.5 of the Act, money in the treasury of the Authority that is not required for immediate necessities of the Authority;
- j. To apply for, accept and utilize funds from any source for public transit purposes, including Transportation Development Act Funds, State Transit

Assistance Funds, and Section 5310 and Section 5311 funds available through the Federal Transit Administration;

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- n. All other powers that are necessary and proper for the Authority in order to provide public transportation services.
- o. Provide services to locations outside the jurisdiction and boundaries of any of the member entities.

These powers may be exercised by the Authority in the same manner, and subject to the same restrictions, as such powers are exercised by the Town of Mammoth Lakes.

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<p style="text-align: center;">TOWN OF MAMMOTH LAKES</p> <p>By: _____ Mayor, TOML</p> <p>ATTEST: _____ Clerk of the Board</p> <p>APPROVED AS TO FORM: _____ City Attorney</p>	<p style="text-align: center;">MONO COUNTY</p> <p>By: _____ Chairman, Board of Supervisors</p> <p>ATTEST: _____ Clerk of the Board</p> <p>APPROVED AS TO FORM: _____ County Counsel</p>



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2017

Departments: Public Health

TIME REQUIRED

SUBJECT Public Health Department Staff
Allocation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve the job description and resolution for the allocation of a Tobacco Control Program Coordinator.

RECOMMENDED ACTION:

Adopt proposed resolution #R17-___, A resolution of the Mono County Board of Supervisors, Authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to add Tobacco Control Program Coordinator in the Department of Public Health. Provide any desired direction to staff.

FISCAL IMPACT:

There is no fiscal impact on the County General Fund and no net position impact on the Health Education Fund (131). Funding for the position is exclusively from the Proposition 56 Tobacco Tax of 2016 to the Mono County Health Department via the CDPH Tobacco Control Program.

CONTACT NAME: Sandra Pearce

PHONE/EMAIL: 760.924.1818 / spearce@mono.ca.gov

SEND COPIES TO:

Sandra Pearce, Kim Bunn, Nancy Mahannah

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> BOS Staff Report
<input type="checkbox"/> Tobacco Control Program Coordinator job description
<input type="checkbox"/> Funding Allocation Letter from CDPH
<input type="checkbox"/> Resolution Amending Allocation List

History**Time**

6/1/2017 3:49 PM

5/30/2017 5:27 PM

5/31/2017 7:39 AM

Who

County Administrative Office

County Counsel

Finance

Approval

Yes

Yes

Yes

COUNTY of MONO

PUBLIC HEALTH DEPARTMENT
P.O. BOX 3329
MAMMOTH LAKES, CA 93546
Phone (760) 924-1830
Fax (760) 924-1831



DATE: June 7, 2017

TO: Honorable Board of Supervisors
FROM: Sandra Pearce, Acting Public Health Director
SUBJECT: Public Health Department Staff Allocation

Recommendation: Approve the job description and resolution for the allocation of a Tobacco Control Program Coordinator.

Fiscal Impact: There is no fiscal impact on the County General Fund and no net position impact on the Health Education Fund (131). Funding for the position is exclusively from the Proposition 56 Tobacco Tax of 2016 to the Mono County Health Department via the CDPH Tobacco Control Program.

Discussion: Prior to 2016, fourteen states had lower tobacco taxes than California, while 34 states and D.C. had higher taxes. Prior to the passage of Proposition 56, revenue from the state tax on tobacco went to the General Fund, tobacco prevention, healthcare services for low-income persons, environmental protection, breast cancer screenings and research, and early childhood development programs.

Proposition 56 increased the tobacco tax by \$2.00, bringing the total tobacco tax up to \$2.87 per pack of cigarettes. The tobacco tax was levied on other tobacco products and e-cigarettes as well. Revenue from the additional \$2.00 tax was allocated to physician training, prevention and treatment of dental diseases, Medi-Cal, research into cancer, heart and lung diseases, and other tobacco-related diseases, and school programs focusing on tobacco-use prevention and reduction. Eleven percent of the tax will go to local health departments for tobacco-use prevention.

The enabling legislation indicates that the funds must be received through the local health department. From 1990 through June 2017, Mono County received an annual allocation of \$150,000 for tobacco control. For the past 10 years, one employee, the Tobacco Control Program Director, has been funded by this program. Beginning with fiscal year 2017/18, Mono County will receive \$369,105 for tobacco control. The

COUNTY of MONO

PUBLIC HEALTH DEPARTMENT
P.O. BOX 3329
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California Public Health Department (CDPH) has encouraged counties to increase the number of staff working on tobacco control. Therefore, the Public Health Department requests allocation of a Tobacco Control Program Coordinator. With guidance from the enabling legislation, CDPH will advise the program enhancement in tobacco control to be made at the local level. This program is mandated to be audited every two years to ensure funds are spent as stated in the legislation. The CDPH vision statement for tobacco control is to “indirectly and directly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable and less accessible” thereby diminishing tobacco-related death and disease.

FY 2017-18 Proposal (based on the current, approved allocation list)				
Employee	FY17 Annual Salary Estimate (Includes 1% for COLA Effective Jan 1st).	Fund 131 Health Education Allocation (Cost Center 011)		
Bunn, Kimberly	\$ 70,563	5.00%	\$	3,528
Cruz-Garcia, Nancy	\$ 50,777	15.00%	\$	7,617
Mahannah, Nancy	\$ 101,526	70.00%	\$	71,068
Director of Public Health	\$ 113,213	3.00%	\$	3,396
Total Personnel Allocations			\$	85,610
FY 2017-18 Proposal (based on requested allocation list change)				
Employee	FY17 Annual Salary Estimate (Includes 1% for COLA Effective Jan 1st).	Fund 131 Health Education Allocation (Cost Center 011)		
Bunn, Kimberly	\$ 70,563	5.00%	\$	3,528
Cruz-Garcia, Nancy	\$ 50,777	15.00%	\$	7,617
Mahannah, Nancy	\$ 101,526	70.00%	\$	71,068
Director of Public Health	\$ 113,213	3.00%	\$	3,396
Tobacco Control Program Coordinator	\$ 58,182	100.00%	\$	58,182
Total Personnel Allocations			\$	143,792

COUNTY of MONO

PUBLIC HEALTH DEPARTMENT
P.O. BOX 3329
MAMMOTH LAKES, CA 93546
Phone (760) 924-1830
Fax (760) 924-1831



For questions regarding this item, please call Sandra Pearce at (760) 924-1818 or Nancy Mahannah at (760) 924-4621.

Submitted by:

Sandra Pearce, Acting Public Health Director

Nancy Mahannah, Tobacco Control Program Director, Health Program Manager

MONO COUNTY
BARGAINING UNIT: MCPEA
BOS APPROVAL:

GEMS Code:
Date Established: 5/30/17
Date Revised:

TOBACCO CONTROL PROGRAM COORDINATOR

DEFINITION

Under direction, to provide development and implementation of the Mono County Tobacco Education Program. Responsibilities include, but are not limited to, implementation of grant activities and periodic reports, attending program related coalition meetings and trainings, and performing related work as required.

DISTINGUISHING CHARACTERISTICS

Requires knowledge and experience in principles, methods and materials of public health education, program design, grant management and evaluation, community relations and outreach, media relations, public speaking and health promotion.

REPORTS TO

Public Health Director or Designee

CLASSIFICATIONS DIRECTLY SUPERVISED

None

EXAMPLES OF DUTIES

Duties may include, but are not limited to the following:

- Work in conjunction with health and human services staff to initiate, develop and maintain public health education programs including the Tobacco Education Program;
- Utilize county, regional and state resources to develop, implement, and evaluate public health programs in compliance with policy and procedures of public health programs, specifically the Tobacco Education Program;
- Co-write grant proposals and progress reports for the Tobacco Education Program;
- Provide public outreach and represent the Public Health Department professionally in all facets of program functioning;
- Develop and present educational presentations and interact with the public at Health Department events and meetings.
- Maintain accurate records of program implementation for reporting;
- Identify and network with community resources useful in implementing program activities.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 lbs; correct hearing and vision to normal range verbal communication.

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

- Theories, principles, goals and objectives of public health education and prevention programs and of program management.
- Budget, program planning, implementation and evaluation management.
- All societal factors which impact health programs.

Ability and willingness to:

- Social media literacy.
- Understand and apply pertinent local state rules, regulations and procedures to public health programs.
- Establish and maintain cooperative working relationships with staff; public, and other community and public agencies and other local regional, state, and federal agencies.
- Speak in public and be comfortable with people of all ages.
- Communicate effectively in both oral and written forms.
- Organize workload and set priorities.
- Work independently as needed.
- Prepare and present reports.
- Maintain and organize records and files.
- Use office equipment and Microsoft software programs including computers, telephones, and copiers.

Training and Experience

Equivalent to Bachelor's Degree from an accredited college or university with major course work in public health, health science, social science, or related field and 2 years of experience in a similar program field.

Special Requirements

Possession of a driver's license valid in California.

Sandra Pearce

From: Nancy Mahannah
Sent: Thursday, March 30, 2017 2:27 PM
To: Kimberly Bunn; Sandra Pearce
Subject: FW: NOTIFICATION OF INCREASED FISCAL YEAR (FY) 2017/18 LOCAL LEAD AGENCY ALLOCATION FUNDING AVAILABLE THROUGH PROPOSITION 56

From: Partners.Webmaster@cdph.ca.gov [<mailto:Partners.Webmaster@cdph.ca.gov>]

Sent: Tuesday, February 07, 2017 11:30 AM

To: Nancy Mahannah

Cc: Richard Johnson

Subject: NOTIFICATION OF INCREASED FISCAL YEAR (FY) 2017/18 LOCAL LEAD AGENCY ALLOCATION FUNDING AVAILABLE THROUGH PROPOSITION 56



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



EDMUND G. BROWN JR.
Governor

KAREN L. SMITH, MD, MPH
Director & State Public Health Officer

February 7, 2017

Ms. Nancy L. Mahannah
County of Mono
Agreement #: CTCP-17-26

Dear Ms. Nancy L. Mahannah:

NOTIFICATION OF INCREASED FISCAL YEAR (FY) 2017/18 LOCAL LEAD AGENCY ALLOCATION FUNDING AVAILABLE THROUGH PROPOSITION 56

The California Department of Public Health (CDPH), California Tobacco Control Program (CTCP) is providing notification of the intent to allocate funds made available through Proposition 56, the California Healthcare, Research and Prevention Tobacco Tax of 2016, to your Local Lead Agency, pending the successful finalization of your application to incorporate any needed modifications.

The anticipated total funding amount for your agency from both Proposition 99 and Proposition 56 is projected to be up to \$369,105 for the one-year allocation term of July 1, 2017 through June 30, 2018, with funding anticipated to continue at a similar level for the following three-year allocation term of 7/1/2018-6/30/2021. This total for Proposition 99 and Proposition 56 funding is based on

appropriations to CDPH in the Governor's Proposed Budget which included a decrease to CDPH for Proposition 99 and substantial new funding from Proposition 56.

The anticipated total Proposition 99 and Proposition 56 funding for your agency is contingent upon available revenues collected in the California Cigarette and Tobacco Surtax Fund and the California Healthcare, Research and Prevention Tobacco Tax of 2016 Fund; available funding appropriated by the Legislature; and approval of the State Budget for FY 2017/18 and subsequent FYs. With this significant increase in funding available for tobacco control in your community, there will be a corresponding increase in deliverable requirements. Should additional staff be needed, it is strongly recommended that hiring processes begin as soon as possible so that work can commence on July 1, 2017. CDPH/CTCP anticipates updating the projected allocation after the May Revision to the State Budget is released.

CDPH/CTCP will post instructions and requirements for incorporating Proposition 56 requirements and dollars in the next several weeks. Your Program Consultant and Procurement Manager will contact you to schedule either a site visit or teleconference (meeting) to discuss your recently submitted Proposition 99 funding proposal as well as any modifications needed to incorporate Proposition 56 objectives, activities, and funds. CDPH/CTCP recommends the Project Director, Evaluator, and Fiscal Contact attend the meeting.

Thank you for your continued support and commitment to the issue of tobacco control. The next few years will provide California with a unique opportunity to take huge leaps forward toward our mutual goal of preventing and reducing tobacco use in California. We look forward to working with you during this exciting time.

Sincerely,



April Roeseler, B.S.N., M.S.P.H.
Branch Chief
California Tobacco Control Program

cc: Richard Johnson, MD, MPH

California Tobacco Control Program, MS 7206 P.O. Box 997377 • Sacramento, CA 95899-7377
(916) 449-5500 • (916) 449-5517
Internet Address: www.cdph.ca.gov





RESOLUTION NO. R17-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO AMEND THE COUNTY
OF MONO LIST OF ALLOCATED POSITIONS TO ADD ONE TOBACCO CONTROL
PROGRAM COORDINATOR IN THE DEPARTMENT OF PUBLIC HEALTH**

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

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

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

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

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES as follows:

[[SEE PAGE TWO]]

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

Increase the allocation of a full-time permanent Tobacco Control Program Coordinator in the Department of Public Health by 1 (new total of 1) (salary range of \$4,741- \$5,762).

PASSED AND ADOPTED this 7th day of June, 2017, by the following

Vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Stacy Corless, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2017

Departments: Board of Supervisors

TIME REQUIRED

SUBJECT Out of State Travel Request

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

As Mono County National Association of Counties representative and member of the NACo Public Lands Steering Committee, Supervisor Corless is requesting authorization of out-of-state- travel to attend the NACo Annual Conference in Ohio. This includes the public lands policy steering committee meeting. More conference information here:
<http://www.naco.org/events/nacos-82nd-annual-conference-exposition>.

RECOMMENDED ACTION:

Approve out of state travel for Supervisor Corless (the county's NACo representative) to attend the NACo Annual Conference in Columbus, OH July 21-23

FISCAL IMPACT:

Up to \$1500 for conference registration and travel.

CONTACT NAME: Stacy Corless

PHONE/EMAIL: 760-920-0190 / scorless@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Staff report</p>

History

Time	Who	Approval
6/1/2017 3:51 PM	County Administrative Office	Yes

5/31/2017 5:47 PM

County Counsel

Yes

6/1/2017 8:53 AM

Finance

Yes



Larry Johnston~District One Fred Stump~ 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) 932-5533 • FAX (760) 932-5531

Shannon Kendall, Clerk of the Board

March 7, 2017

TO: Mono County Board of Supervisors

FROM: Stacy Corless

DATE: June 7, 2017

Description: As Mono County National Association of Counties representative and member of the NACo Public Lands Steering Committee, Supervisor Corless is requesting authorization of out-of-state- travel to attend the NACo Annual Conference in Ohio. This includes the public lands policy steering committee meeting. More conference information here: <http://www.naco.org/events/nacos-82nd-annual-conference-exposition>.

Recommended Action: Approve out of state travel for Supervisor Corless (the county's NACo representative) to attend the NACo Annual Conference in Columbus, OH July 21-23.

Fiscal Impact: Up to \$1500 for conference registration and travel.

Strategic Plan Alignment:

Economic Base, Environment—adequate funding for and good management of national forest lands and other public lands could have a positive impact on our tourism and recreation-based economy.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Application for ABC License -
Bridgeport MoMart

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Application for Alcoholic Beverage License from the Bridgeport MoMart.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
ABC License

History

Time	Who	Approval
6/1/2017 3:41 PM	County Administrative Office	Yes
5/25/2017 2:21 PM	County Counsel	Yes
5/31/2017 7:33 AM	Finance	Yes

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
4800 STOCKDALE HWY
STE 213
BAKERSFIELD, CA 93309
(661) 395-2731

File Number: 581229
Receipt Number: 2427632
Geographical Code: 2600
Copies Mailed Date: May 9, 2017
Issued Date:

DISTRICT SERVING LOCATION: BAKERSFIELD

First Owner: SIMPSON FAMILY FUELS, INC.

Name of Business: BRIDGEPORT MOMART

Location of Business: 453 MAIN ST
BRIDGEPORT, CA 93517

County: MONO

Is Premise inside city limits? No Census Tract 1233.64

Mailing Address: PO BOX 514 HWY 395 & TWIN LAKES RD
BRIDGEPORT, CA 93517

Type of license(s): 20

Transferor's license/name: 180030 / SIMPSON, JOHN L Dropping Partner: Yes No

Table with 7 columns: License Type, Transaction Type, Fee Type, Master, Dup, Date, Fee. Rows include 20 - Off-Sale Beer And Win ANNUAL FEE and PERSON-TO-PERSON TRANSFER, with a Total row showing \$304.00.

Have you ever been convicted of a felony? No

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? No

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of MONO

Date: May 9, 2017

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

See 211 Signature Page

SIMPSON FAMILY FUELS, INC.

THIS IS A SUPPLEMENTAL APPLICATION A \$100 SUPPLEMENTAL FEE HAS BEEN CHARGED. PLEASE MOVE FEES FROM FILE#581041 RECEIPT #2426126 TO FILE# 581229 RECEIPT #2427632. THANK YOU

use Previous Recorded 227 From File #581041

RECEIVED

MAY 12 2017

OFFICE OF THE CLERK



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Letter re: Camp Azusa

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter received from the Department of Water and Power regarding the use of Camp Azusa Campground. The Board of Supervisors was copied on this letter.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Letter re Camp Azusa

History

Time	Who	Approval
6/1/2017 3:58 PM	County Administrative Office	Yes
5/31/2017 5:46 PM	County Counsel	Yes
6/1/2017 8:53 AM	Finance	Yes

Los Angeles  Department of Water & Power

ERIC GARCETTI
Mayor

Commission
NIEL LEVINE, *President*
WILLIAM W. FUNDERBURK JR., *Vice President*
JILL BANKS BARAD
CHRISTINA E. NOONAN
AURA VASQUEZ
BARBARA E. MOSCHIOS, *Secretary*

DAVID H. WRIGHT
General Manager

May 17, 2017

RECEIVED

MAY 30 2017

Ms. Carol Haynes, Board Chairman
Camp Azusa
P.O. Box 71
Lee Vining, CA 93541

OFFICE OF THE CLERK

Dear Ms. Haynes:

Subject: Camp Azusa Campground - Lee Vining - Mono County

The Los Angeles Department of Water and Power (LADWP) controls a parcel of land identified as Assessor's Parcel Number 021-130-003, located adjacent to Highway 120 near Lee Vining in Mono County. It has come to LADWP's attention that Camp Azusa (Camp) has been operating a private campground on a portion of the above-referenced parcel without permission from LADWP. It also has been determined that the entrance to the campground and as many as four of the campsites are located on land owned by the United States Forest Service (USFS).

Further, LADWP received a copy of a letter from the USFS addressed to you dated March 13, 2017, stating that the Environmental Protection Agency (EPA) has put the USFS on notice of violation for the existence of several illegal pit toilets referred to as large capacity cesspools (LCC) located within the campground and are near Lee Vining Creek that supplies drinking water to Los Angeles. The violation states that there are six LCC's within the campground, two of which are located on USFS land and four are located on LADWP land.

The Camp has operated the campground under an authorization from the Mono County Board of Supervisors dated September 1, 1961, this authorization should not have been granted without City of Los Angeles (City) approval, as the City is the land owner. No formal approval or authorization by LADWP or the City for use of City property by the Camp exists.

LADWP must operate in compliance with the City's Charter and Administrative Code and endeavor to protect the City's watershed and water supply. Continued use of the

Putting Our Customers First 

111 N. Hope Street, Los Angeles, California 90012-2607 Mailing Address: Box 51111, Los Angeles, CA 90051-5700
Telephone (213) 367-4211 www.LADWP.com

Ms. Carol Haynes
Page 2
May 17, 2017

area as a private campground conflicts with laws and competitive bidding contracting requirements of LADWP.

Unfortunately, LADWP cannot allow continued use of an unauthorized campground. Recognizing the long standing existence of the campground and its members, LADWP is willing to authorize permission for the Camp to continue to use the premises until September 30, 2018, to allow time for the Camp to remediate the LCC's, remove all personal property and improvements, and phase out your campground use.

Permission is contingent on the Los Angeles Department of Water and Power (LADWP) receiving a signed copy of this letter indicating your acceptance of the terms and conditions listed below. Please return the signed copy of this letter and evidence of insurance to 300 Mandich Street, Bishop, California 93514-3449, attention Real Estate. If the signed copy of this letter has not been returned within 30 days, this permission will be revoked.

This permission is subject to the following terms and conditions:

1. This permission shall expire on September 30, 2018.
2. The Camp shall take immediate measures to arrange for the proper closure and abandonment of the LCC's located on LADWP property.
3. It shall be your responsibility to obtain any necessary permits and to ensure compliance with all applicable requirements. A copy of all permits and/or closure documentation shall be submitted to LADWP.
4. Overnight camping will be allowed in self-contained campers and recreational vehicles only. Additional sanitary facilities will be provided at your expense. All sanitary and/or trash facilities must be placed at least 100 feet from any creek or waterway.
5. No open fires will be allowed. Only charcoal, LPG, or other gas type stoves will be allowed for cooking.
6. Upon or prior to expiration of this permission, the Camp shall vacate the premises and shall peaceably surrender the same. The Camp shall remove any and all privately owned works, structures, improvements, hazardous materials and wastes, and personal property located in or upon the premises. The premises shall be left in a satisfactory condition, free from rubbish and other unsightly matter.

7. The Camp may elect to leave the stone monument of past campground members, however, LADWP makes no assurances as to the security of the monument or commitment that said monument will remain. LADWP may remove and dispose of the monument at any time, at its sole discretion.
8. Once vacated, please notify LADWP to arrange an inspection of the premises.
9. Permission expressed herein does not extend beyond City-owned property. All contracts, approvals, or permits from jurisdictional, federal, state, or county agencies or private parties, including other lessees of LADWP, shall be your responsibility.
10. The acceptance and exercise of this permission shall be without liability or expense to the City of Los Angeles and the Department of Water and Power.
11. A Certificate of Insurance, which provides \$1 million in general liability coverage, naming the City of Los Angeles and the Department of Water and Power of the City of Los Angeles as an additional insured, will be required.
12. **Indemnification – General:** The Camp acknowledges that it has inspected the premises, knows the condition thereof, and on behalf of itself and its successors, assigns, and sub-permittees undertakes and agrees to indemnify and hold harmless the City of Los Angeles (City), the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the City, defend by counsel satisfactory to the City, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including but not limited to the Camp's employees, contractors and sub-contractors of any tier, customers, invitees, and agents, or persons who enter onto the premises, or damage (including environmental damage) or destruction or loss of use of any property of either party hereto, or third persons in

any manner arising by reason of, incident to, or connected in any manner to this permission or to the premises covered under this permission, regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of the Indemnitees. It is the specific intent of this section that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this permission that give rise to future claims, even if the actual claim comes against the Indemnitees after the permission has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this permission.

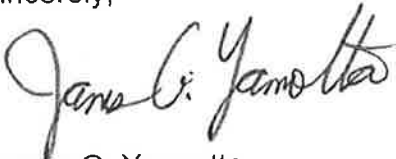
13. **Indemnification – Environmental:** The Camp, on behalf of itself and its successors, assigns, and sub-permittees, further undertakes and agrees to indemnify and hold harmless the City of Los Angeles (City), the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the City, defend by counsel satisfactory to the City, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties (including, but not limited to, costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including the Camp's employees, contractors and sub-contractors of any tier, customers, invitees, and agents, or other persons who enter onto the premises, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by the Camp of any term and/or condition of this agreement, relating directly or indirectly to the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by the Camp or its personnel with respect to the subject area/property covered under this permission, on the part of the Camp or its officers, agents,

Ms. Carol Haynes
Page 5
May 17, 2017

employees, or sub-permittees of any tier, regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of the Indemnitees. It is the specific intent of this section that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Indemnitees after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement.

If you have any questions regarding this permission, please write to our office at the above-noted address, or you may telephone Mr. Scott Cimino, Real Estate Officer, at (760) 873-0369 or (760) 873-0370. Again, this permission will not be valid unless a signed copy of this letter and evidence of insurance have been returned to this office.

Sincerely,



James G. Yannotta
Manager of Aqueduct

SC:src

Enclosure (to be signed and returned)

c: Mr. Jon Regelbrugge,
USFS District Ranger
Mr. Louis Molina,
Mono County Environmental Health Director
Mono County Board of Supervisors
Mr. Scott Cimino
Real Estate



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2017

Departments: Board of Supervisors

TIME REQUIRED

SUBJECT Letter to Representative Paul Cook
Regarding his Visit

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter to Representative Paul Cook regarding his Memorial Day visit to Mono County and asking for his continued support on issues that directly affect Mono County. This letter is provided for Board information only. The letter was drafted and sent consistent with the County's Legislative Platform.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Stacy Corless

PHONE/EMAIL: 760-920-0190 / scorless@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Letter

History

Time	Who	Approval
6/1/2017 3:53 PM	County Administrative Office	Yes
6/1/2017 4:21 PM	County Counsel	Yes
6/1/2017 3:43 PM	Finance	Yes



Larry Johnston-District One Fred Stump- 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) 932-5533 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

May 31, 2017

The Honorable Paul Cook
U.S. House of Representatives, California District 8
1222 Longworth House Office Building
Washington, DC 20515

Via Email

Dear Mr. Cook,

Thank you for visiting Mono County over the Memorial Day Weekend.

The Mono County Board of Supervisors values the opportunity to meet with you and your staff while you are in the Eastern Sierra. Your service to our nation, both in the US Marines and as a member of the House of Representatives, is greatly appreciated. As a follow up to your visit, we would like to offer this summary of Mono County's requests on important federal issues:

We urge you to support current public lands policies which contribute to our local economy

- Mono County's economy depends primarily on recreation and tourism. A 2008 economic study showed we had 1.5 million visitors annually, who enjoyed 4.7 million visitor days in our county. Recent estimates for the Eastern Sierra show over 4 million visitors annually. A recent study showed that the annual direct spend by tourists in Mono County in 2015 was just over \$450 million. This activity supported 5,680 jobs, no small impact on our economy.
- People come from all over to enjoy our public lands, which make up 95 percent of the land in the county. We encourage you to maintain current Federal policies, and not reduce wilderness areas or establish other restrictions that would hinder visitor access to public lands in Mono County.
- We are open and anxious to pursue innovative policies, increased collaboration, and partnership opportunities with various Federal public lands agencies, which can maximize the use of scarce Federal funds or streamline permit and other processes. We will keep you informed of initiatives in these areas so you can help us move forward.

We urge you to provide additional funding for Federal public lands agencies which also support our local economy

- We strongly urge you to fix the US Forest Service wildfire funding problem. The current policy which raids recreation and other valuable USFS programs to fund wildfire suppression hurts Mono County through constant reductions in recreation funding availability. Other natural disasters are not funded this way. Wildfires should not be funded at the expense of other critical programs.
- We understand the budget challenges facing the Congress, but we strongly request you maintain and not reduce the budgets of Federal public lands agencies, especially the US Forest Service, the National Park Service, and the Bureau of Land Management.
- Mono County visitors expect available, good quality, and staffed facilities when they arrive. The lack of funding for infrastructure, maintenance, and staff, makes it increasingly difficult to meet these expectations. As an example, right now over 20 restrooms in the Inyo National Forest campgrounds and other areas need replacement, but funds are limited. Trails need repair and rebuilding. The four visitor centers in the Eastern Sierra constructed with Federal funds over the last 20-30 years are in sore need of maintenance and repair. Taxpayers visit these buildings and cannot help but wonder why the Congress allows these capital investments to be neglected.
- Finally, we encourage you to reject the proposed Trump Administration cuts to Federal public lands agencies. These are hastily and poorly developed ideas and would only make a bad situation worse. Investing in these agencies builds our local as well as the national economy, so why would we consider reducing spending?

We encourage you to carefully review other proposed Trump Administration budget reductions that will hurt Mono County residents

- Mono County spent just over \$5.8 million in Federal funds in 2016. This represented just under nine percent of our total funds spent, but is a critical part of selected programs that take care of our Mono County residents. The proposed Trump Budget would reduce many of these grants and will hurt our residents, many of whom are some of the most vulnerable.
- For example, the reductions in Medicaid funding, Temporary Assistance for Needy Families, Children's Health Insurance Program, and the Supplemental Nutrition Assistance Program, would significantly affect the quality of life for many in Mammoth and our rural communities. The impact of these reductions would be severe, shifting costs to state and county budgets, or resulting in increased crime, substance abuse, and unemployment, as families try to cope.
- The proposed cuts in the Payment in Lieu of Taxes (PILT) program, the Community Development Block Grant program, Transportation grants, and general reductions in other Federal budgets would hurt Mono County as well. We spent our CDBG funds last year on a housing needs assessment study and support for homebuyers to respond to our critical housing problem. Our Drug Court program funded by a Justice Department grant continues to show great success saving money and saving lives. These are just a few of the positive impacts of federal funds in Mono County.

We strongly request you reconsider your support for the recently approved Health Care legislation passed by the House.

- This bill will affect almost 2,000 Mono County residents who have obtained health insurance and now could lose it. There are other concerns about this bill which we can go into greater detail later. As we understand it, nothing in this legislation will reduce the need for health insurance, especially for the poor, it will just shift the burden of who pays for it. That is bad policy, short-sighted, and we urge you to carefully review any Senate bill that comes forward for House consideration to correct these deficiencies.
- We are very concerned about reductions this legislation or other budget cuts could have on our residents who suffer from mental health or substance abuse disorders. It is a major step for those with these disorders to enter treatment and service programs. It would be a tragedy for both the individuals and families involved, plus the communities in which they live, to have these programs cut and the potential for healing and successful transition to a better life lost. Surely, we can do better.

We request that no energy corridor be created through Mono County

- We are aware there is ongoing discussion about moving hazardous wastes to selected sites in the western states. Especially as this work moves ahead, we ask you to ensure no planning of any routes into or through Mono County is considered.

Finally, one of our Board members asked us to convey his appreciation for your reasonable and civil approach to governing, and his desire that you work with your House colleagues to build a more civil and respect-based process in Washington. We were also asked that you keep our sons and daughters in our armed services safe by avoiding any unnecessary and unwise wars.

Thank you again for your visit to Mono County this weekend. We do appreciate the opportunity to meet with you and to discuss our concerns.

Sincerely,

Stacy Corless
Chair, Mono County Board of Supervisors

CC: Mono County Board of Supervisors



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2017

Departments: District Attorney

TIME REQUIRED 1 hour

**PERSONS
APPEARING
BEFORE THE
BOARD** Tim Kendall

SUBJECT Termination of the Mono County
Narcotic's Enforcement Program

AGENDA DESCRIPTION:

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

Explanation as to why the Narcotic Enforcement Program will no longer be utilized.

RECOMMENDED ACTION:

None. Information Only.

FISCAL IMPACT:

No Fiscal Impact.

CONTACT NAME: Tim Kendall

PHONE/EMAIL: (760) 932-5550 / tkendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

History

Time	Who	Approval
5/2/2017 5:54 AM	County Administrative Office	Yes

5/25/2017 4:24 PM

County Counsel

Yes

5/31/2017 7:32 AM

Finance

Yes

County of Mono Office of the District Attorney

www.monocountydistrictattorney.org

Bridgeport Office:
Main St. Court House, P.O. Box 617
Bridgeport, CA. 93517
Tel:(760)932-5550 fax: (760)932-5551



Mammoth Office:
Sierra Center Mall, P.O. Box 2053
Mammoth Lakes, CA. 93546
Tel:(760)924-1710 fax: (760)924-1711

Tim Kendall - District Attorney

TO: Honorable Board of Supervisors
FROM: Tim Kendall, District Attorney
DATE: May 16, 2017

Time Needed: Regular Agenda – Presentation 15 minutes.
Discussion 15 minutes.

Subject

Termination of the Mono County Narcotic's Enforcement Program.

Recommendation

None – Information only

Discussion

Mono County District Attorney, for the past 27 years has operated the narcotics enforcement program in conjunction with the Sheriff's Department and the Mammoth Lakes Police Department.

The Police Department pulled out of the program in 2010, when officers were cut from their department. When that occurred, the program was still maintained by the District Attorney and the Sheriff's Department with hopes that the Police would eventually be able to re-staff and support the program again. That hasn't happened.

The Sheriff's Department also pulled out in 2014 when several of their officers left for other positions and they were not able to replace them with new hires. As a result, the Sheriff had to shift deputies out of the program and put them on patrol.

The sole responsibility for the past 3 years for running this program and providing officers to the program has fallen to the District Attorney, specifically the law enforcement division of the District Attorney's office, who are law enforcement officers.

When the Police Department pulled out and then the Sheriff's Department pulled out it was my goal to keep the program going at least in a limited function because it was so important to me and to the health of our community. It was a band aid until the Police Department and the Sheriff's Department could re-engage with staffing and also give it the priority that it requires.

Narcotics devastate businesses, individuals, families and whole communities. It is not only the number one crime in Mono County in regard to numbers but it is the most critical issue facing our community today.

We have done a fairly decent job with little staff and little support on keeping illegal narcotics at bay and not visible to the majority of our residents and visitors, especially in Mammoth. Seventy four percent (74%) of all drug investigations and cases originate out of the Town. In the last year alone, approximately 130 cases were worked by one investigator out of my office. I believe that this is a very small representation of the overall narcotic activities that are occurring in the town. At the height of the program, before the police department pulled out, we had 3 officers and a very proactive police and sheriff department. We averaged about 400 cases per year. Of the 130 cases that were worked in 2016, half of them involved the illegal transportation and sales of narcotics into our community. The other half involve users and addicts. Also, out of that 130 case investigations, about half of those cases also involve other crimes such as theft, burglary assaults and shootings. So, there is a correlation between drug dealing and drug use and other crimes. We have had funding which supports this program by paying for, all overtime incurred by officers, equipment, training, and we even formed a new Drug Court Program to assist those that need help. The current drug of choice in Mammoth is Heroin followed by Methamphetamine, Oxycodone and then cocaine. In the County, it is Methamphetamine then Cocaine. That information is supported by our case investigations as well as the information that is being provided to us by the dealers and addicts that we come into contact with. Mammoth has a very disturbing underbelly that has been kept in check by this program.

I share this information to unfortunately say that the District Attorney's Office will no longer work narcotics cases in the Town or in the County. We have ceased all operations of the program. Without the participation of other law enforcement partners, we are at a point that the program is no longer sustainable. The District Attorney's Office cannot do it alone. Every county in the state has some type of narcotic's enforcement so to my knowledge we will be the first not to. I have struggled for many months with this decision and I have lost many nights of sleep. I am disappointed in myself for not being able to preserve the program and I am concerned with what the future impact may be.

Fiscal Impact

No General Fund



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2017

Departments: CAO, Finance

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Leslie Chapman, Janet Dutcher

SUBJECT Budget Ad Hoc Committee

AGENDA DESCRIPTION:

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

Establishment of Budget Ad Hoc Committee consisting of two Supervisors.

RECOMMENDED ACTION:

Establish the Budget Ad Hoc Committee. Appoint two Supervisors to the Committee. Provide any desired direction to staff.

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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Staff report

History

Time	Who	Approval
5/24/2017 5:17 PM	County Administrative Office	Yes
6/1/2017 4:20 PM	County Counsel	Yes
6/1/2017 4:33 PM	Finance	Yes



DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

Stephanie M. Butters
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM
Director of Finance

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

Date: June 7, 2017

To: Honorable Board of Supervisors

From: Leslie Chapman, CAO
Janet Dutcher, Finance Director

Subject: Budget Ad Hoc Committee

Action Requested:

Establish the Budget Ad Hoc Committee. Appoint two Supervisors to the Committee. Provide any desired direction to staff.

Discussion:

At the April 4, 2017 meeting, your Board directed staff to bring back an item to establish an Ad Hoc Budget Committee. The Committee would consist of two appointed Supervisors.

The Committee would work with County staff, including the County Administrative Officer and Finance Director, to facilitate development and understanding of the budget at the governance level including:

- Become familiar with the budget details and communicate that back to the full Board
- Formulate questions about the budget in advance of public discussion
- Provide opportunity for governance-related feedback as the budget is developed
- Refinement of budget policy
- Understand prioritization of spending needs and assist in setting spending priorities
- Participate in high level discussions and formulate recommendations that address all sorts of budgetary challenges such as revenue shortfalls, increasing expenditures and unfunded projects
- Assist in assessing and prioritizing policy item requests
- Communicate budget results and impacts at the community meetings
- Present and facilitate budget details to governance at the budget workshop

The Committee would be dissolved upon accomplishment of these tasks.

Fiscal Impact:

None.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2017

Departments: CAO; Board of Supervisors

TIME REQUIRED 1 hour

**PERSONS
APPEARING
BEFORE THE
BOARD**

Craig Thomas, Malcolm North, Leland
Tarnay

SUBJECT Multi-Agency Fire MOU Presentation
and Discussion

AGENDA DESCRIPTION:

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

Presentation by Craig Thomas, Conservation Director of Sierra Forest Legacy, Malcolm North, Research Ecologist for the US Forest Service, and Leland Tarnay, Ph.D., Physical Ecologist for the Forest Service regarding a Fire MOU Partnership. This item is sponsored by Supervisor Corless.

RECOMMENDED ACTION:

None (informational only). Provide any desired direction to staff.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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<input type="checkbox"/> Staff Report
<input type="checkbox"/> Fire MOU Partnership May 2017
<input type="checkbox"/> Fire MOU Signed
<input type="checkbox"/> Malcolm North talk
<input type="checkbox"/> Leland Tarnay Talk

History

Time	Who	Approval
5/24/2017 4:35 PM	County Administrative Office	Yes
5/25/2017 4:23 PM	County Counsel	Yes
5/31/2017 7:43 AM	Finance	Yes



C L E R K – R E C O R D E R – R E G I S T R A R
C O U N T Y O F M O N O

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

Shannon Kendall
Clerk-Recorder-Registrar
760-932-5533
skendall@mono.ca.gov

Helen Nunn
Asst. Clerk-Recorder-Registrar
760-932-5534
hunn@mono.ca.gov

To: Honorable Board of Supervisors

From: Helen Nunn
Assistant Clerk-Recorder-Registrar

Date: June 7, 2017

Subject: Multi-Agency Fire MOU presentation and discussion

Discussion:

The Fire MOU Partnership is a broad coalition of Federal and State agencies including CAL FIRE and the Sierra Nevada Conservancy, several NGOs including Sierra Forest Legacy, the CA Forestry Association, and 3 prescribed fire councils.

The purpose of the Fire MOU is to increase the use of fire to meet ecological and other management objectives.

It is grounded in the understanding that while it will always be important to protect human life and property, fire exclusion and a century of intensive fire suppression comes with some serious costs including ecological, economic, carbon, and public health and safety.

Fire has helped define the California landscape for tens of thousands of years, as has precipitation, but recently we are seeing increasing fire size and intensity and emissions outputs that are extremely damaging to public health.

While there is no no-fire option for a landscape like California's, there are ways to work with fire to increase the natural resource and public benefits. Increasing the pace and scale of restoration must include a significantly expanded, well managed, fire program if we are to attain landscape resilience.

Close coordination with air quality regulators is also essential in dealing with the challenging issues of emission trade-offs, burn windows, achieving ecological scale of forest resilience, early public notification and other important factors.

Below is the link to a recent May 8th Capitol Public Radio Interview for Wildfire Awareness Week with CAL FIRE Chief Ken Pimlott, Rob Griffith from Forest Service Region 5 Fire and Aviation Management.

<http://www.capradio.org/94212>

Recommendation:

Receive presentation and provide any direction to staff.

Fiscal Impact:

None at this time.

The Fire MOU Partnership

- Started as a Settlement Agreement between the Forest Service and Sierra Forest Legacy (Fall 2014)
- Expanded to 11 initial partners including: Cal Fire, Sierra Nevada Conservancy, The Nature Conservancy, National Parks Service, The Wilderness Society, The Sierra Club, Center for Biological Diversity, Northern California Prescribed Fire Council, Southern Sierra Prescribed Fire Council. (Fall 2015)
- New Partners added by (June 2016) included: Audubon Canyon Ranch, Bureau of Land Management, California Forestry Association, CA State Parks, Central Coast Prescribed Fire Council, CSERC, NRCS, Southern California Edison, UC Berkeley Center for Fire Research and Outreach, and other individuals.
- More parties to be added . . . Pacific Forest Trust; Pepperwood Preserve

FIRE MOU Partners have a Steering Committee and 3 primary work groups:

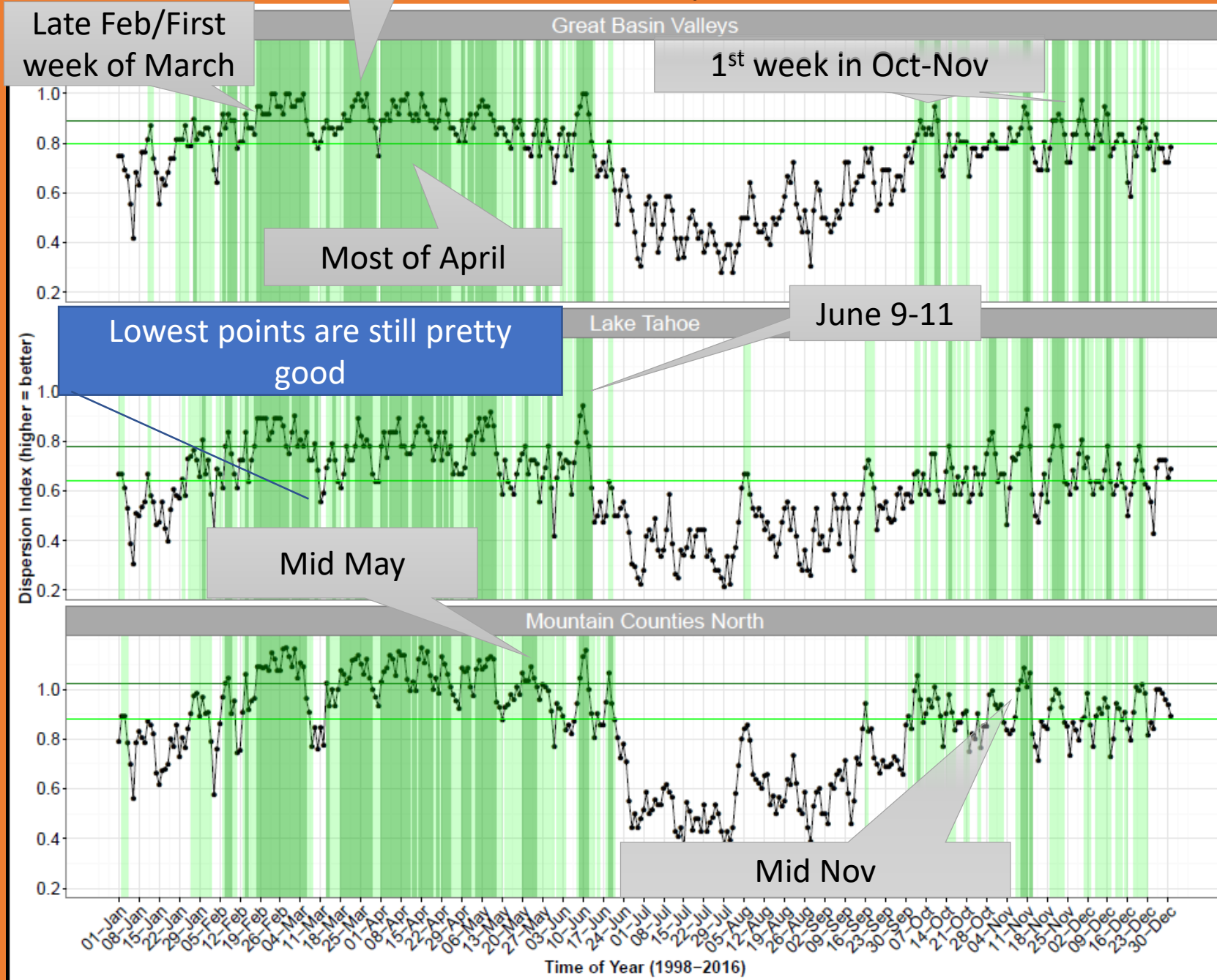
- **Capacity Work Group**---increasing training and staff capacity to do more fire work; cross jurisdictional work that gets to larger acreage resilience;
- **Policy Work Group**---defining the barriers to increased fire use; remove or limit impact of barriers (and keep support of stakeholders);
 - air quality issues such as limits on burn duration; per acre fees
 - burn day availability, fuel moistures, staff and logistic support
 - public understanding of the need for fire in the ecosystem.
 - risks of burning and risks of not burning
 - public health and emissions trade-offs
 - overcoming a century plus of fire exclusion
- **Communication and Outreach Work Group**—media framing of fire and fire effects, using language that builds understanding and support v. fear and insecurity.

Fire Management

What Guides Us:

- Centuries of fire use by Native Californians for natural resource and cultural benefits.
- The Best Available Science from Dr. Harold Biswell in 1960, to SNEP 1996, to Dr. Malcolm North et. al. 2015, to today, scientists have been calling for increased fire use and warning us of the consequences . . . if we don't increase fire use.
- The Governor's Tree Mortality Emergency Proclamation → Increase prescribed fire.
- The Fire MOU Partnership promoting increased fire use for ecological and other benefits such as public health and community safety.
- Forest Service Leadership Intent-2011—Fire Exclusion and past management decisions got us where we are today, which is . . . not a good place.
- The State Fire Plan
- The ultimate consequences of fire exclusion (the King Fire; the Rim Fire). The King fire landscape has seen significant activity over the past century BUT no significant fire use since 1908 . . .

Tahoe/Central Sierra Rx "best bets"



LEGEND

- More likely than not
- Pretty good bet

Late Feb/First week of March

Late March

Great Basin Valleys

1st week in Oct-Nov

Most of April

Lowest points are still pretty good

Lake Tahoe

June 9-11

Mid May

Mountain Counties North

Mid Nov

Time of Year (1998-2016)

FIRE MOU PUBLIC INFORMATION AND EDUCATION PLAN

The Fire MOU Outreach and Communications Working Group is dedicated to providing high-quality science-based fire *information responses* for identified target audiences (see list below). The Fire Information Response and Education (FIRE) Program will emphasize the major goals of the Fire MOU Partners to increase public awareness and support for increasing fire use for multiple resource objectives in California¹

Contents

- Goals
- Other Important References
- Staffing
- Key Messages
- Target Audiences
- Communication Methods
- Annual Plan by Season

Goals

The FIR&E Program has four goals:

GOAL #1 – Offer year-round education on fire ecology, fire history, and fire effects in the Sierra. Communicate how prescribed fire and managed natural ignitions meet natural resource management and community protection goals for land management agencies and private landowners which provide multiple resource benefits for Californians

GOAL #2 – Provide accurate and timely incident information for local, regional, and national fire operations as needed.

GOAL #3 – Work with local communities to promote fire safety, fire prevention, defensible space, fire wise community planning, and fuels management. Help them to understand that restoring fire on the landscape, well-planned and when safe to do so, is also a key tool to protect public health and safety.

GOAL #4 – Build and maintain interagency, educational, and community partnerships to improve fire education activities.

Key Messages

The FIR&E Program will provide target audiences with accurate information about fire management from both the national and local perspectives.

The Fire MOU Section III includes language supporting our commitment to public outreach and education. The Outreach and Communication Working Group utilized and synthesized the information meeting notes from our June 2016 Fire MOU Partnership meeting to create this document. This Communication Plan is a living document offered to all our partners to utilize as they wish in support of the general goal of increasing fire use in California for ecological and other resource benefits.

Communication and Outreach Plan

There is **no-no fire-**
option in California

Burning Questions

Can we re-establish fire as a primary disturbance and gain the benefits of increased, ecologically significant, pace and scale of restoration?



Fire in the past . . .

Prehistoric fire and emissions in CA forests, woodlands, shrublands, grasslands (Stephens et al. 2007)

“The idea that U.S. wildfire area of approximately two million ha annually is extreme is certainly a 20th or 21st century perspective.”

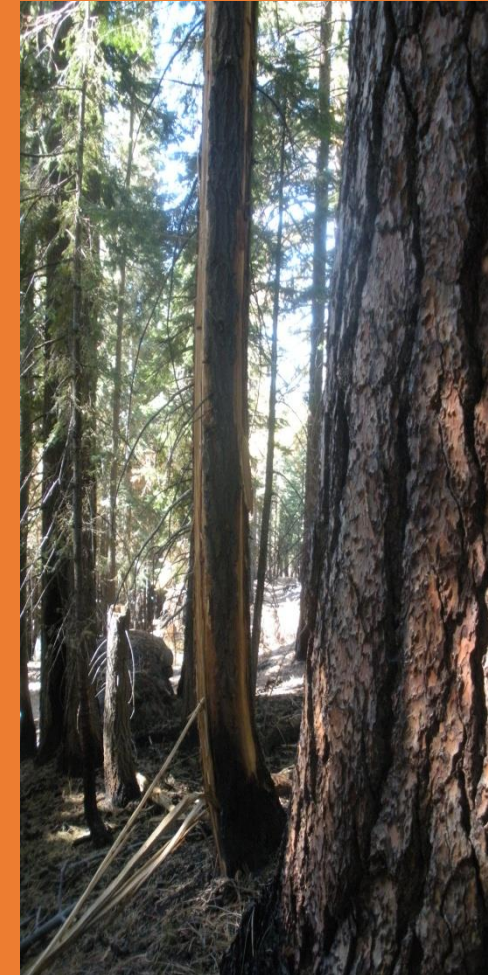
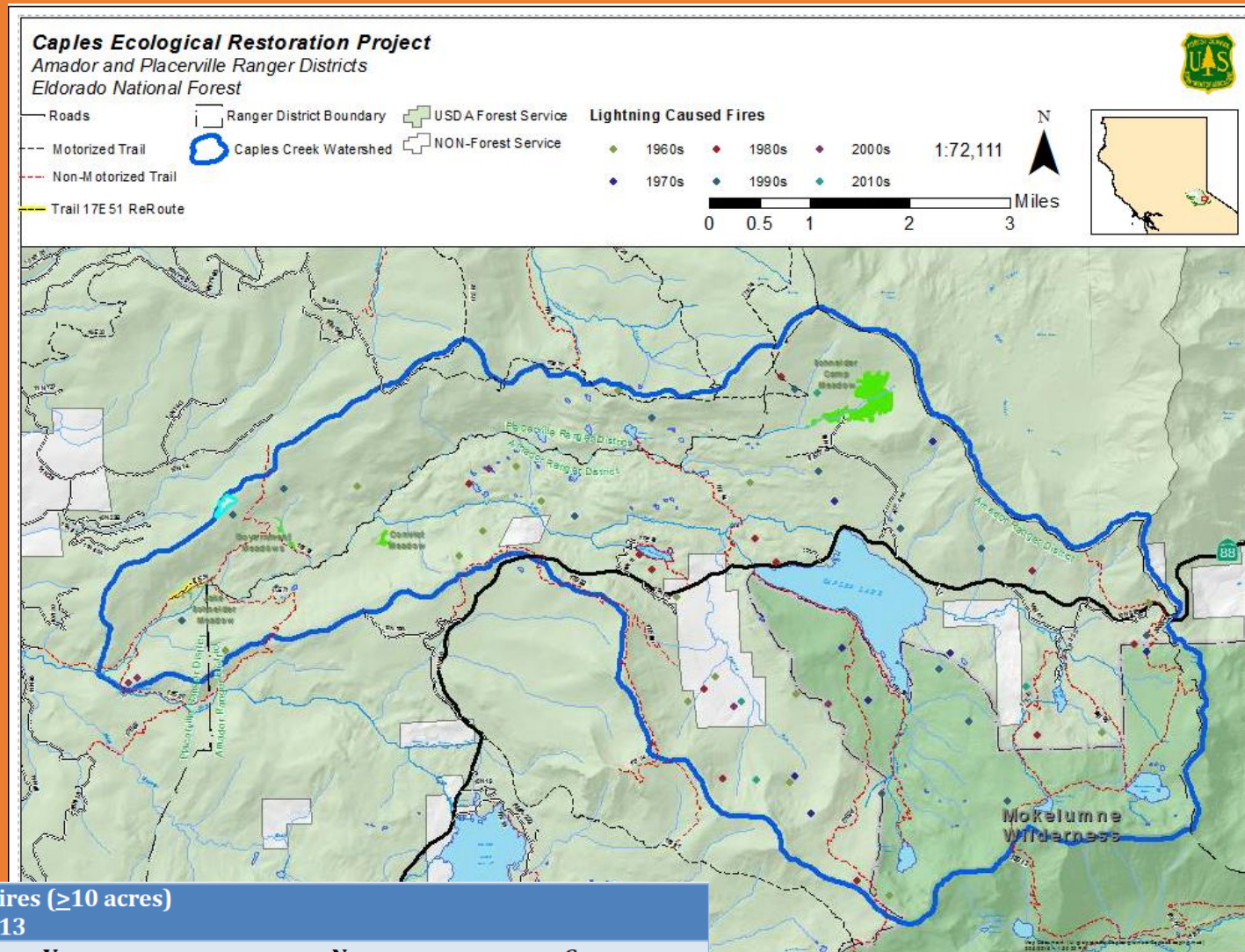
“Approximately 1.8 million ha (4.45 million acres) burned annually in California prehistorically (pre-1800)”.

Much of California has changed since 1850 but our forestlands are still forestlands.

Burning Question: What are the implications of fire exclusion in strongly fire-associated forests in the Sierra Nevada?

487,000 ac burned annually in the Sierra Nevada (North et al. 2015)

Caples Creek Watershed Lightning Ignition



**Class C Fires (≥ 10 acres)
 1908-2013**

Year	Name	Cause
1928	Mule Canyon	Lightning
1934	Mule Canyon	Lightning
1975	Unknown	Lightning
1999	Jake	Lightning

Class A and B Fires (<10 acres) 1960-2013

Cause	Number of Ignitions
Lightning	141
Human	79





Beaver Creek
Pinery
Ishi
Wilderness

Reference
site subject
to fire
suppression

Current Pace and Scale: One measure is against historic rates:
 How much of the Sierra Nevada burned/yr? About 1/2 million ac

Forest Type ²	Area (ac)	HFRI ¹		Own er- ship	Forest Service			Own er- ship	National Park Service		
		Me an (yr)	High (yr)		Area (ac)	Mean HFRI (ac/yr)	High HFRI (ac/yr)		Area (ac)	Mean HFRI (ac/yr)	High HFRI (ac/yr)
Mix. conifer West-side	1,466,539	12	25	0.62	909,254	75,771	36,370	0.05	73,327	6,111	2,933
ponderosa Lwr cismon.	1,087,734	5	12	0.53	576,499	115,300	48,042	0.08	87,019	17,404	7,252
mix. con-oak	1,046,221	10	30	0.46	481,262	48,126	16,042	0.04	41,849	4,185	1,395
Jeff. pine-fir	730,428	8	25	0.8	584,342	73,043	23,374	0.09	65,738	8,217	2,630
Jeffrey pine East-side	484,563	6	20	0.75	363,422	60,570	18,171	0.13	62,993	10,499	3,150
ponderosa	398,819	5	15	0.76	303,103	60,621	20,207	0	0	0	0
Black oak	268,598	10	25	0.6	161,159	16,116	6,446	0.03	8,058	806	322
White fir	133,434	25	45	0.7	93,404	3,736	2,076	0.06	8,006	320	178
Aspen	24,463	30	90	0.89	21,772	726	242	0.02	489	16	5
Sequoia-mix con.	17,544	15	20	0.31	5,439	363	272	0.52	9,123	608	456
Active Man. Total	5,658,343				3,499,655	454,371	171,241		356,602	48,166	18,321
Red fir	838,905	45	90	0.61	511,732	11,372	5,686	0.3	251,671	5,593	2,796
Lodge. pine Red fir-west.	532,748	30	110	0.6	319,649	10,655	2,906	0.42	223,754	7,458	2,034
white p. Whitebark p.	393,877	50	135	0.75	295,408	5,908	2,188	0.18	70,898	1,418	525
mtn hemlock Whitebark &	93,404	85	180	0.62	57,910	681	322	0.37	34,559	407	192
lodge. pine Up cismon.	92,168	40	165	0.86	79,265	1,982	480	0.12	11,060	277	67
mix. con-oak	64,493	15	45	0.48	30,957	2,064	688	0.14	9,029	602	201
Foxtail pine	58,810	50	150	0.21	12,350	247	82	0.77	45,284	906	302
Whitebark p.	54,115	65	200	0.68	36,798	566	184	0.31	16,776	258	84
Passive Man. Total	2,128,519				1,344,068	33,475	12,536		663,031	16,918	6,201
All Man. Total	7,786,862				4,843,723	487,846	183,778		1,019,633	65,084	24,522

North, M.P., B.M. Collins, and S.L. Stephens. 2012. Using fire to increase the scale, benefits and future maintenance of fuels treatments. Journal of Forestry 110: 392-401.

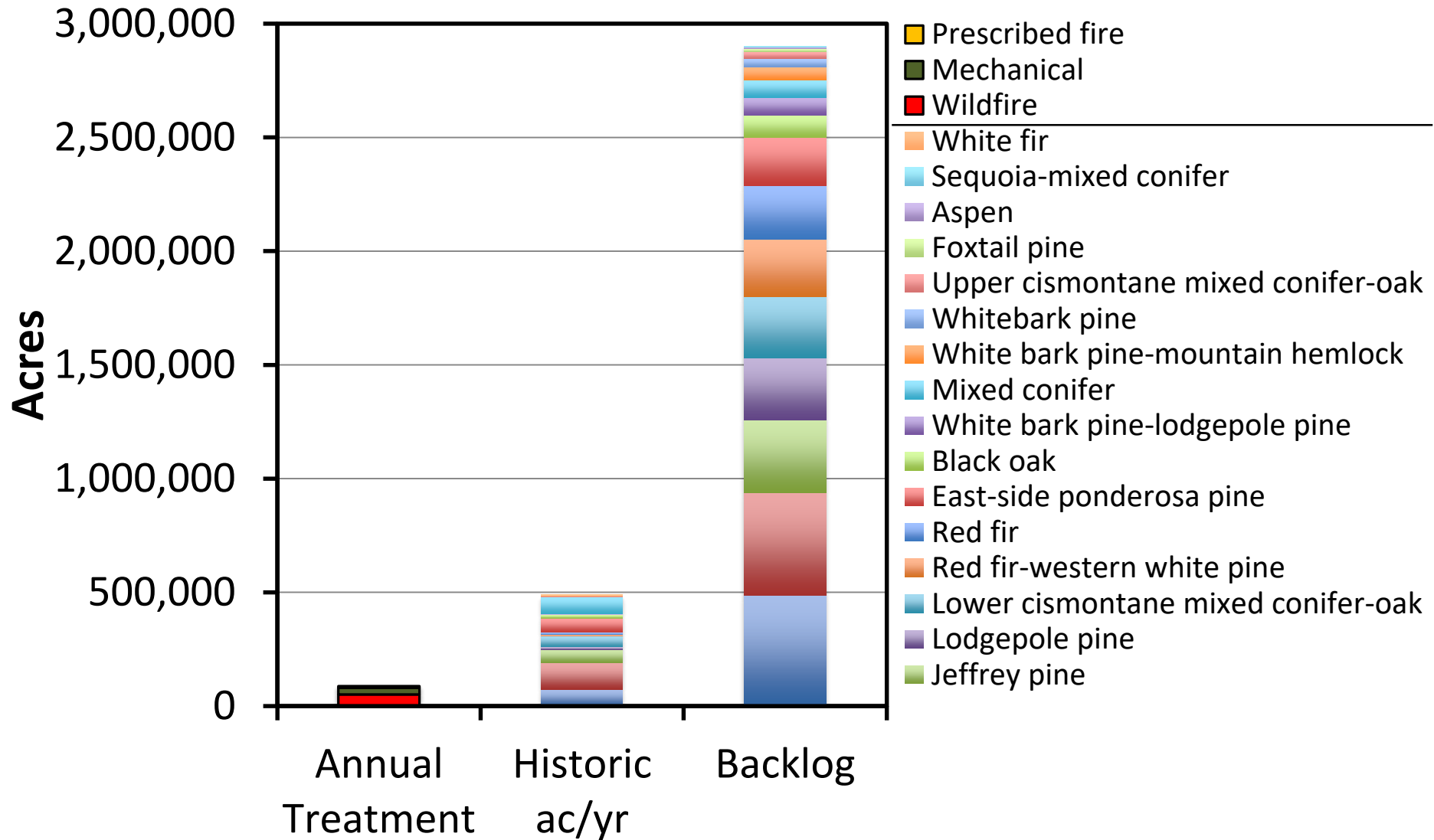
Current Pace and Scale on National Forests

Historical Rate of Fire	487,486 acres/year
Current Rates of Treatment* (1998-2008)	36,854
• Mechanical treatment	28,598
• Prescribed fire	8,256

- **Current treatment is 7.6% of historical rate**
- **Annual Deficit = 450,000 acres/year**

*For this same 11 year period, wildfire burned an average of 51,000 ac/yr. But current wildfire is often not a treatment, averaging >33% high severity on Forest Service land (Miller et al. 2012)

The Fire “Debt” or Backlog is Much Greater



At current rates, 66% of National Forest Lands will never get treated

Consequences of Fire Suppression

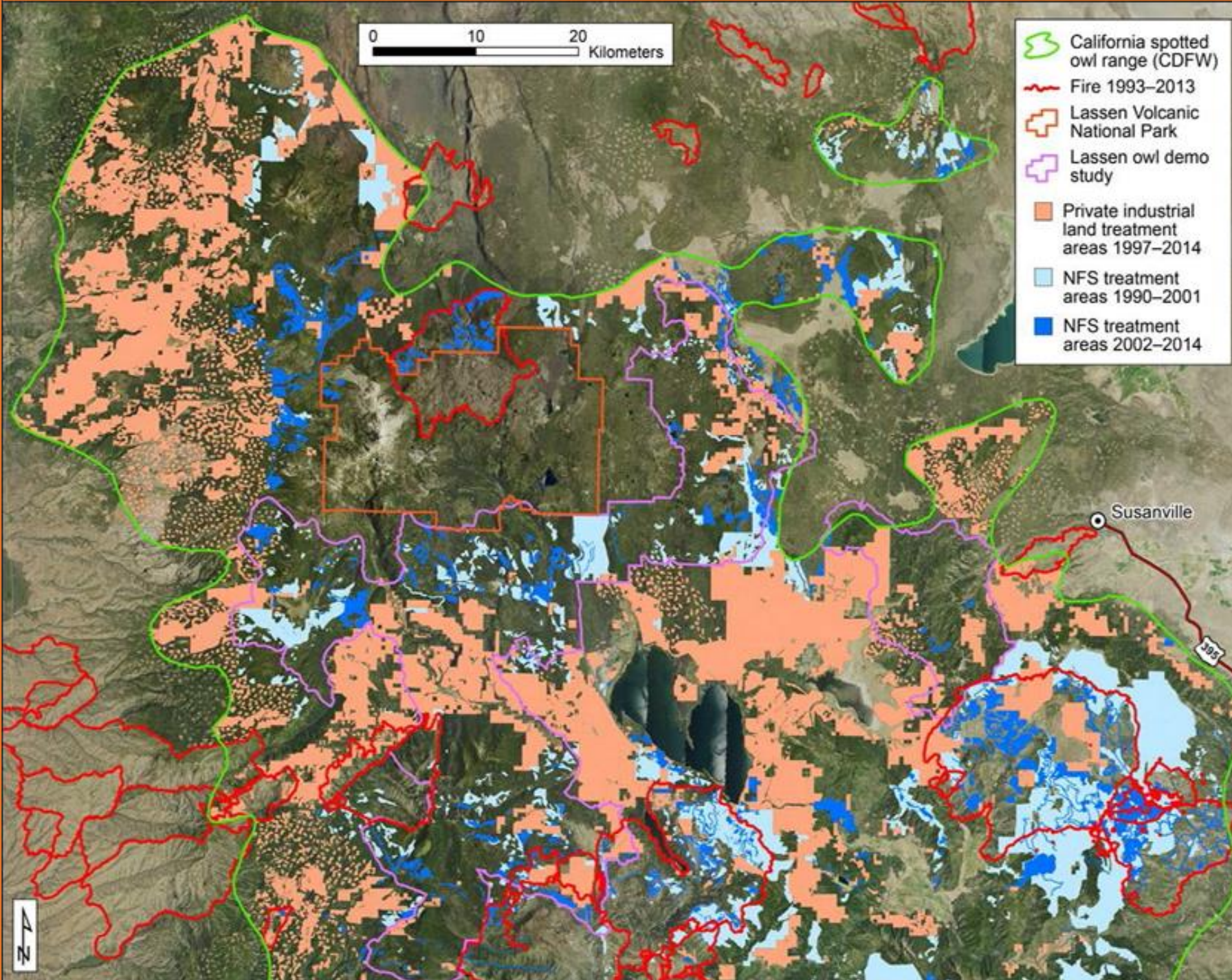


- Suppression only postpones: fuel loads increase and escaped ignitions occur during extreme weather
- Since the start of effective suppression in the 1920s, in the contiguous U.S., 16 of the 20 largest wildfires have occurred in just the last 14 years
- Fire is inevitable: Choice is between beneficial fire mostly on your terms vs. triaging ‘Act of God’ events

Implications

- Even if you quadrupled the current rate of mechanical treatment to $>100,000$ ac/yr, you'd still be treating $<1/4$ of what's needed
- And almost $1/2$ of Sierra firesheds you cannot significantly affect wildfire spread or intensity with only thinning
- Fire is the only way to truly change pace and scale.
- Its up to us to decide what kind of fire we want.





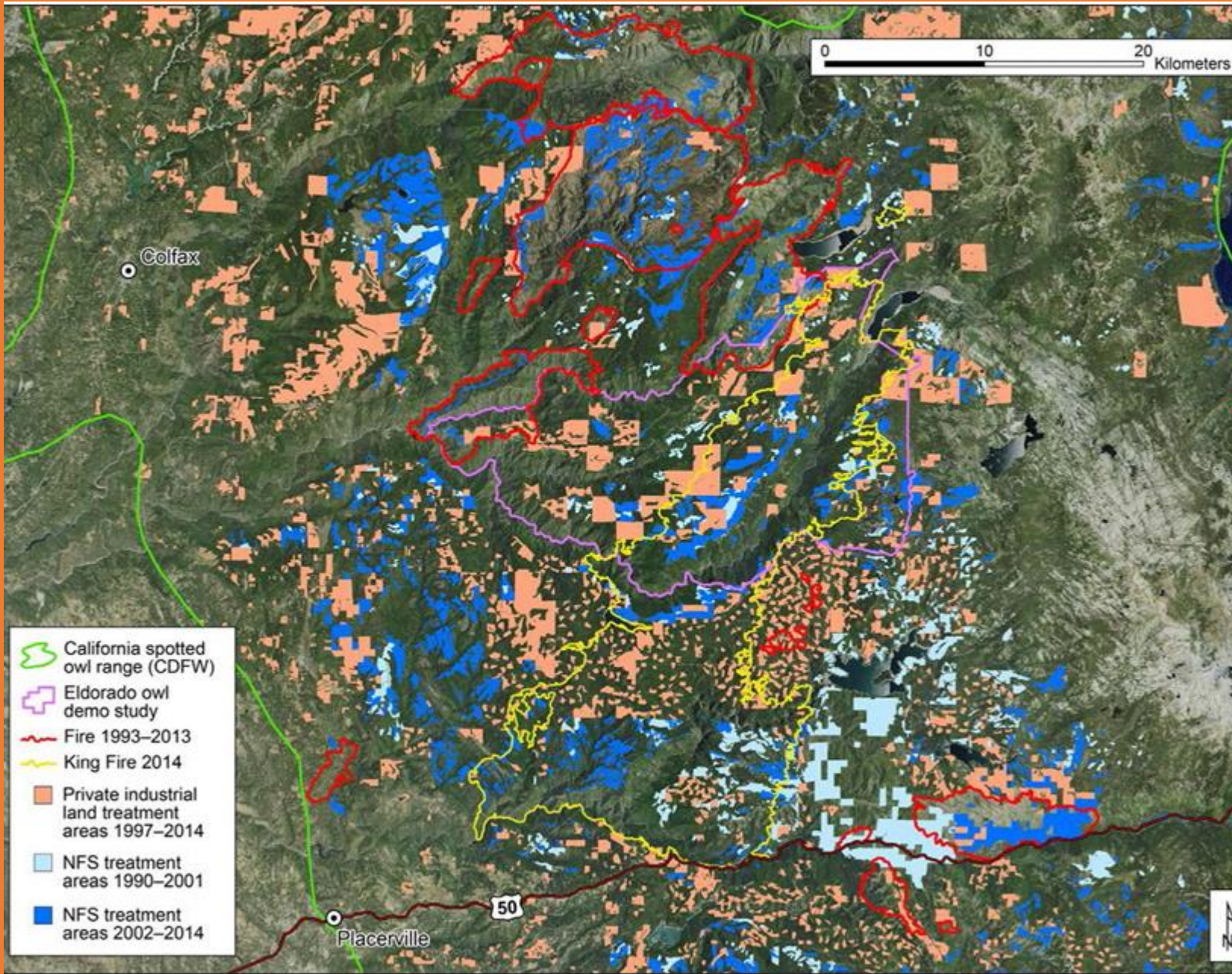
Plumas-Lassen area

Public land treatments in light and dark blue

Private land treatments in beige

Fires in red outline

CSO range area in green



Tahoe-Eldorado NF area

Public land treatments in light and dark blue

Private land treatments in beige

Fires in red outline

CSO range area in green

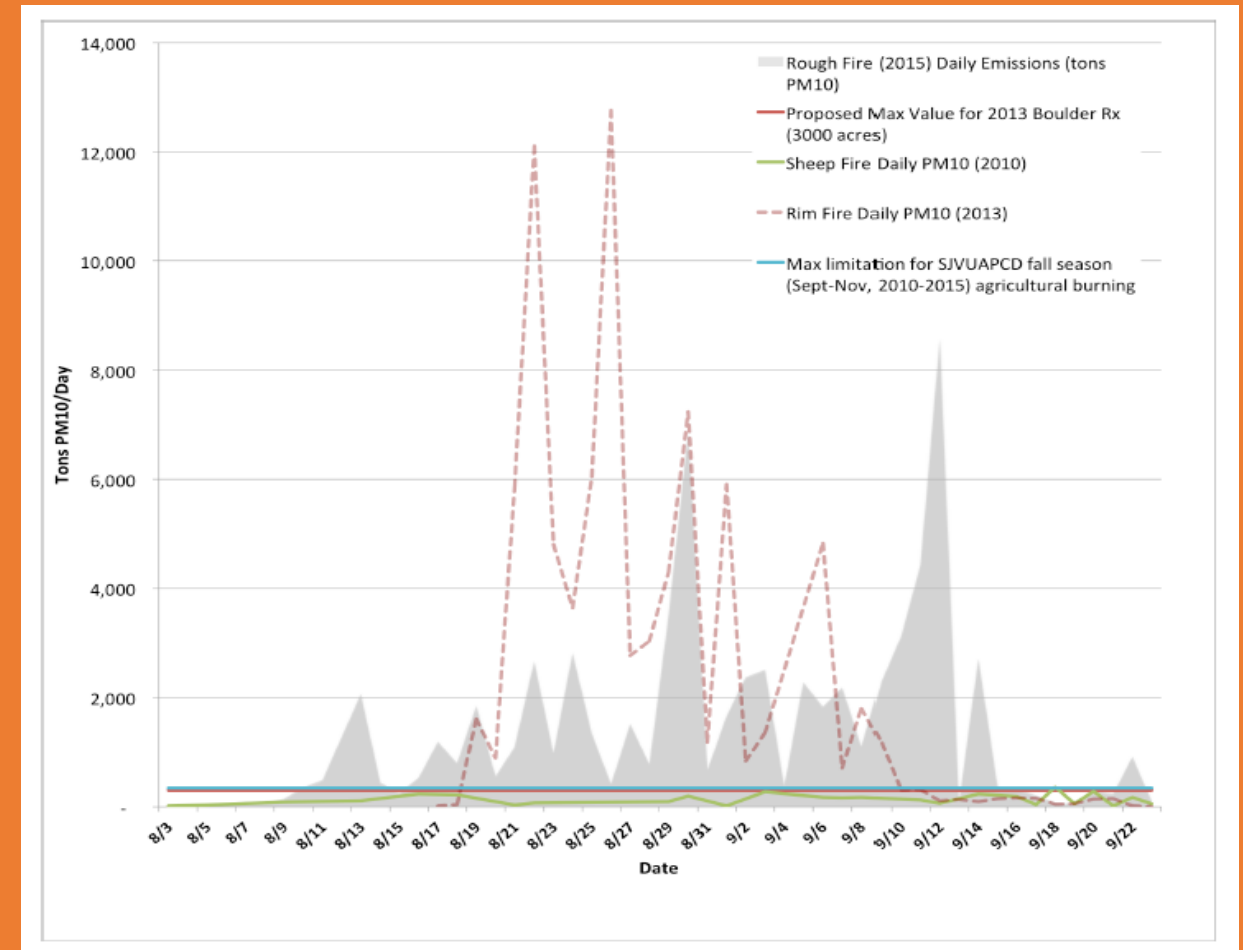
Fire and Air Quality Management

Air Quality Science and Public Health Impacts . . .

Air Quality research in California points to the need for active fire program **to protect public health** (Schweizer and Cisneros 2016)

Emissions from Rim Fire impacted 7 million person/days with unhealthy air.

In addition to resource damage, the Rim Fire health-related impacts est. is **\$600 million** (Long et al. 2017)



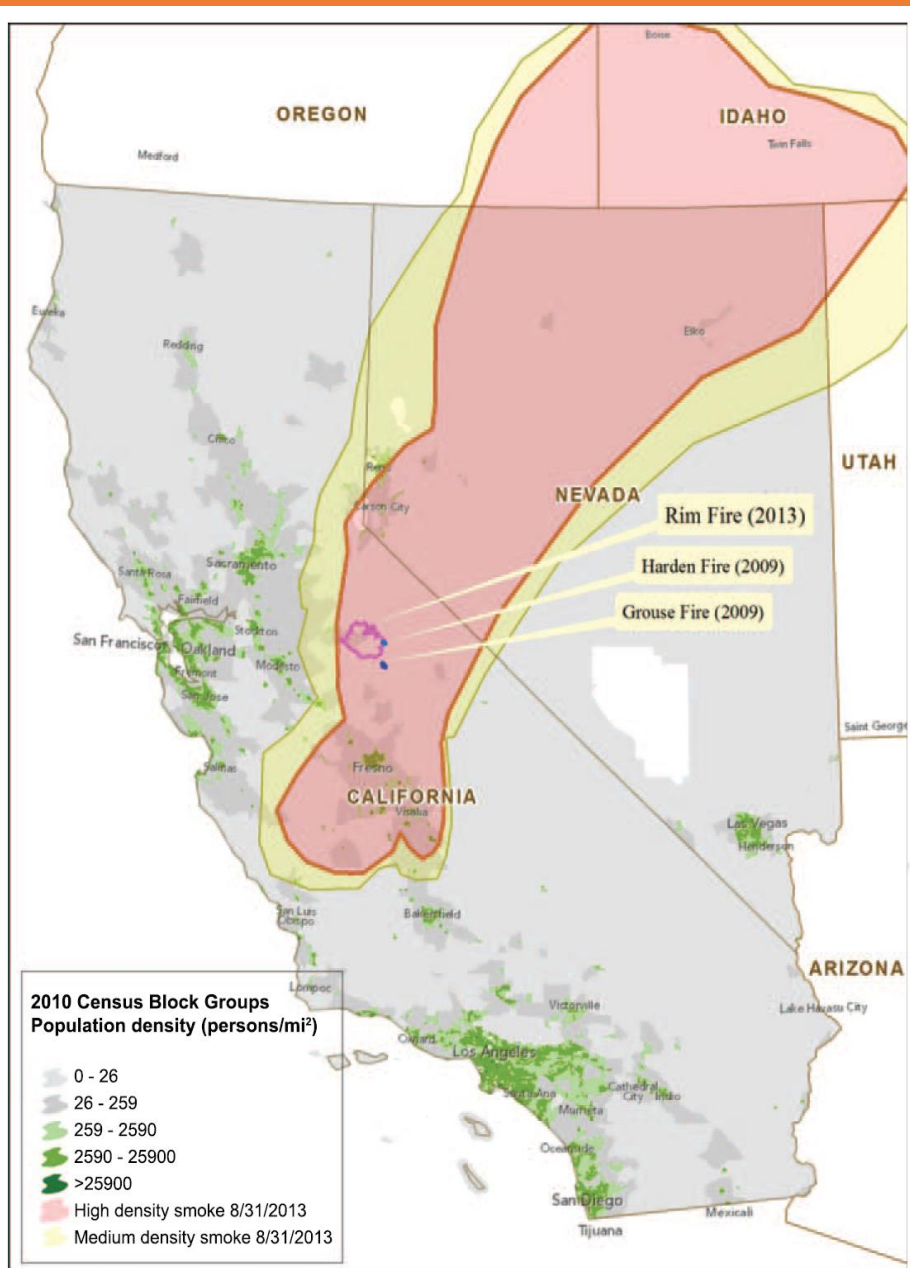


Figure 5. HMS smoke plumes from the Rim Fire on Aug. 31, 2013, a day of extensive heavy smoke impact, overlying population density of census tracts in California and Nevada.

7 Million total person-days of exposure to higher than normal levels of PM 2.5 from the Rim Fire between August 22nd and September 10th.

Values that exceed 35 $\mu\text{g}/\text{m}^3$ are considered unhealthy for sensitive groups.

Large smoke plumes occurring on August 23-25 and August 28-29 when PM values exceeded 55.5 $\mu\text{g}/\text{m}^3$ which is unhealthy for all populations.

Very unhealthy and unhealthy days occurred at 10 monitoring sites in the central Sierra, northern Sierra and Nevada.

On way to determine economic impact is to multiple person-days of impact by willingness to pay to avoid exposure. Studies suggest the costs of the Rim smoke impacts approximate \$600 million dollars.

Long et al. 2017 Journal of Forestry.

Schweizer and Cisneros 2016 Change conventional thinking on smoke management to prioritize long term air quality and public health.

Policy change has largely attempted to provide the avenue for increased use of ecologically beneficial fire but allows for continued reliance on suppression as a primary tool for a smoke averse population. While understanding the essential role of suppression in protection of life and property, we dispute the efficacy of attempting to eliminate smoke exposure through suppression in a fire prone area to protect human health at the population level. Sufficient consideration to future negative health outcomes needs to be considered in fire management decisions. It is likely that long term air quality is inextricably linked to ecosystem health in the Sierra Nevada. We contend that landscape use of ecological fire is essential to forest and human health. Radical change is needed where beneficial wild-land fire smoke is treated as natural background and exempted from much of the regulation applied to anthropogenic sources.

Smoke Management . . . what counts? When did counting start (baselines set), what is not counted?

Title 17 of the California Code of Regulations

Article I, Chapter 2 Smoke Management Guidelines for agricultural and prescribed burning. §80111 General Purpose

The Smoke Management Guidelines for Agricultural and Prescribed Burning, henceforward referred to as Guidelines, are to provide direction to air pollution control and air quality management districts (air districts) in the regulation and control of agricultural burning, including prescribed burning, in California. The Guidelines are intended to provide for the continuation of agricultural burning, including prescribed burning, as a resource management tool, and provide increased opportunities for prescribed burning and agricultural burning, while minimizing smoke impacts on the public. The regulatory actions called for are intended to assure that each air district has a program that meets air district and regional needs.

Aligning Smoke Management with Ecological and Public Health Goals

Long et al. 2017 Journal of Forestry

- Expanding discussion of extent of emissions impacts in regulatory findings supported by better real-time monitoring of smoke plumes, better models, and a broader assessment of public health and economic impact of mega-emissions versus a well-managed use of fire for multiple resource benefits.
- There was a 53% reduction in emissions from areas in the Rim Fire footprint that had either prescribed fire or resource objective wildfires since 2002 (10,385 acres). Had the entire area be treated with fire the overall emissions would have been reduced by 48%.
- When conditions are right, large areas can burn with relatively minor smoke impacts.
- Better to manage fire based on monitored smoke concentrations versus using generalized assumptions about per/ac emissions or predetermined area limits.

Federal Clean Air Act 42 U.S.C. §7401 et seq. (1970)

NAAQS first set in 1971

- Anthropogenic pollution (human caused but . . .we need to re-examine this definition in light of increased ecological literacy regarding fire and ecosystem function)
- Primary purpose of the Clean Air Act is to protect public health.
- NAAQS developed to regulate pollution levels and drive unsafe levels of pollution to scientifically defined safe levels in a specific timeframe.
- Federal EPA considers wildfire an event outside of its regulatory control

EPA Air Quality Guidance letter of 2013

Reflect EPA's current thinking on exceptional events issues

- 2016 Exceptional Events Rule recognizes the value of Prescribed Fire and Wildfire managed for multiple resource benefits **but . . .**

The interim guidance materials are based on the following principles:

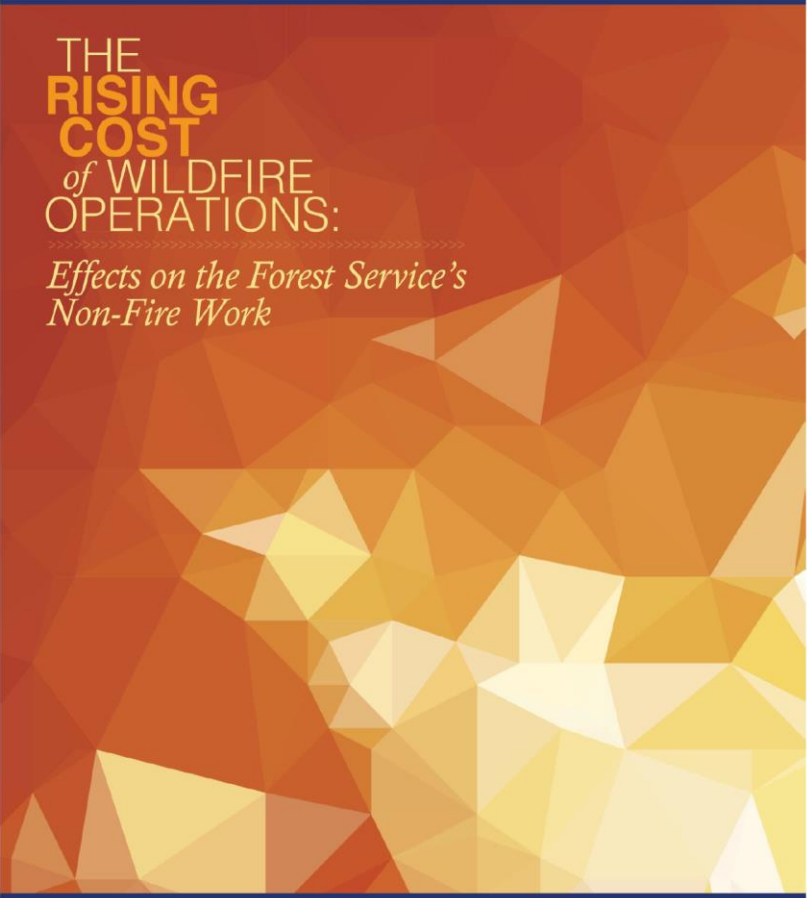
1. Air agencies should not be held accountable for exceedances due to exceptional events that were beyond their control at the time of the event.
2. It is desirable to implement reasonable controls to protect public health.⁴
3. Clear expectations will enable the EPA and other air agencies to better manage resources related to the exceptional events process.

Wildfire Fighting Costs Continue to Soar

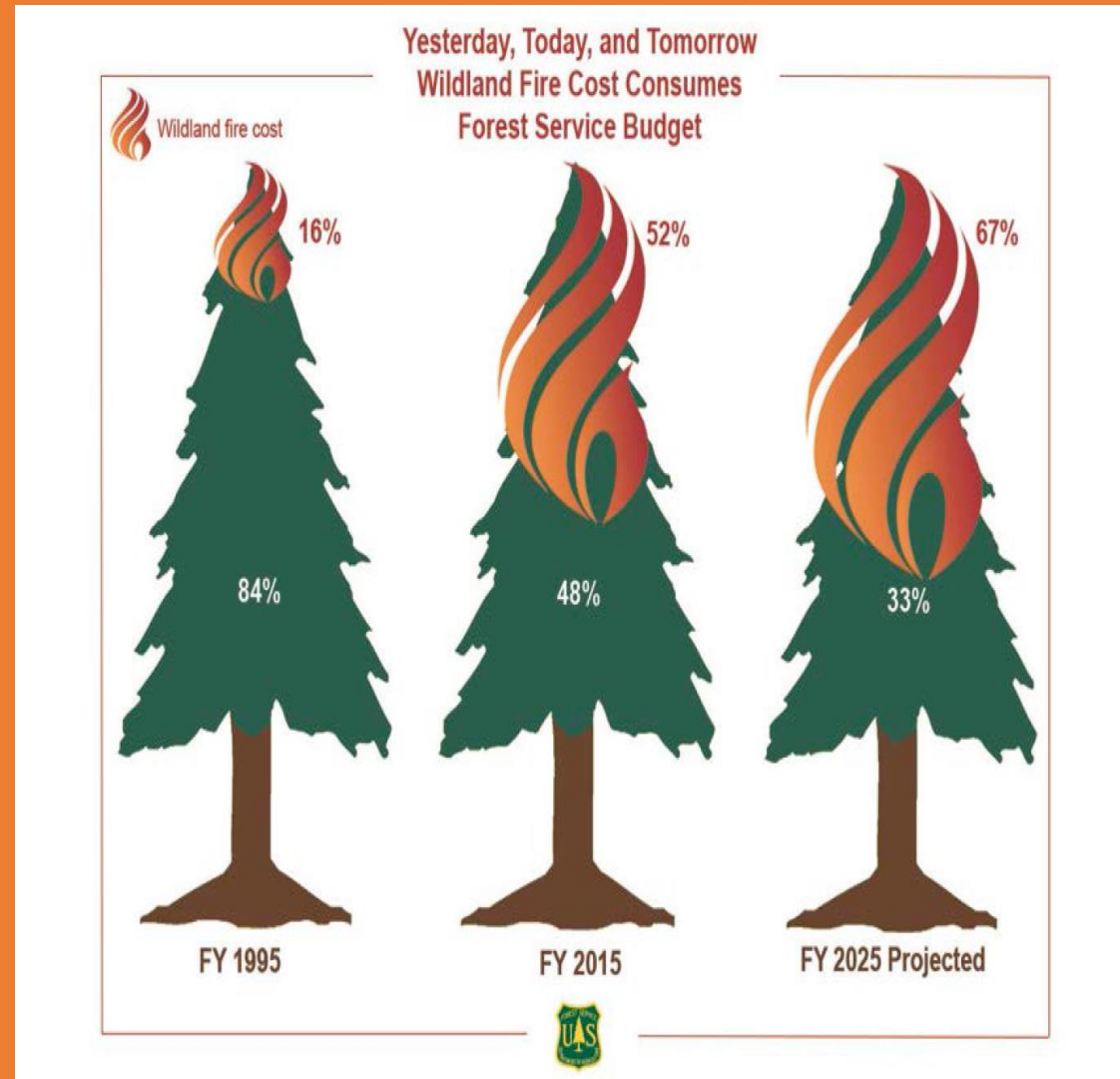
USDA
United States Department of Agriculture

THE RISING COST of WILDFIRE OPERATIONS:

Effects on the Forest Service's Non-Fire Work



UAS Forest Service August 4, 2015



Expanding Community Fire Protection Efforts

- 2015 Butte Fire—70,868 acres/921 structures including 549 homes lost/2 fatalities/cause-powerlines
- 2015 Valley Fire-70,067 acres/1,955 structures including 1,281 homes/4 firefighters injured and 4 civilian fatalities/cause electrical.
- We need help with all aspects of community fire protection. Folks aren't doing the work they need to do to live in the strongly fire adapted landscapes of California.

Forestland Steward

SPRING 2013

Fire making a comeback
for forest management

ONLY YOU CAN
PRESCRIBED
BURNING
TODAY
PREVENT
FOREST FIRES

Inside

- 2 CA Forests Need Fire
- 4 Nuts & Bolts of a Prescribed Burn
- 6 Cost Share Assistance
- 7 Fire in Oak Woodlands
- 8 Prescribed Fire on the State Forests

Smokey with this torch courtesy North Coastwork
page design by Alex Connor, Palewater Graphics

Only you can help
us increase fire
use in California

THANK YOU !

FS Agreement No. 16-MU-11052012-148
Cooperator Agreement No. _____

**MEMORANDUM OF UNDERSTANDING
FOR THE PURPOSE OF INCREASING THE USE OF FIRE TO MEET
ECOLOGICAL AND OTHER MANAGEMENT OBJECTIVES
Between the
USDA, FOREST SERVICE
PACIFIC SOUTHWEST REGION
AND
SIERRA FOREST LEGACY,
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION,
STATE OF CALIFORNIA SIERRA NEVADA CONSERVANCY,
THE NATURE CONSERVANCY,
USDI, NATIONAL PARK SERVICE PACIFIC REGION,
THE WILDERNESS SOCIETY,
THE SIERRA CLUB,
CENTER FOR BIOLOGICAL DIVERSITY,
NORTHERN CALIFORNIA PRESCRIBED FIRE COUNCIL,
SOUTHERN SIERRA PRESCRIBED FIRE COUNCIL**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Sierra Forest Legacy, California Department of Forestry and Fire Protection, State of California Sierra Nevada Conservancy, The Wilderness Society, The Nature Conservancy, The Sierra Club, Center for Biological Diversity, USDI National Park Service-Pacific Region, Northern California Prescribed Fire Council, Southern Sierra Prescribed Fire Council, hereinafter referred to as “MOU Partners,” and the USDA, Forest Service, Pacific Southwest Region, hereinafter referred to as the “U.S. Forest Service.”

Background: California’s wildlands are dominated by ecosystems that evolved with fire that shaped these landscapes and provided resilience and renewal. Recognition by scientists and land managers of the ecological benefits of fire has led to the development of policies and guidance to support the expanded use of fire to improve ecological conditions and more effectively undertake fire management across the landscape.

Managed Fire within the scope and context of this MOU refers to the use of natural or human-caused ignitions within burn prescription for the purposes including public safety and ecosystem benefits, where allowed under the policies of agencies with primary jurisdiction.

Federal, State and local land management agencies and private landowners are governed by regulations and policies that provide direction on how fire may be applied and managed to achieve ecological benefits. Landowner goals and objectives and public health and safety also influence any decision to apply fire as a restoration tool.



This MOU acknowledges the unique direction applicable to each MOU partner. The MOU draws on the guidance below developed by federal, state, local, and other stakeholders to address fire management across jurisdictions to support the use of fire for ecological and other benefits:

A. Guidance for Implementation of Federal Wildland Fire Management Policy (2009)

“The role of wildland fire as an essential ecological process and natural change agent will be incorporated into the planning process. Federal agency land and resource management plans set the objectives for the use and desired future condition of the various public lands.” (Guiding Principles, p.8)

“A wildland fire may be concurrently managed for one or more objectives and objectives can change as the fire spreads across the landscape. Objectives are affected by changes in fuels, weather, topography; varying social understanding and tolerance; and involvement of other governmental jurisdictions having different missions and objectives.” (p. 7, 19)

“Agencies will exploit the full range of fire management options to sustain healthy ecosystems within acceptable risk levels as identified in the Land Resource Management Plan (LRMP).” (p. 10)

B. The National Cohesive Wildland Fire Management Strategy National Action Plan (2014)

Management options include:

“**Prescribed fire** – One of the more effective and cost-efficient means of managing vegetation for multiple purposes, including hazard reduction, ecosystem restoration or maintenance, silviculture and others.

Managing wildfire for resource objectives - This option refers to a specific choice to use unplanned ignitions to achieve resource management objectives.” (National Action Plan, p.5)

C. Strategic Fire Plan for California (2010)

Vision - A natural environment that is more resilient and man-made assets which are more resistant to the occurrence and effects of wildland fire through local, state, federal and private partnerships.

Policies Supporting the Objectives - The central policies that are critical to reducing and preventing the impacts of fire revolve around both suppression efforts and fire prevention efforts. Major policy components are:



- Land use planning that ensures increased fire safety for new development
- Creation of defensible space for survivability of established homes and neighborhoods
- Improving fire resistance of homes and other constructed assets
- Fuel hazard reduction that creates resilient landscapes and protects the wildland and natural resource values
- Adequate and appropriate levels of wildland fire suppression and related services
- Commitment by individuals and communities to wildfire prevention and protection through local fire planning.(Strategic Plan, p.2)

Specific goals and objectives related to prescribe fire are:

Goal 5: Develop a method to integrate fire and fuels management practices with landowner priorities and multiple jurisdictional efforts within local, state and federal responsibility areas. (p.11, 18)

Objective:

- f) Increase public education and awareness in support of ecologically sensitive and economically efficient vegetation management activities, including prescribed fire, forest thinning and other fuels treatment projects. (p.18)

CAL FIRE implements Goal 5 in part through the Vegetation Management Program, a cost-sharing program that focuses on the use of prescribed fire, and mechanical means, for addressing wildland fire fuel hazards and other resource management issues on State Responsibility Area (SRA) lands. The use of prescribed fire mimics natural processes, restores fire to its historic role in wildland ecosystems, and provides significant fire hazard reduction benefits that enhance public and firefighter safety.

Title: Cooperating for the purpose of increasing the use of fire to meet ecological and other management objectives

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to increase the use of fire to meet ecological and other management objectives in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The mission of the **U.S. Forest Service** is to sustain the health, diversity, and productivity of the nation's forests and grasslands to meet the needs of present and future generations. This mission includes addressing all aspects of wildland fire management



and working through State Foresters to accomplish this mission on State and private lands.

The mission of **Sierra Forest Legacy** is to engage citizens, communities, and coalition members in the healthy management of Sierra Nevada forest ecosystems to protect and restore the region's unparalleled beauty and natural values. We apply the best practices of science, advocacy and grassroots organizing to safeguard forest lands throughout the Sierra Nevada. Sierra Forest Legacy is a coalition of over 80 conservation organizations dedicated to science-based ecological restoration and the use of fire as a primary process for building lasting forest resilience.

The mission of the **California Department of Forestry and Fire Protection** (“CAL FIRE”) is to serve and safeguard the people and protect the property and resources of California. CAL FIRE manages several programs aimed to enhance forest resources and recognizes prescribed fire as a useful tool in enhancing ecosystem processes.

The **Sierra Nevada Conservancy** initiates, encourages, and supports efforts that improve the environmental, economic and social well-being of the Sierra Nevada Region, its communities and the citizens of California. The SNC strongly supports the increased use of prescribed and managed fire, under appropriate conditions, as critical tools in restoring the ecological health of our forests and watersheds. The use of fire as a restoration tool will greatly assist in protecting water supplies and quality, preserving important habitat and providing for stable long-term storage of carbon.

The **National Park Service** preserves unimpaired the natural and cultural resources and values of the National Park System for the enjoyment, education, and inspiration of this and future generations. The Park Service cooperates with partners to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout this country and the world.

The Wilderness Society's mission is to protect wilderness and inspire Americans to care for our wild places. We contribute to better protection, stewardship and restoration of our public lands, preserving our rich natural legacy for current and future generations.

The mission of **The Nature Conservancy** is to conserve the lands and waters upon which all life depends. We envision a world where the diversity of life thrives, and people act to conserve nature for its own sake and its ability to fulfill our needs and enrich our lives.

The **Sierra Club's** mission is to explore, enjoy, and protect the wild places of the Earth, to practice and promote responsible uses of the Earth's ecosystems and resources, to educate and enlist humanity in the protection and restoration of the quality of the natural and human environment, and to use all lawful means to carry out those objectives.

The **Center for Biological Diversity** is a national, nonprofit conservation organization dedicated to the protection of endangered species and wild places. We do so though



science, law and creative media, with a focus on protecting the lands, waters and climate that species need to survive.

The mission of the **Northern California Prescribed Fire Council** is to serve as a venue for practitioners, state and federal agencies, academic institutions, tribes, coalitions and interested individuals to work collaboratively to promote, protect, and expand the responsible use of prescribed fire in Northern California's fire adapted landscapes.

The **Southern Sierra Nevada Prescribed Fire Council** mission is to serve as a venue for practitioners, state and federal agencies, academic institutions, tribes, non-governmental organizations, coalitions, and interested individuals to work collaboratively to promote, protect, conserve, and expand the responsible use of prescribed fire and cultural fire in the southern Sierra Nevada's fire-adapted landscapes and fire-dependent landscapes, and to promote public understanding and acceptance on the ecological and cultural importance of burning.

The MOU Partners join in their shared knowledge, experience, networks and vision for ecological resilience and sustainable, diverse forests in California, recognizing the ecological role of fire in these ecosystems in relation to each of the MOU partner's missions.

Furthermore, the MOU Partners acknowledge that expanding collaboration associated with the expressed purpose of this MOU to include other organizations and groups is in the interest of all of the partners.

In consideration of the above premises, the parties agree as follows:

III. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. Engage with of a variety of stakeholders, including, but not limited to, federal, state and local government agencies, and non-governmental organizations;
- B. Encourage minimizing barriers to implementing fire use by improving smoke management coordination and engaging in public education and outreach. (This is especially important when trying to encourage the choice by decision makers to manage wildfire for resource objectives); and
- C. Work to help increase capacity to use wildland fire through expanded training opportunities and resource sharing.
- D. The MOU is a broad, relatively general agreement that seeks to include as many parties as possible who are interested in increasing the use of wildland fire to meet ecological objectives. Signatories can be government or non-government organizations or individuals, generally the designated leader of each organization.



Participation in the MOU is voluntary, and non-binding. Agreements by any of the parties to the MOU are non-binding on any other parties, nor are they legally actionable.

Leadership and governance will be managed by a voluntary steering committee composed of MOU Partners who are able to commit the time or resources to facilitate the completion of the agreed upon activities. The voluntary steering committee will meet periodically to identify approaches or activities that all parties, some parties, or individual parties are undertaking to further the purpose of the MOU.

The steering committee will establish meeting schedules once the MOU implementation is underway.

It is expected that the MOU Partners membership will expand over time and not remain static.

The steering committee is responsible for the creation of an action plan to identify the activities the MOU Partners agree to support. It is understood that MOU Partners will have varying interests and opportunities to advance the application of increased managed fire through the stated objectives above.

The action plan biennially will be reviewed and updated by the steering committee and interested MOU Partners. The action plan update will be circulated to all MOU Partners for review, comment and possible endorsement, biennially.

Working groups will be established to implement the action plan. Working groups will devise a mechanism to keep the steering committee and MOU Partners informed of their progress implementing the action plan that is synchronized with the periodic meetings of the steering committee. It is understood that throughout the duration of this MOU Partnership, any activities that involve the exchange of funds or resources will be done utilizing a separate agreement type and authority.

E. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal MOU Partner Contacts:

MOU Partner Program Contact	MOU Partner Administrative Contact
Name: Craig Thomas, Conservation Director, Sierra Forest Legacy Address: P.O. Box 244 Garden Valley, CA 95633 Telephone: 916-708-9409 Email: craig@sierraforestlegacy.org	Name: Susan Britting, Executive Director, Sierra Forest Legacy Address: P.O. Box 244 Garden Valley, CA 95633 Telephone: 530-295-8210 Email: britting@earthlink.net



MOU Partner Program Contact	MOU Partner Administrative Contact
<p>Name: Edward Smith, Forest Ecologist, The Nature Conservancy Address: 555 Capitol Mall, Suite 1290, Sacramento, CA 95814 Telephone: 916-449-2854 Email: esmith@tnc.org</p>	<p>Name: David Edelson, Forest Conservation Director, The Nature Conservancy Address: 201 Mission Street, 4th Floor, San Francisco, CA 94105 Telephone: 415-777-0487 Email: dedelson@tnc.org</p>
<p>Name: Jim Branham, Executive Officer Sierra Nevada Conservancy Address: 11521 Blocker Drive #205, Auburn, CA 95603 Telephone: 530-823-4667 Email: jbranham@sierranevada.ca.gov</p>	<p>Name: SAME Address: Telephone: Email:</p>
<p>Name: Stan Van Velsor, Senior Regional Conservation Representative The Wilderness Society Address: 250 Montgomery Street, Ste.210 San Francisco, CA 94104 Telephone: 415-398-1484 Email: stan_vanvelsor@twc.org</p>	<p>Name: Dan Smuts, Senior Regional Director, The Wilderness Society Address: 250 Montgomery Street, Ste. 210 San Francisco, CA 94104 Telephone: 415-398-1420 Email: dam_smuts@twc.org</p>
<p>Name: Justin Augustine, Center for Biological Diversity Address: 1212 Broadway St., Ste. 800 Telephone: 503-910-9214 Email: jaugustine@biologicaldiversity.org</p>	<p>Name: SAME Address: Telephone: Email:</p>
<p>Name: Ken Pimlott, Director CAL FIRE Address: P.O. Box 944246, Sacramento, CA 94244-2460 Telephone: 916-653-7772 Email:ken.pimlott@fire.ca.gov</p>	<p>Name: TBD Address: Telephone: Email:</p>
<p>Name: Robin Wills, Deputy Regional Fire Management Officer, USDI National Park Service-Pacific West Region Address: 333 Bush Street, San Francisco, CA 94104 Telephone: 415-203-7162 Email: robin_wills@nps.gov</p>	<p>TBD Martha Lee, Deputy Regional Director, National Park Service, Pacific West Region (Tentative) Address: Telephone: Email:</p>



MOU Partner Program Contact	MOU Partner Administrative Contact
Name: Terry Davis, Director, Mother Chapter-Sierra Club. Address: 909-12 th Street, Suite 202, Sacramento, CA 95814 Telephone: 916-557-1100 ext.108 Email: Terry.davis@sierraclub.org	Name: Dave Porter, Our Wild American Delivery Team Address: 4471 139th Ave SE Bellevue, WA 98006-2211 Telephone: 425-644-2572 Email: DNPorter@hotmail.com
Name: TBD Southern Sierra Prescribed Fire Council Address: Telephone E-mail	Name: TBD Address: Telephone: Email:
Name: Nick Goulette, Steering Cmte Chair, Northern CA Prescribed Fire Council Address: P.O. Box 356 Hayfork, CA 96041 Telephone: 530-628-4206 Email: nickg@hayfork.net	Name: Lenya Quinn-Davidson, Director, Northern CA Prescribed Fire Council Address: 5630 South Broadway Eureka, CA, CA 95503 Telephone: 707-445-7351 Email: lquinndavidson@ucanr.edu

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Shawna Legarza Director Fire and Aviation Management USDA Forest Service, Pacific Southwest Region Address: 1323 Club Drive City, State, Zip: Vallejo, CA 94592 Telephone: 707 562-8925 FAX: 707 562-9048 Email: slegarza@fs.fed.us	Name: Monica Irvin Grant Management Specialist USDA Forest Service, Pacific Southwest Region Address: 1323 Club Drive City, State, Zip: Vallejo, CA 94592 Telephone: 707 562-8816 FAX: 707 562-9144 Email: meirvin@fs.fed.us

F. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement MOU Partners acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had



an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If MOU Partners fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds MOU Partners has expended in violation of sections 433 and 434.

- G. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or MOU Partner is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To MOU Partners, at MOU Partners' address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- H. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or MOU Partner from participating in similar activities with other public or private agencies, organizations, and individuals.
- I. ENDORSEMENT. Any of MOU Partner's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of MOU Partner's products or activities.
- J. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable



criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- K. USE OF U.S. FOREST SERVICE and CAL FIRE INSIGNIA. In order for MOU Partners to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

In order for MOU Partners to use the CAL FIRE logo on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the CAL FIRE Communications Office. A written request must be submitted and approval granted in writing by the CAL FIRE Communications Office prior to use of the logo.

- L. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- M. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552) or the California Public Records Act (California Government Code section 6250, et seq.).
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- O. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. MOU Partner is/are encouraged to



give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The Pacific Southwest Region of the Forest Service of the U.S. Forest Service, Department of Agriculture, works cooperatively to increase the use of fire to meet ecological and other management objectives."

MOU Partners may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. MOU Partners is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- P. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. MOU Partners shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- Q. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. MOU Partners shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

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If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- R. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- S. DEBARMENT AND SUSPENSION. MOU Partners shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded,



debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should MOU Partners or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- T. **MODIFICATIONS.** Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- U. **COMMENCEMENT/EXPIRATION DATE.** This MOU is executed as of the date of the last signature and is effective for five years at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- V. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

Susan Britting _____ 9-28-15
 Date
 SUSAN BRITTING, Executive Director
 Sierra Forest Legacy

Randy Moore _____ 10-7-15
 Date
 RANDY MOORE, Regional Forester
 U.S. Forest Service, Pacific Southwest Region

Ken Pimlott _____ 9/29/15
 Date
 KEN PIMLOTT, Director
 California Department of Fire and Forestry Protection

Jim Branham _____ 10/1/15
 Date
 JIM BRANHAM, Executive Officer
 Sierra Nevada Conservancy



Martha J. Lee
Martha J. Lee, Acting Regional Director
USDI, National Park Service

11/10/15
Date

Dan Smuts
DAN SMUTS, Senior Regional Director
The Wilderness Society

10/11/15
Date

Amy Parke for David Edelson
DAVID EDELSON, Forest Conservation Director
The Nature Conservancy

10/28/15
Date

Terry Davis
TERRY DAVIS, Director Motherlode Chapter

10-6-15
Date

Justin Augustine
JUSTIN AUGUSTINE
Center for Biological Diversity

10-6-15
Date

Pamela Flick
PAMELA FLICK, STEERING COMMITTEE MEMBER
Southern Sierra Prescribed Fire Council

10/11/15
Date

Nick Goulette
NICK GOULETTE, Steering Committee Chair
Northern California Prescribed Fire Council

10/6/15
Date



The authority and format of this agreement have been reviewed and approved for signature.

9/24/2015

MONICA IRVIN

U. S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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Importance of Managing Wildland Fire for Restoring Forest Landscapes



Malcolm North, USFS PSW Research Station and UC Davis, Dept of Plant Sciences
m.north@ucdavis.edu

Consequences of Fire Suppression



- Suppression only postpones: fuel loads increase and escaped ignitions occur during extreme weather
- Since the start of effective suppression in the 1920s, in the contiguous U.S., 16 of the 20 largest wildfires have occurred in just the last 14 years
- Fire is inevitable: Choice is between beneficial fire mostly on your terms vs. triaging Act of God events

Current Pace and Scale: One measure is against historic rates:
 How much of the Sierra Nevada burned/yr? About 1/2 million ac

Forest Type ²	Area (ac)	HFRI ¹		Own- er- ship	Forest Service			Own- er- ship	National Park Service		
		Mean (yr)	High (yr)		Area (ac)	Mean HFRI (ac/yr)	High HFRI (ac/yr)		Area (ac)	Mean HFRI (ac/yr)	High HFRI (ac/yr)
Mix. conifer West-side	1,466,539	12	25	0.62	909,254	75,771	36,370	0.05	73,327	6,111	2,933
ponderosa Lwr cison.	1,087,734	5	12	0.53	576,499	115,300	48,042	0.08	87,019	17,404	7,252
mix. con-oak	1,046,221	10	30	0.46	481,262	48,126	16,042	0.04	41,849	4,185	1,395
Jeff. pine-fir	730,428	8	25	0.8	584,342	73,043	23,374	0.09	65,738	8,217	2,630
Jeffrey pine East-side	484,563	6	20	0.75	363,422	60,570	18,171	0.13	62,993	10,499	3,150
ponderosa	398,819	5	15	0.76	303,103	60,621	20,207	0	0	0	0
Black oak	268,598	10	25	0.6	161,159	16,116	6,446	0.03	8,058	806	322
White fir	133,434	25	45	0.7	93,404	3,736	2,076	0.06	8,006	320	178
Aspen	24,463	30	90	0.89	21,772	726	242	0.02	489	16	5
Sequoia-mix con.	17,544	15	20	0.31	5,439	363	272	0.52	9,123	608	456
Active Man. Total	5,658,343				3,499,655	454,371	171,241		356,602	48,166	18,321
Red fir	838,905	45	90	0.61	511,732	11,372	5,686	0.3	251,671	5,593	2,796
Lodge. pine Red fir-west.	532,748	30	110	0.6	319,649	10,655	2,906	0.42	223,754	7,458	2,034
white p. Whitebark p.	393,877	50	135	0.75	295,408	5,908	2,188	0.18	70,898	1,418	525
mtn hemlock Whitebark &	93,404	85	180	0.62	57,910	681	322	0.37	34,559	407	192
lodge. pine Up cison.	92,168	40	165	0.86	79,265	1,982	480	0.12	11,060	277	67
mix. con-oak	64,493	15	45	0.48	30,957	2,064	688	0.14	9,029	602	201
Foxtail pine	58,810	50	150	0.21	12,350	247	82	0.77	45,284	906	302
Whitebark p.	54,115	65	200	0.68	36,798	566	184	0.31	16,776	258	84
Passive Man. Total	2,128,519				1,344,068	33,475	12,536		663,031	16,918	6,201
All Man. Total	7,786,862				4,843,723	487,846	183,778		1,019,633	65,084	24,522

North, M. P., B.M. Collins, and S.L. Stephens. 2012. Using fire to increase the scale, benefits and future maintenance of fuels treatments. Journal of Forestry 110:392-401.

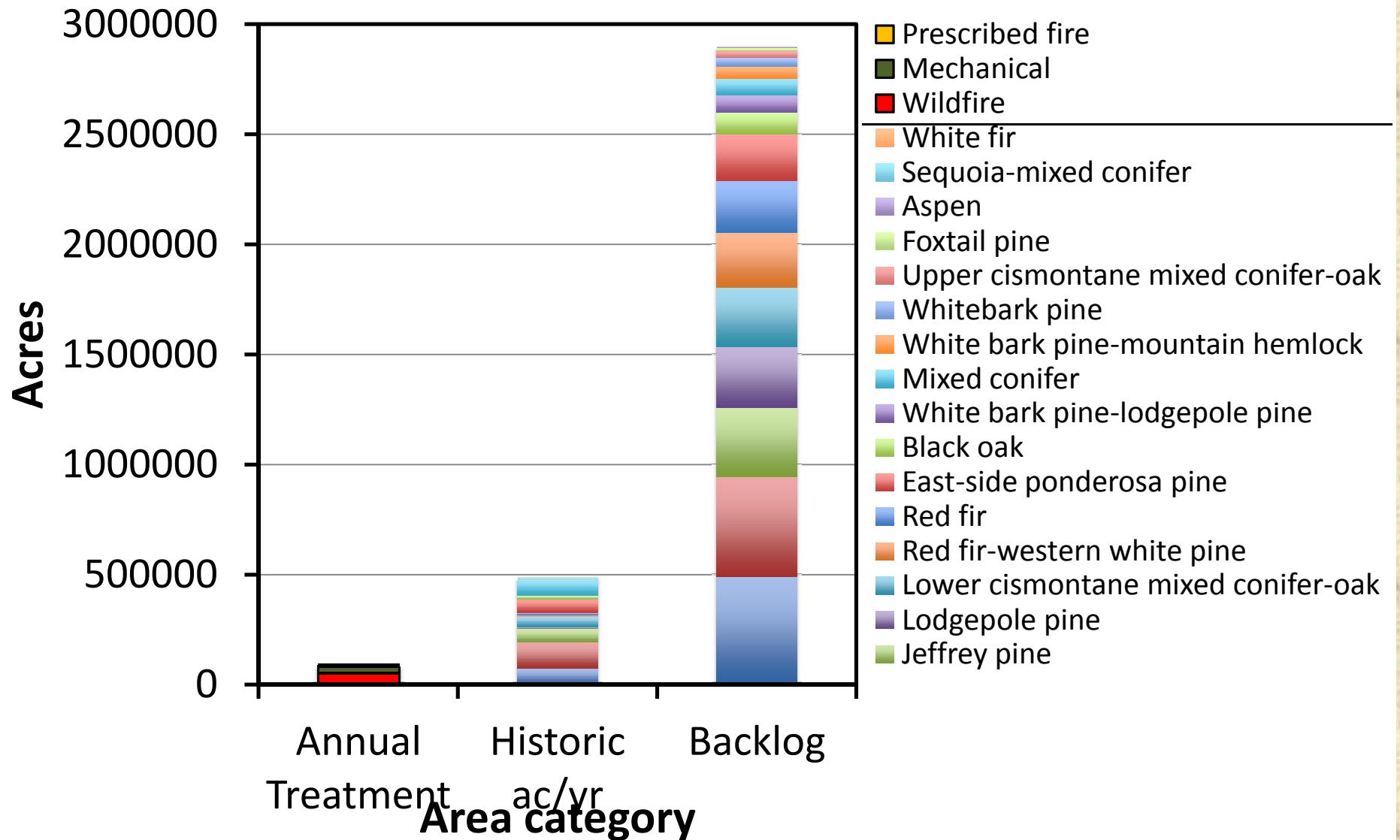
Current Pace and Scale on National Forests

Historical Rate of Fire	487,486 acres/year
Current Rates of Treatment* (1998-2008)	36,854
• Mechanical treatment	28,598
• Prescribed fire	8,256

Current treatment is 7.6% of historical rate
Annual Deficit = 450,000 acres/year

*For this same 11 year period, wild fire burned an average of 51,000 ac/yr. But current wild fire is often not a treatment, averaging > 33% high severity on Forest Service land (Miller et al. 2012)

The Fire "Debt" or Backlog is Much Greater



At current rates, 66% of National Forest Lands will never get treated

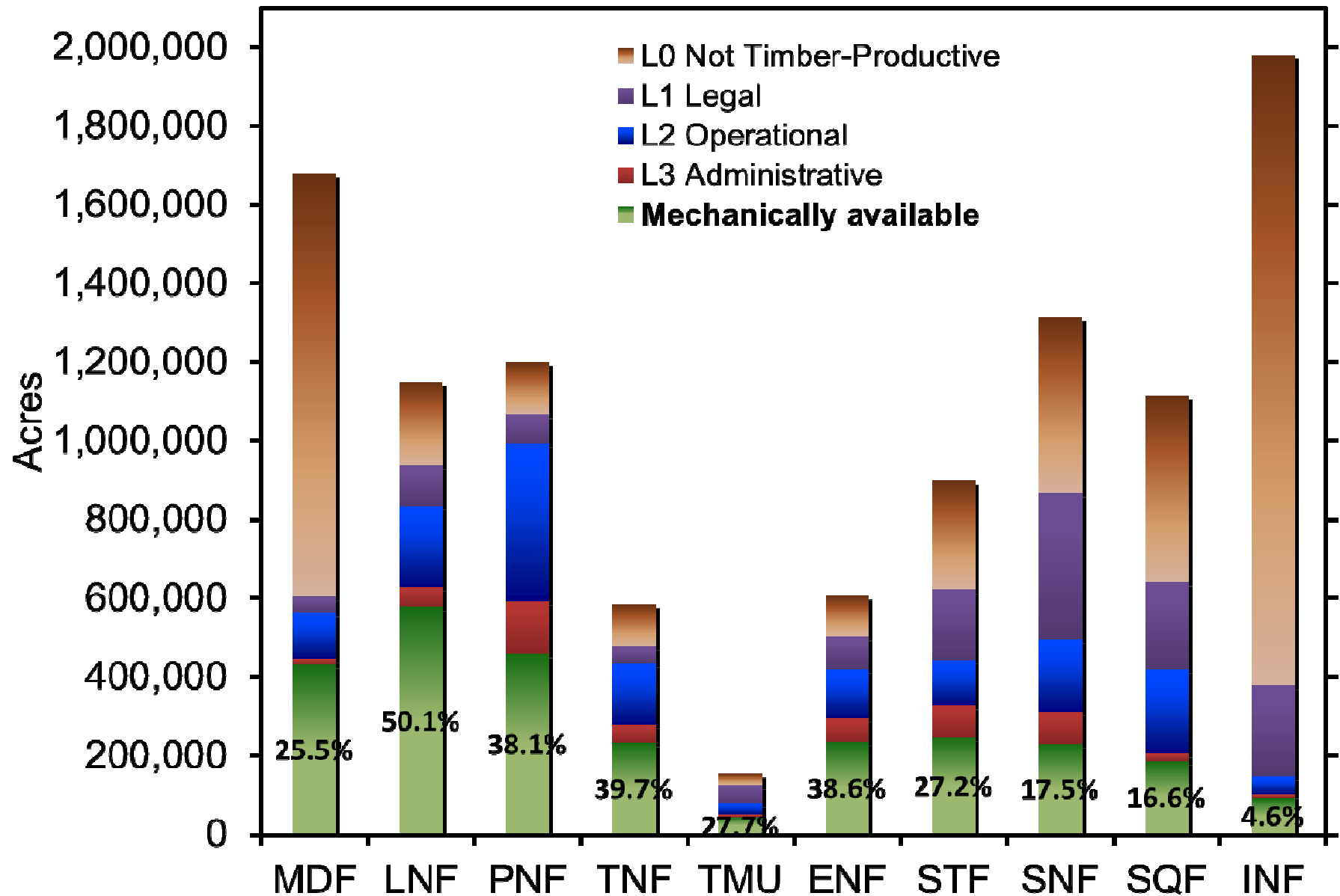
Maintenance of fuels treatments subsumes all of your effort

Paper proposed: Treat fire sheds with mechanical and/or Rx fire & then maintain with managed fire

Response:

- Given many limitations (WUI, smoke, liability, etc.), large scale use of managed fire is impractical
- Mechanical treatments are the only practical way to increase pace and scale

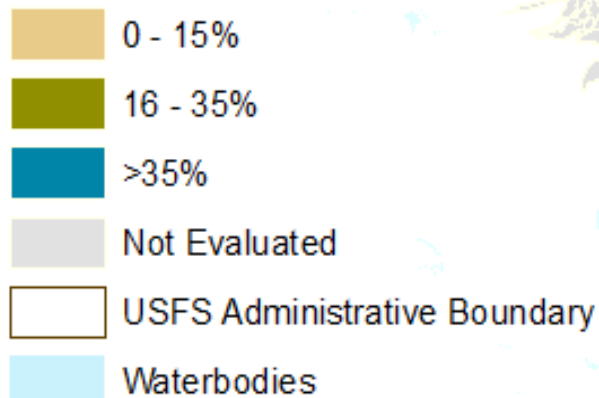
Reduction in FS acres from constraint levels



North, M., A. Brough, J. Long, B. Collins, P. Bowden, D. Yasuda, J. Miller and N. Suigbara. 2015. Constraints on mechanized treatment significantly limit mechanical fuels reduction extent in the Sierra Nevada. *Journal of Forestry* 113:40-48.

Location Matters: Analysis by “Subwatersheds ≈ Firesheds”

Percent Treatable



National Forest:	HUs with >25% FS ownership	Level of Constraint		
		High (85-100%)	Moderate (65-84%)	Light (<65%)
Modoc	96	51.0%	32.3%	16.7%
Lassen	98	22.4%	39.8%	37.8%
Plumas	87	20.7%	44.8%	34.5%
Tahoe	54	24.1%	48.1%	27.8%
LTBMU	16	37.5%	50.0%	12.5%
Eldorado	50	26.0%	50.0%	24.0%
Stanislaus	53	49.7%	30.2%	20.1%
Sierra	77	66.2%	15.6%	18.2%
Sequoia	70	72.9%	22.8%	4.3%
Inyo	109	91.7%	3.7%	4.6%
	710	46.2%	33.7%	20.1%
	Total	Average		

46% of subwatersheds you cannot affect wildfire with mechanical treatment alone, you will need managed fire.

Only in 20% of subwatersheds can mechanical thinning alone affect wildfire.

Implications

- Even if you quadrupled the current rate of mechanical treatment to $> 100,000$ ac/yr, you'd still be treating $< \frac{1}{4}$ of what's needed
- And almost $\frac{1}{2}$ of Sierra fireheds you cannot significantly affect wild fire spread or intensity with only thinning
- Fire is the only way to truly change pace and scale.
- Its up to us to decide what kind of fire we want.



Healthier Forests → Healthier Air

(aligning fire and air management in the era of megafire)

Mono County Board of Supervisors Meeting
Bridgeport, CA, June 7, 2017



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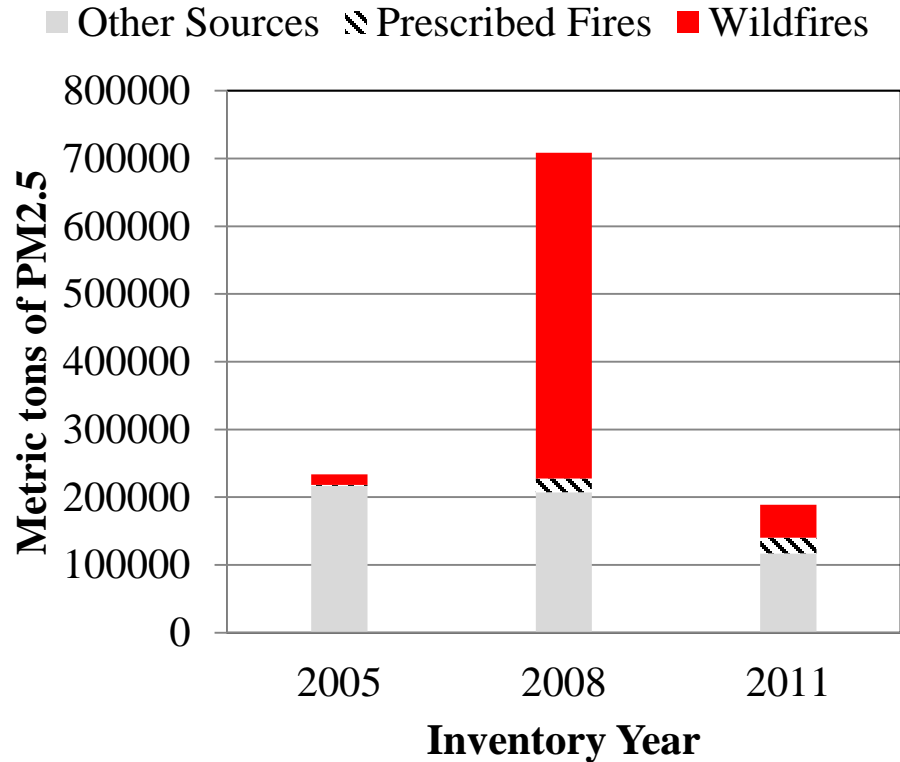
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Key Questions

- In this era of megafire, how could burning a greater scales help reduce/minimize smoke health impacts?
- What is an appropriate framework for trading off between suppression and more proactive fire management to achieve those air quality benefits?
- What have been air quality obstacles toward using more fire?
- What are some new strategies and tactics needed for using fire while minimizing smoke impacts?

Wildfires can be a huge source of particulate emissions in California



Megafire in California (2013-2015)

- Just 4 fires made up more than half of all fire emissions 2013-2015
- The Rim fire alone was double the emissions of all other fires in CA for that year

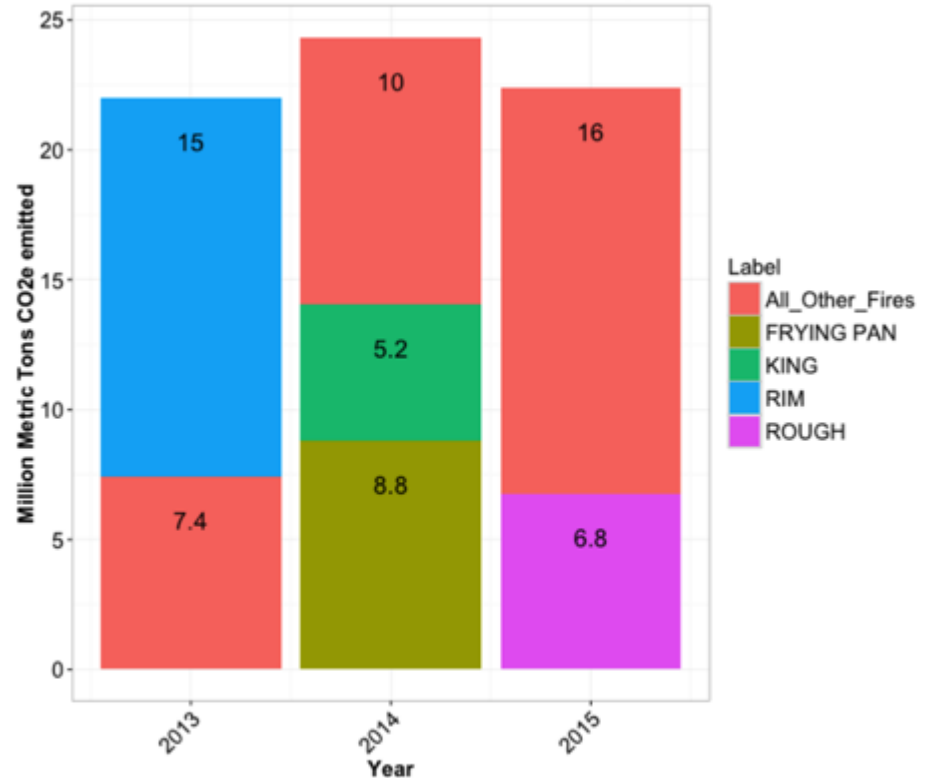
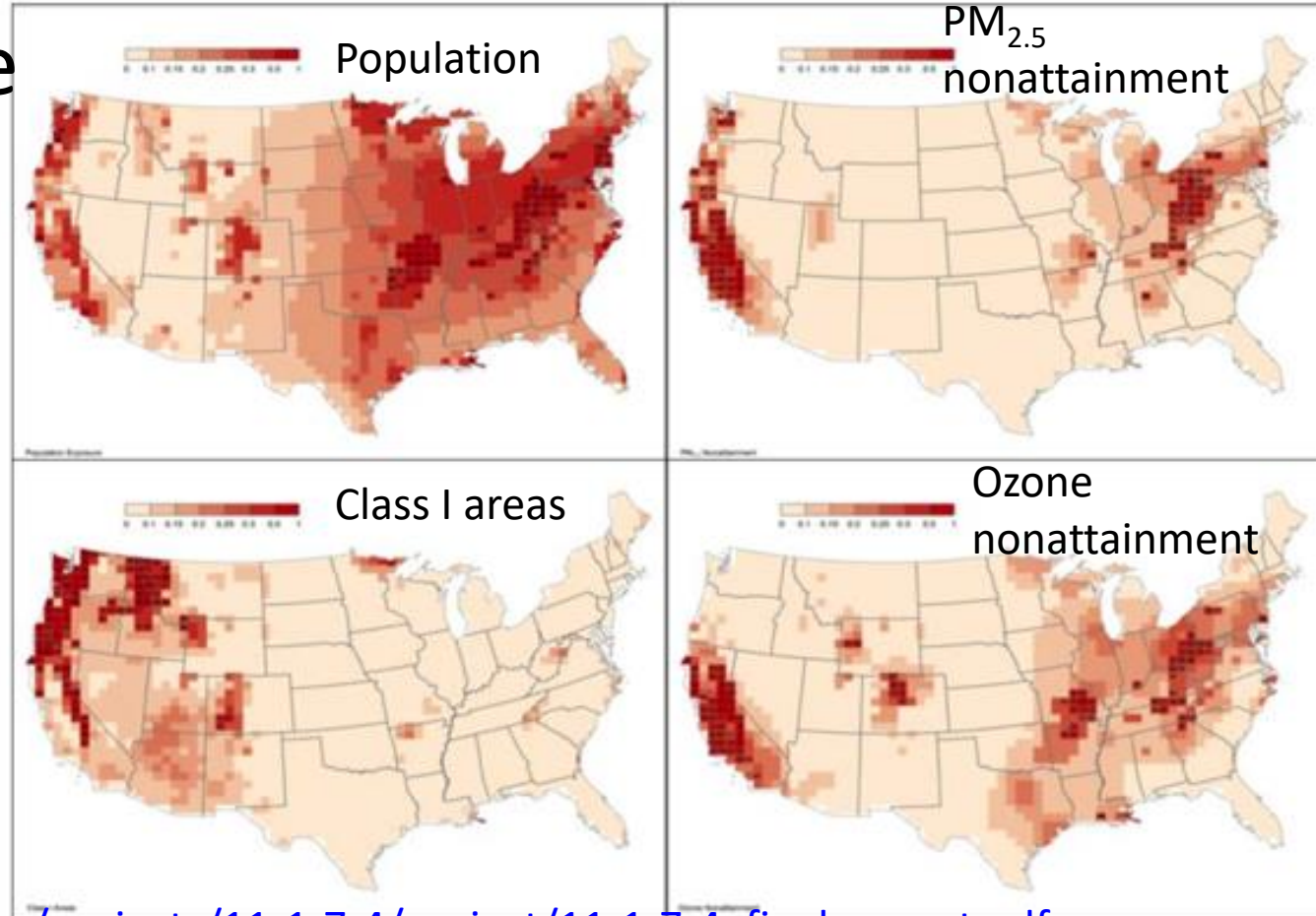


Figure 1. Active wildfire greenhouse gas emissions¹ from National Park Service and National Forest lands in CA, 2013-2015. Emissions from the 2015 Valley and Butte fire (CA State lands) were not available at the time of analysis.

Risk to Air Resources and Public Health from Megafire

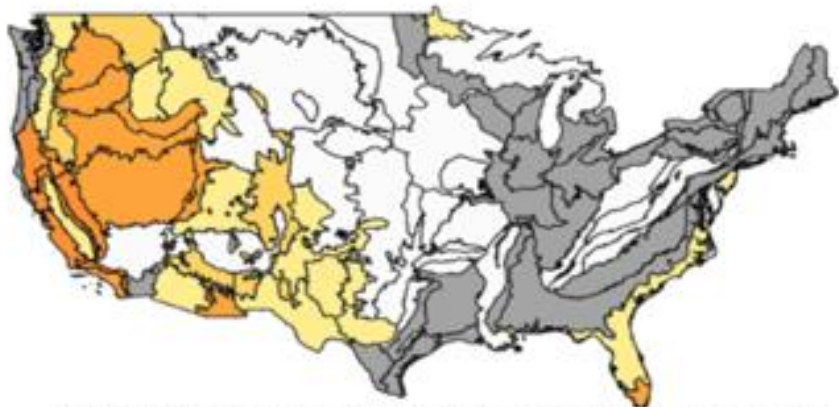


https://www.firescience.gov/projects/11-1-7-4/project/11-1-7-4_final_report.pdf

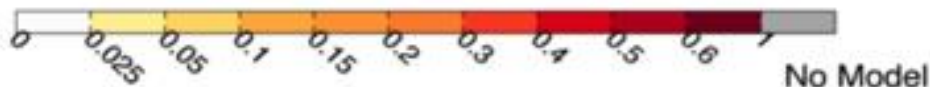
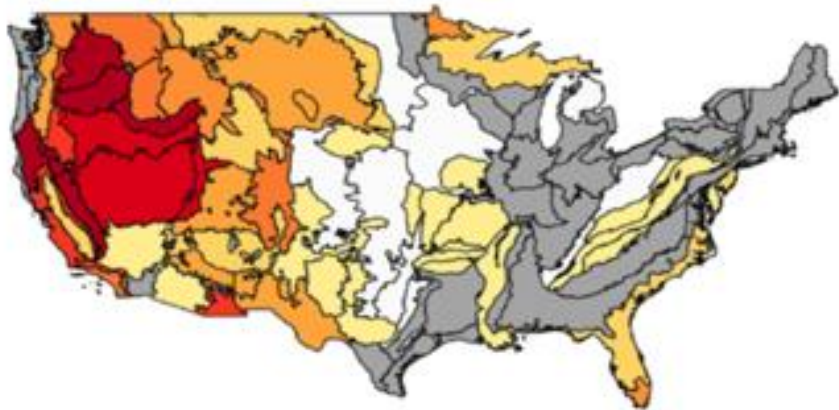
Future Megafires

POTENTIAL FOR MEGAFIRE DOUBLES

a) Historical VLF potential (multi-model mean)

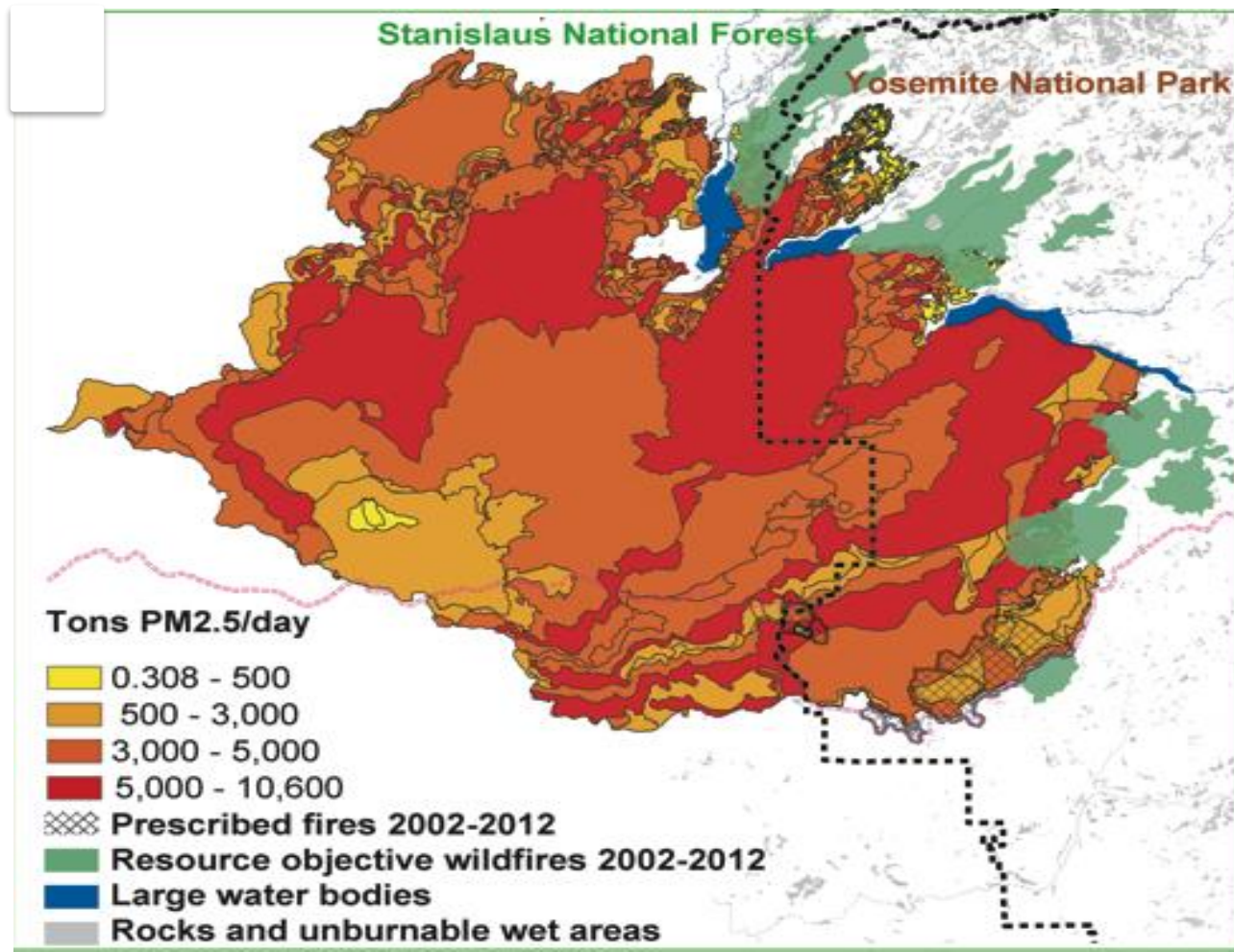


b) Future VLF potential (multi-model mean)

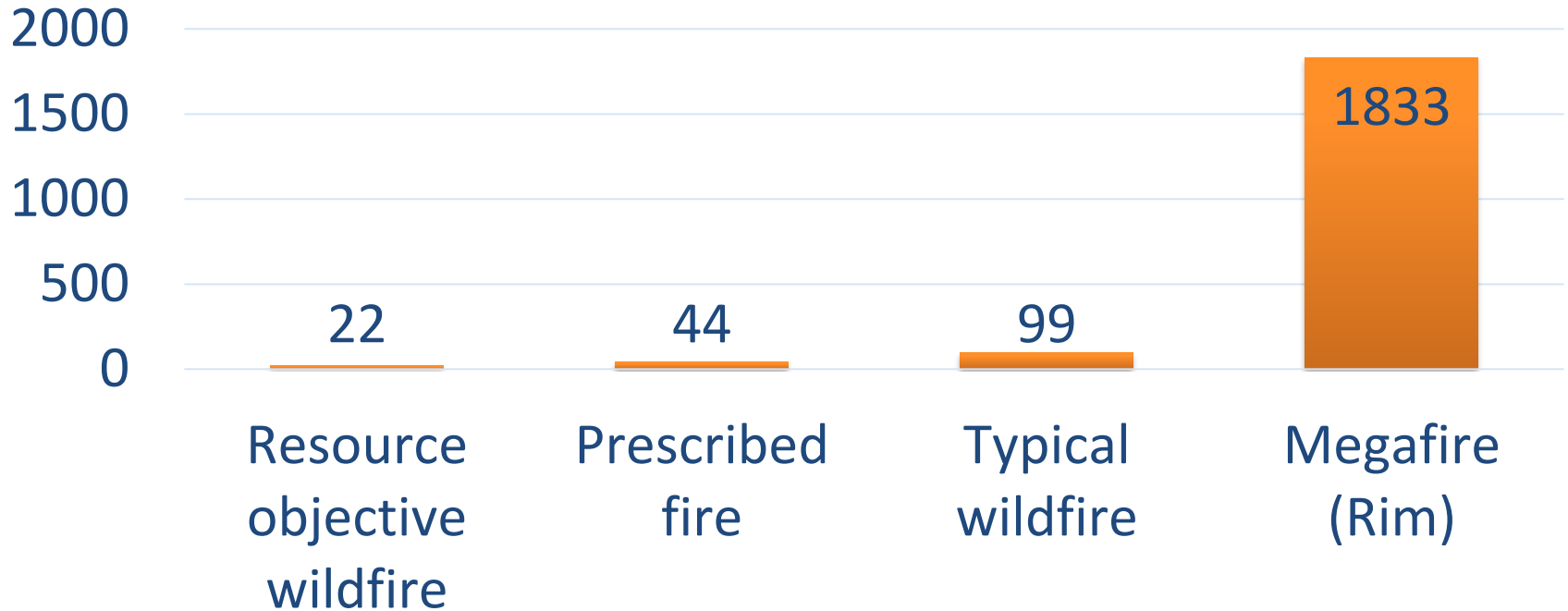


How Resource Objective (And Rx) Fires can Reduce Smoke Impacts

1. Slower rate of spread (and greater flexibility to manage that rate of spread)
2. More favorable dispersion
3. Reduced fuel consumption
4. Creating anchors that facilitate future fire management
5. Advance planning, notification, and opportunities to mitigate exposure



Average daily emissions (PM_{2.5}/day) by fire type in our 10 year analysis



Won't expanding the scale of burning (more acres) still lead to worse air quality for the public?

Not necessarily, because impacts are largely a function of:

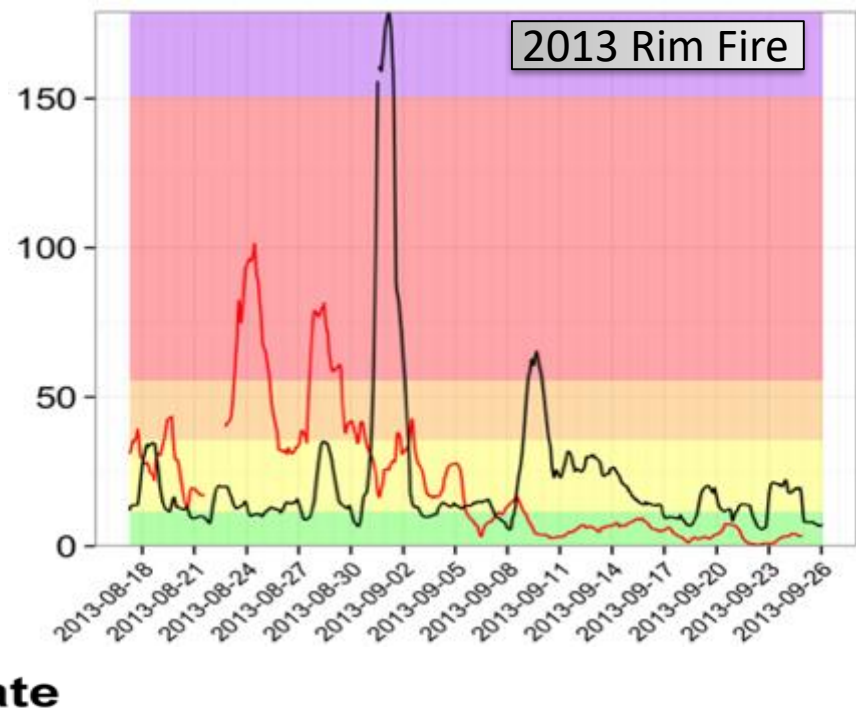
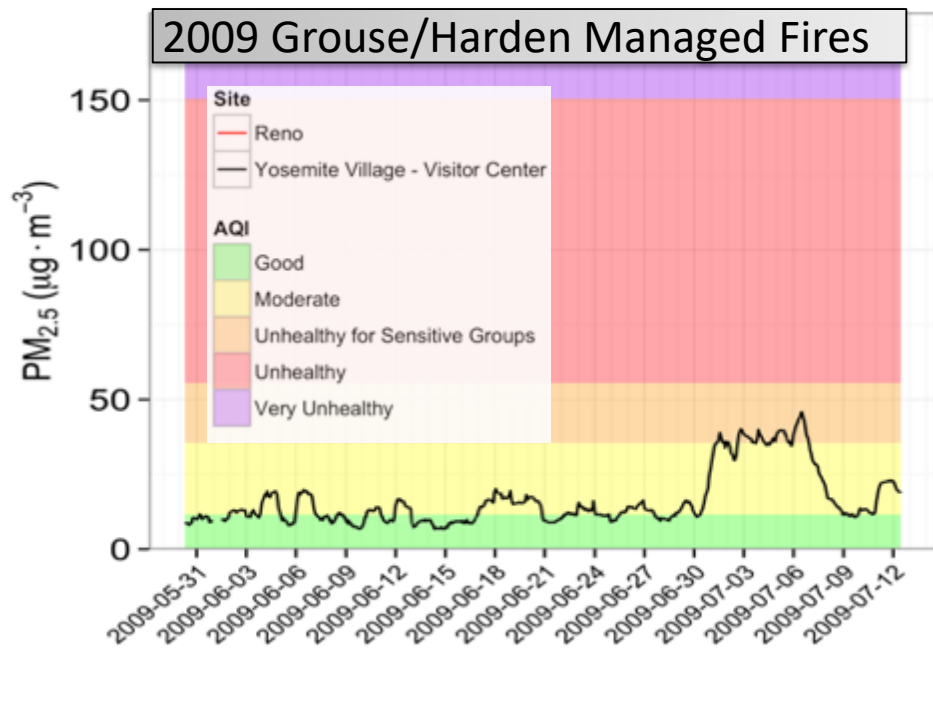
1) daily emissions

2) conveyance to downwind communities

3) size and vulnerability of those communities

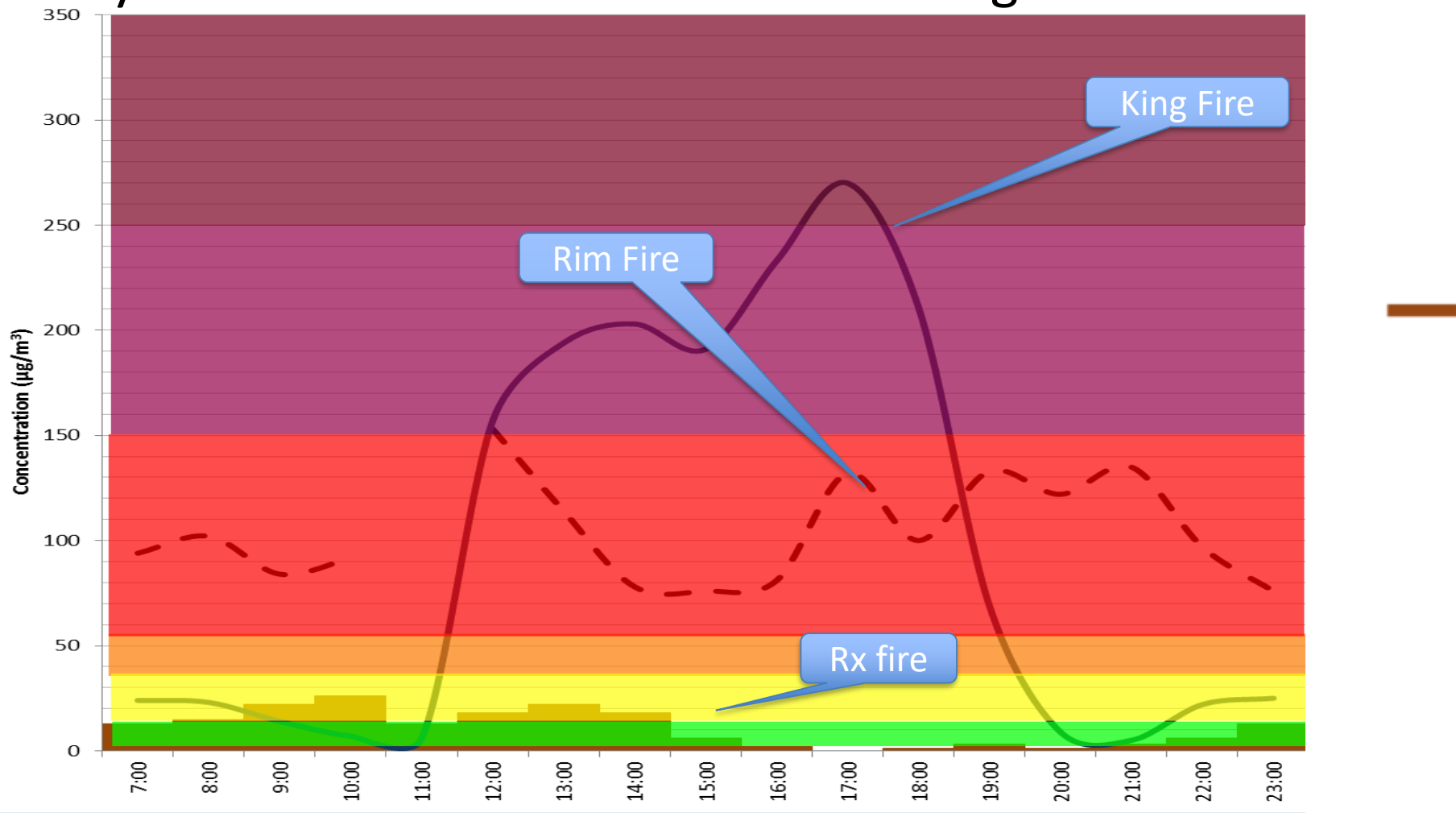


Using the right strategy and tactics, **larger areas can be burned** with limited smoke impacts to $PM_{2.5}$ concentrations, even in downwind communities



See also Schweizer and Cisneros, 2014 (Lion Fire)

Hourly Pattern of smoke in Reno from Megafires vs. Rx fire

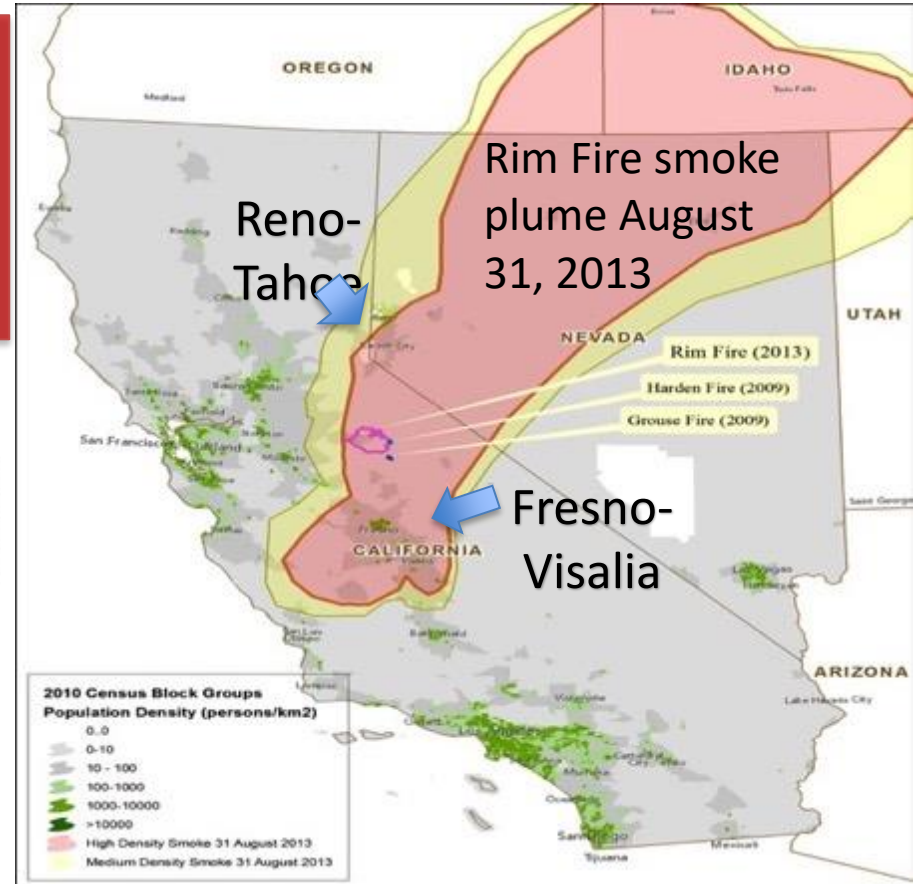
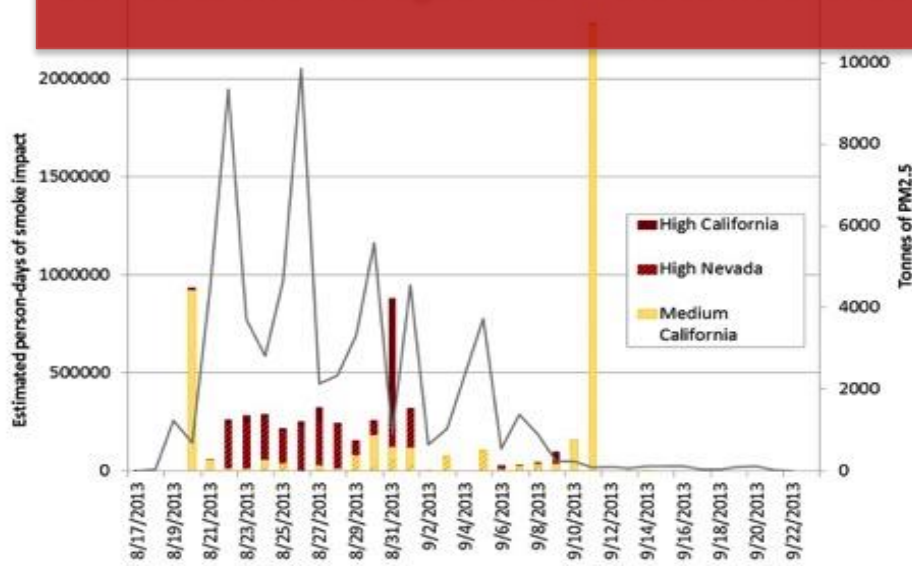


Tradeoffs: smoke impacts from wildfire managed for resource objectives vs. impacts from megafires

Rim Fire estimated impact:

7 million person-days of smoke impact

Over **5.5 X** more impact per unit area burned as two managed fires in the same airshed



Aligning Incentives to Reduce Smoke Impacts while Increasing Area Burned

1. Avoiding area-based constraints and policies: for example, apply flat fees for restorative burning rather than charge per acre burned
2. Provide for exceptional events exceedances for resource objective fires when needed
3. Support landscape-scale resource objective burns with air resource advisors
4. Align public information and firefighting resources to use expected burn windows
5. Support longer burn windows by allowing for burning out of or “through” marginal periods
6. Standardize activity advice from the new Wildfire smoke guide



Resource objective fires planned to burn 600-1000 acres at ~50 tons/acre fuels could emit <500 tons/day with minor impacts under good dispersion

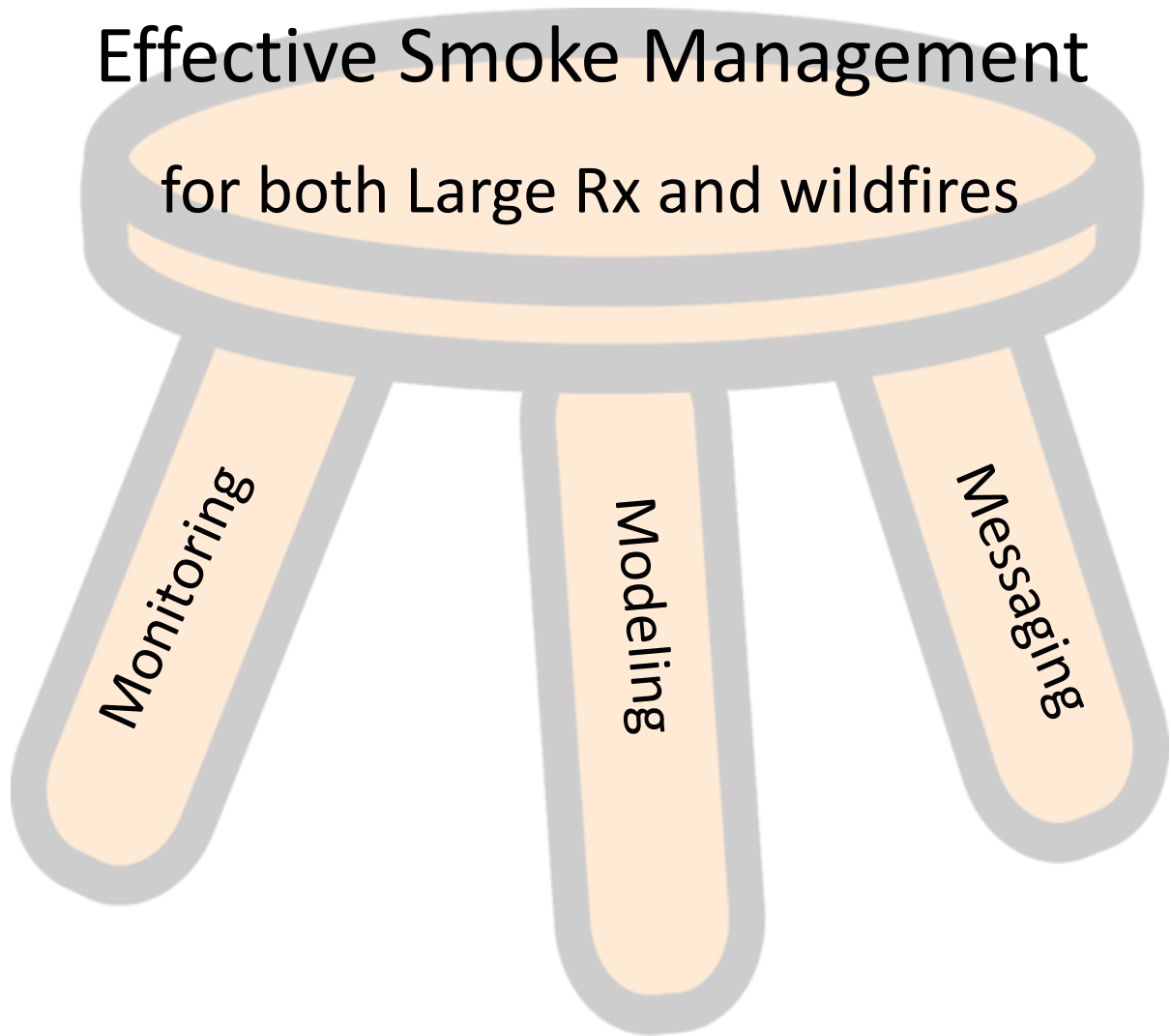
Effective Smoke Management

for both Large Rx and wildfires

Monitoring

Modeling

Messaging



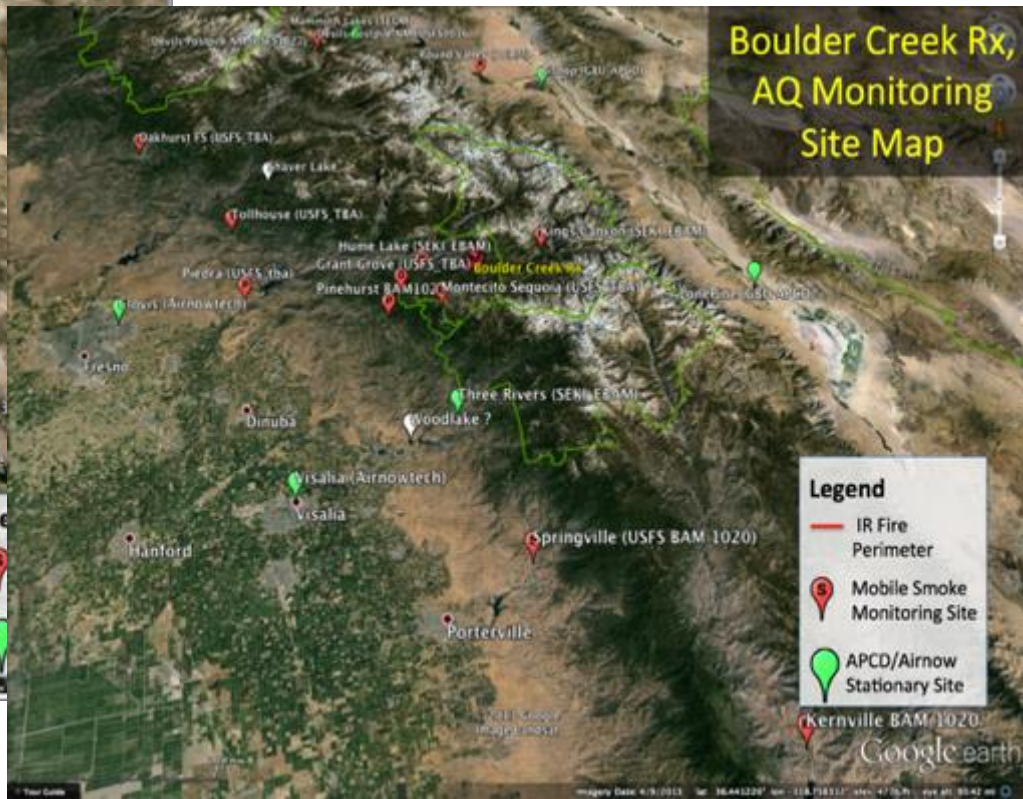
1) Monitoring both Wildfires and Resource Objective/Rx Fires

Over wide areas, it's important to show where smoke is, and where it is NOT

Rim and American Fire, AQ Monitoring Site Map



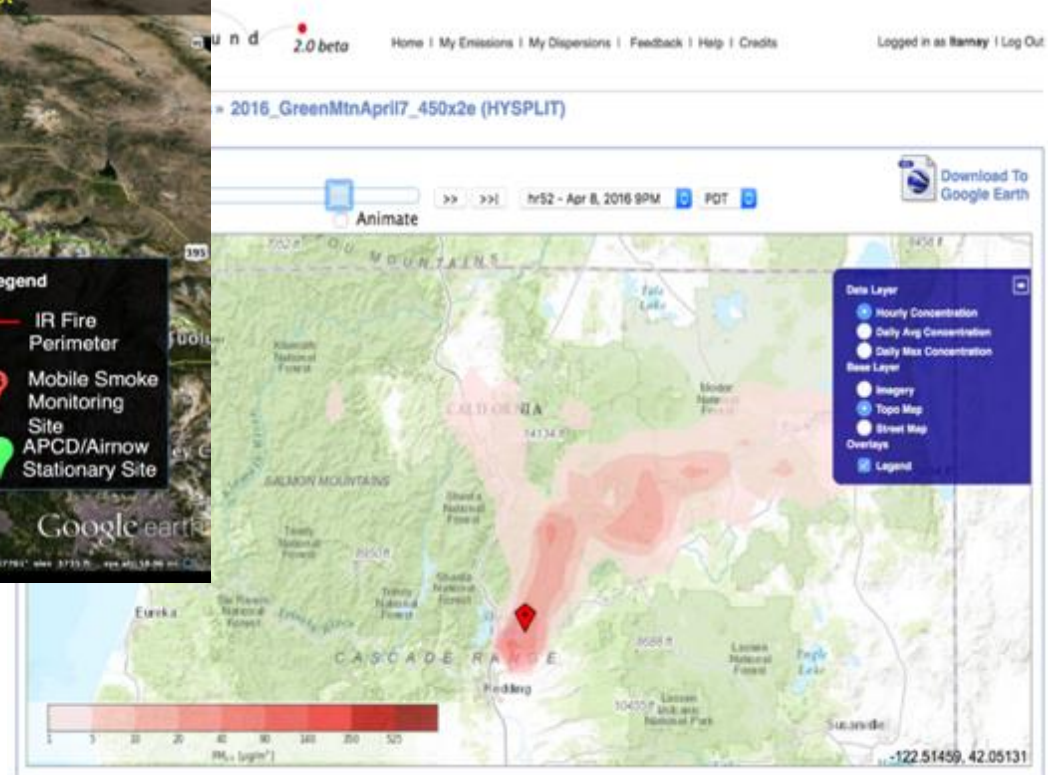
Boulder Creek Rx, AQ Monitoring Site Map



2) Modeling for both Wildfires and Resource Objective/Rx Fires



(Thanks to CANSAC Tim Brown/DRI/Airfire team)



Potential (Modeled) Smoke from WF vs. a Proposed Rx fire in the Caples Creek watershed (Near Lake Tahoe)

August Wildfire (Aug 20, 2016, 1000 acres/day; 1100 tons PM_{2.5}) **Fall Rx** (Oct 18, 2015; 500 acres/day; 350 tons PM_{2.5}) ^{PM_{2.5}}



*Note that BlueSky is an experimental computer model that tries to predict smoke at the surface from modeled fire—This used here for illustration purposes only. Degree of redness here represents a proxy for daily 24 hr average PM_{2.5} concentration at the surface. These colors should **not** be taken as literal predictions of concentrations at monitors, but as indicators of relative intensity and probability of seeing additional PM_{2.5} at the surface from the fire being modeled. Areas that are more red are likely to see more smoke, all other things being equal, but look at the differences between scenarios, not the absolute concentrations.

3) Messaging for both Wildfires and Resource Objective/Rx Fires: Activity Advice

California Smoke Information

<http://californiasmokeinfo.blogspot.com/>

AQI Category (PM2.5 µg/m3)	Potential Health Impacts	Actions to Protect Yourself
Good (0-12)	Little or no health risk	None
Moderate (13-35)	Air quality is acceptable for most. There may be moderate health concern for a small number of sensitive people.	Unusually sensitive people should consider reducing prolonged or heavy outdoor exertion.
Unhealthy for Sensitive Groups – USG (36-55)	Members of sensitive groups may experience health effects. The general public is not likely to be affected.	People with heart or lung disease, children and older adults should reduce prolonged or heavy outdoor exertion. Everyone else should limit prolonged or heavy exertion.
Unhealthy (56-150)	Everyone may begin to experience more serious health effects.	The following groups should avoid all physical outdoor activity: People with heart or lung disease, children and older adults. Everyone else should avoid prolonged or heavy exertion.
Very Unhealthy (151-250)	Triggers a health alert, everyone may experience more serious health effects	Everyone should avoid any outdoor exertion; people with respiratory or heart disease, the elderly and children should remain indoors.
Hazardous (>250)	The entire population is even more likely to be affected by serious health effects.	The following groups should remain indoors and keep activity levels low: People with heart or lung disease; children and older adults. Everyone else should avoid prolonged or heavy exertion

Advantages of managing wildland fire using smoke monitoring data

(i.e., the smoke framework)

- Objective basis for increasing pace and scale while minimizing smoke impacts, especially at sensitive areas.
- More clarity of roles:
 - Allows burners/fire management professionals to focus on strategy and tactics by giving air quality professionals a more direct metric of impacts
- Greater transparency and feedback:
 - Fire managers, air managers, and the public to get near-real-time information on smoke impacts as the project or incident progresses, and can pick up the phone if need be.
- Empowering the public
 - Public gets direct access (<https://tools.airfire.org/monitoring/>) to information they need to take concrete actions that minimize their smoke exposure
- Informing future smoke and burn scenarios:
 - Creates a publicly accessible place to keep incident information, from which we can learn for future scenarios
- Mechanism for implementing trigger points
 - Thresholds based on smoke data can be pre-arranged, with contingency messaging or management actions resulting (e.g., fire management action points).



Healthier forests → Healthier air

- In fire-adapted (or adapting?) forests, air and fire management goals are highly aligned
- Protecting air quality from megafires means treating the landscape with slower growing fires, and the skills of an air quality professional are needed to manage that smoke.
- Land and air managers are natural ALLIES...Monitoring (and the smoke management framework based on it) provides the objective basis for attaining that alignment

Acknowledgements



- PSW Research Station; Trent Procter, Don Schweizer, Ricardo Cisneros and the rest of the USFS Region 5 Air Team; USFS Region 5 Remote Sensing lab (especially Carlos Ramirez, Carol Clark, Tanya Kohler, and Kirk Evans) for support and analysis



- Dar Mims and ARB for the collaboration and input on the burn day analysis



- NPS, especially Yosemite National Park and Kent van Wagtendonk for ideas on fire and snow recession, progression data, and support

Resources

- Joint fire science report on megafire-based risks to air quality and public health: https://www.firescience.gov/projects/11-1-7-4/project/11-1-7-4_final_report.pdf
- CALFire document on forest structure, carbon, and fire: http://calfire.ca.gov/resource_mgt/downloads/notes/NO.121-Fire_Drought_Restoration_and_CarbonDynamics.pdf
- NPR interview about the MOU Partnership with agency leads: <https://calfire.app.box.com/s/3kovhok23wuo1x9sfq36s70xlxldvaaaj>
- Our paper on realigning air and forest/fire management goals: https://www.fs.fed.us/psw/publications/jwlong/psw_2017_long002.pdf
- The airfire site, where all measurements are consolidated, “lightly” QC’d and graphed for “apples to apples” comparison: <https://tools.airfire.org/monitoring>
- The BlueSky Playground, for modeling Rx and WF dispersion scenarios: <https://playground.airfire.org/login.php>
- The California Smoke Blog: <http://californiasmokeinfo.blogspot.com/>
- Wildfire guide for public health officials (revised 2016): https://www3.epa.gov/airnow/wildfire_may2016.pdf



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2017

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2017

TIME REQUIRED

SUBJECT Closed Session - Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: One. Facts and circumstances: Request for refund of franchise fees by Liberty Utilities LLC.

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
6/1/2017 3:58 PM	County Administrative Office	Yes
5/31/2017 5:44 PM	County Counsel	Yes
6/1/2017 8:54 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2017

TIME REQUIRED

SUBJECT Afternoon Session

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

THE AFTERNOON SESSION WILL RECONVENE AT 1:30 P.M. AT THE MONO COUNTY PUBLIC WORKS - ROAD SHOP,
LOCATED AT 201 JACK SAWYER RD, BRIDGEPORT, CA.

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 June 7, 2017

Departments: Public Works

TIME REQUIRED 1:30 P.M. - 1 hour

PERSONS Joe Blanchard

SUBJECT Bridgeport Shop Biomass Boiler Tour
and Ribbon Cutting Ceremony

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Conduct a ribbon cutting ceremony and tour of the County's new biomass boiler system and honor staff, community members, and funding agencies that made the project possible.

RECOMMENDED ACTION:

None (informational only).

FISCAL IMPACT:

None

CONTACT NAME: Joe Blanchard

PHONE/EMAIL: 760-932-5443 / jblanchard@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

Joe Blanchard

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

History

Time

5/24/2017 5:01 PM

Who

County Administrative Office

Approval

Yes

3/22/2017 2:19 PM

County Counsel

Yes

3/14/2017 12:59 PM

Finance

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: March 7, 2017

To: Honorable Chair and Members of the Board of Supervisors

From: Joe Blanchard, Parks and Facilities Superintendent

Re: Biomass Boiler Tour and Ribbon Cutting Ceremony

Recommended Action:

Conduct a ribbon cutting ceremony and tour of the County's new biomass boiler system and honor staff, community members, and funding agencies that made the project possible.

Fiscal Impact:

None

Background:

The Board of Supervisors approved the grant agreement with the Sierra Nevada Conservancy on February 10, 2015. After completing a rigorous bidding process no bids were received and Facilities staff began work on the project in the spring of 2016.

The scope of work for the Biomass Project included the removal of the existing Boiler at the road shop and the removal of an additional boiler at the old hospital in Bridgeport. The nearly new hospital boiler was then installed, as a propane backup to the Biomass, at the Bridgeport Road shop. Installation of the Biomass boiler, water storage tank, and auger/hopper feed system included the complete remodel and upgrade of the boiler room and adjacent storage rooms.

The project also included the construction of one 900 sq. ft. steel storage building, which included an over engineered slab on grade foundation, to house feedstock for the biomass boiler.

If you have any questions regarding this item please contact Joe Blanchard at 760-932-5443, jblanchard@mono.ca.gov

Respectfully submitted,

Joe Blanchard, Facilities Superintendent