

March 19, 2019
Regular Meeting

Item # 5e

**Amended MOU with Mono
County Paramedic Fire
Rescue Association and
Related Personnel Rules
Amendments**

January 1, 2019-
December 31, 2021

Memorandum of Understanding
between

COUNTY OF MONO

and

MONO COUNTY PARAMEDIC
FIRE RESCUE ASSOCIATION



COUNTY OF MONO
and the
MONO COUNTY PARAMEDIC FIRE RESCUE ASSOCIATION

Table of Contents

ARTICLE	1.	PURPOSE AND DEFINITIONS.....	4
ARTICLE	2.	TERM.....	5
ARTICLE	3.	RECOGNITIONS.....	5
ARTICLE	4.	NON-DISCRIMINATION AND ASSOCIATION RIGHTS.....	5
ARTICLE	5.	HEALTH AND DISABILITY INSURANCE.....	6
ARTICLE	6.	DENTAL CARE PLAN.....	6
ARTICLE	7.	VISION CARE PLAN.....	6
ARTICLE	8.	CAFETERIA PLAN.....	7
ARTICLE	9.	401(a) PLAN.....	7
ARTICLE	10.	RETIREMENT BENEFITS.....	8
ARTICLE	11.	VACATION ACCUMULATIONS.....	9
ARTICLE	12.	SICK LEAVE.....	10
ARTICLE	13.	BEREAVEMENT AND CRITICAL ILLNESS LEAVE.....	10
ARTICLE	14.	LONGEVITY COMPENSATION.....	11
ARTICLE	15.	ASSUMING DUTIES ENTAILING GREATER RESPONSIBILITY.....	11
ARTICLE	16.	RELEASE TIME.....	11
ARTICLE	17.	SHIFT TRADING.....	12
ARTICLE	18.	OVERTIME.....	12
ARTICLE	19.	EQUIPMENT AND WORKSITE SAFETY.....	12
ARTICLE	20.	UNIFORM ALLOWANCE, STANDARDS AND REPLACEMENT.....	13
ARTICLE	21.	TRAVEL TIME.....	14
ARTICLE	22.	LICENSING.....	14
ARTICLE	23.	REQUIRED PHYSICAL EXAMINATIONS.....	14
ARTICLE	24.	PERS BENEFITS.....	15
ARTICLE	25.	SALARY ADJUSTMENTS.....	15
ARTICLE	26.	HOLIDAY PAY.....	16
ARTICLE	27.	EDUCATION INCENTIVE.....	16
ARTICLE	28.	CALL BACKS, PARTIAL SHIFTS, VACANT SHIFTS, and FORCE HIRES.....	17
ARTICLE	29.	COMPENSATORY TIME.....	17
ARTICLE	30.	STATION ASSIGNMENTS.....	17
ARTICLE	31.	LABOR CODE 4850.....	18
ARTICLE	32.	PROBATIONARY PERIOD.....	18
ARTICLE	33.	MISCELLANEOUS PROVISIONS.....	18
ARTICLE	34.	HOLD HARMLESS; NON-SEVERABILITY.....	19

ARTICLE 1. PURPOSE & DEFINITIONS

A. Purpose

It is the purpose of this Memorandum of Understanding (“MOU”) to promote and provide for continuity of operations and employment through harmonious relations, cooperation and understanding between management and the Employees covered by this MOU; to provide an established, orderly and fair means of resolving any misunderstandings or differences which may arise from the provisions of this MOU, and to set forth the understanding reached between the parties as a result of good faith negotiations on the matters set forth herein.

B. Definitions

The terms used in this MOU shall have the following definitions unless the terms are otherwise defined in specific articles of this MOU:

1. "Association" means the Mono County Paramedic Fire Rescue Association
2. "County" means the County of Mono.
3. "MOU" means this Memorandum of Understanding between the Association and the County.
4. "Employee" means full-time Mono County EMTs, Advanced EMTs, and Paramedics covered by this MOU. Employee does not include Reserve Employees.
5. "Reserve Employees" means temporary employees and/or retired annuitants whom County may utilize to fill vacant shifts of paramedics and EMTs, as described more fully below. County will consult with Association on training and performance issues pertaining to Reserve Employees.
6. "Base Rate of Pay" means the Employee's current range and step hourly rate of pay as identified in Appendix "A".
7. "Regular rate of pay" means the base hourly rate of pay plus any additional amounts required by the Fair Labor Standards Act (FLSA) to be included in the regular rate, for which the Employee qualifies under this MOU.
8. "Post-Retirement Health Beneficiary" means a Retiree who, for purposes of Article 11 of this MOU:
 - a. was hired on or prior to January 1, 1986, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least five (5) years continuous service with the County immediately preceding their date of retirement, unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or
 - b. was hired after January 1, 1986 and on or before July 1, 1987, was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least ten (10) years continuous service with the County immediately

preceding their date of retirement unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or

- c. was hired after July 1, 1987 and on or before March 15, 1996, was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least fifteen (15) years continuous service with the County immediately preceding their date of retirement unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or,
 - d. was hired after March 15, 1996, and before February 4, 2003, was age fifty (50) or older and held permanent employment status on their date of retirement and accrued at least twenty (20) years continuous service with the County immediately preceding their retirement, unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan.
9. "Retiree" means a former County Employee whom CalPERS considers to be a County retiree/annuitant but who is not a post-retirement health beneficiary as described above.
10. "Vacant Shift" means any shift requiring backfilling due to the absence of an Employee and shifts in addition to normal staffing including partial shifts.

ARTICLE 2. TERM

The provisions of this MOU shall be effective from January 1, 2019. This MOU shall expire at 12:00 midnight on December 31, 2021.

ARTICLE 3. RECOGNITION

The County recognizes the Association as the sole and exclusive representative for full-time Employees of the Mono County Paramedic Fire Rescue Association comprised of the classifications of Emergency Medical Technician, Advanced Emergency Medical Technician, Paramedic I, Paramedic II, Paramedic Training Officer, and Paramedic Station Captain.

ARTICLE 4. NON-DISCRIMINATION AND ASSOCIATION RIGHTS

The County recognizes all legal rights of all Employees, including the right to join and participate in the activities of the Association and to exercise all rights expressly and implicitly described in Section 3500 et seq. of the California Government Code, and the Meyers-Milias-Brown Act. The County shall not intimidate, restrain, coerce, or discriminate against any Employee because of the exercise of any such rights.

There shall be no unlawful discrimination based on an Employee's race, religion, color, national origin, ancestry, sex, age, sexual orientation, marital status, gender identity, gender expression,

genetic characteristics or information, military or veteran's status and/or any other category protected by federal and/or state law. In addition, the County shall not retaliate because of an Employee's opposition to a practice the Employee reasonably believes to constitute employment discrimination or harassment or because of the Employee's participation in an employment investigation, proceeding, hearing or legitimate Employee organization activities. Employees who believe they have been harassed, discriminated against, or retaliated against, should report that conduct to the County and the County will investigate those complaints.

ARTICLE 5. HEALTH AND DISABILITY INSURANCE

- A. Employees and their dependents are entitled to the medical, dental and vision benefits as provided in this Article and Articles 6 and 7.
- B. The County contracts with CalPERS medical insurance for all Employees. The County shall pay only the statutory amount prescribed by Government Code section 22892 per Employee per month for medical insurance.
- C. The County shall enroll Employees in the State Disability Insurance (SDI) program at County expense. Alternatively, if the Association desires its own disability insurance coverage, the County will contribute its current cost for SDI coverage toward such alternative coverage. When an Employee has filed a disability claim and is receiving disability benefits pursuant to the SDI program, the County shall continue paying:
 - 1. Monthly contributions into the Cafeteria Plan based on the Employee's applicable tier (See Article 8); and
 - 2. The medical portion of Social Security.

ARTICLE 6. DENTAL CARE PLAN

The County shall provide all Employees and their dependents with the County dental plan. The current County dental plan shall be the minimum base coverage.

ARTICLE 7. VISION CARE PLAN

The County shall provide all Employees and their dependents a vision care plan. The current vision care Plan C shall be the minimum base coverage.

ARTICLE 8. CAFETERIA PLAN

- A. Up to and through December 31, 2019, the County will continue to contribute into the Cafeteria Plan an amount equal to eighty percent (80%) of the PERS Choice health insurance premium for the coverage tier in which the Employee is enrolled, minus the statutory amount prescribed by Government Code section 22892, which the County shall pay directly to PERS, for any Employee who is enrolled in PERS medical coverage.
- B. Effective January 1, 2020, for Employees enrolled in PERS Select medical coverage, the County will contribute into the Cafeteria Plan an amount equal to ninety-five percent (95%) of the PERS Select health insurance premium then in effect for the coverage tier in which the Employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892, which the County shall pay directly to PERS; or
- C. Effective January 1, 2020, Employees enrolled in medical coverage other than PERS Select, the County will contribute into the Cafeteria Plan an amount equal to eighty percent (80%) of the PERS Choice premium then in effect for the coverage tier in which the Employee is enrolled, minus the statutory amount prescribed by Government Code section 22892, which the County shall pay directly to PERS. Notwithstanding anything to the contrary in this paragraph, under no circumstances shall the Employee contribute less than 5% of the PERS Select premium then in effect for the coverage tier in which the Employee is enrolled, regardless of the medical coverage selected by the Employee.
- D. The County shall not make any contributions to the Cafeteria Plan for Employees not enrolled in CalPERS or PORAC medical coverage and under no circumstances shall an Employee receive cash back.

ARTICLE 9. 401(a) PLAN

- A. Employees hired on or after February 4, 2003, are not eligible to earn or receive post-retirement health benefits provided by Article 10 but shall instead be eligible to receive County contributions into an Internal Revenue Code Section 401(a) Plan ("401(a) Plan") established by the County, as described more fully below. Any active Employee of the unit who was hired prior to February 4, 2003, may also elect to receive County contributions into a 401(a) Plan under this Article, if he or she waives and relinquishes any present or future rights to receive the post-retirement health benefits provided by Article 10.
- B. The County shall contribute into the 401(a) Plan an amount on behalf of each Employee electing to participate under this Article equal to the amount contributed by that Employee from his or her own pre-tax salary into one of the County's Section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to Employee contributions) but not to exceed three percent (3%) of the Employee's pre-tax salary. Accordingly, if an Employee contributes a total of one to three percent (1- 3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the Employee's 457 contribution; if an Employee contributes more than three percent (3%) of his or her pre-tax salary to a 457 plan,

then the dollar amount of the County's 401(a) Plan contribution would be three percent (3%) (and not more) of the Employee's pre tax salary and would not fully match the Employee's 457 contribution. The Employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. The Employee's ability to withdraw the County's contributions into the 401(a) Plan is set forth in paragraph C.

- C. The 401(a) Plan has the following vesting schedule for participating Employees to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

<u>Years of County Service</u>	<u>Portion of Account Value Vested</u>
Less than 1 year	0 percent
1 year plus 1 day to 2 years	10 percent
2 years plus 1 day to 3 years	20 percent
3 years plus 1 day to 4 years	40 percent
4 years plus 1 day to 5 years	60 percent
5 years plus 1 day but less than 6 years	80 percent
6 years or more	100 percent

- D. In addition to and notwithstanding the foregoing, Employees' options for withdrawing, "rolling over," and otherwise using account money -- and the tax consequences of such withdrawals and use - shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the County and the Plan must comply.

ARTICLE 10. RETIREMENT BENEFITS

A. Retirees

Retirees hired on or after February 4, 2003, who enroll in CalPERS medical insurance or who have relinquished their rights to receive post-retirement health benefits under Article 9, shall receive only the statutory amount prescribed by Government Code section 22892 per month paid directly by the County to PERS.

B. Post-Retirement Health Beneficiaries

1. Not Medicare-Eligible: Post-Retirement Health Beneficiaries who are not yet eligible for Medicare who enroll in CalPERS medical insurance shall receive a flexible credit allowance paid through the County's cafeteria plan equal to the amount paid into the cafeteria plan for Employees under Article 8. This amount does not include the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS. In other words, the amount of the flexible credit allowance will vary as the County's contribution to the Cafeteria Plan for Employees varies and is subject to the same limitations or qualifications applicable to Employees, (e.g., whether the Post-Retirement Health Beneficiary is enrolled in CalPERS medical insurance, the plan selected and the "tier" into which that Post-Retirement Health Beneficiary falls).

2. Medicare-Eligible: Post-Retirement Health Beneficiaries who are eligible for Medicare who enroll in CalPERS medical insurance shall receive a flexible credit allowance paid through the County's cafeteria plan equal to the monthly amount of the PERS Choice Medicare Supplement premium or the monthly premium amount of the plan in which the Post-Retirement Health Beneficiary is enrolled, whichever is less, based on the residency and coverage tier in which the Post-Retirement Health Beneficiary is enrolled, minus the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS.
3. Partially Medicare-Eligible: In the event a Post-Retirement Health Beneficiary and their dependent are not both Medicare-eligible, then the eligible individual shall enroll in Medicare and payment through the cafeteria plan shall not exceed the amount described in A.2.
4. Dental and Eye-Care: Post-Retirement Health Beneficiaries and one dependent (as defined in the dental and eye-care insurance policies) shall also be given the same dental and eye-care benefits provided to Employees in Articles 6 and 7.

ARTICLE 11. VACATION ACCUMULATION

A. Accumulation/Accrual

Because Employees work 24-hour shifts (or "days") vacation accrual for Employees shall not be as provided in Mono County Personnel Rules section 260. Employees shall accrue vacation as follows:

<u>Years of Service</u>	<u>Annual Accrual</u>	<u>Monthly Accrual</u>
0 - 3	112 hours	9.33 hours
3-10	168 hours	14.00 hours
10-15	191 hours	15.92 hours
15-20	213 hours	17.75 hours
20+	224 hours	18.67 hours

B. Compensation

An Employee who has accrued a minimum of 80 vacation hours may, upon written request, be compensated for up to a maximum of 40 hours of accrued vacation time per calendar year, instead of taking that vacation time off.

C. Maximum Accrual

The maximum number of vacation hours that may be accumulated by any Employee as of December 31st of any year is 450 hours ("Accrual Cap"). If an Employee's vacation hours exceed the Accrual Cap on December 31st of any year, then vacation accrual will cease until his or her vacation hours are at or below the Accrual Cap.

ARTICLE 12. SICK LEAVE

- A. Full-time Employees will accrue 11.2 hours of sick leave each month.
- B. Employees hired prior to July 1, 2016, may convert up to one year of unused sick leave to PERS service credit upon separation from employment with the County, as permitted by California Government Code Section 20965 or successor section. Alternatively, Employees may be compensated for up to 960 hours of accrued sick leave upon separation from County employment as follows:
 - 1. If the Employee has worked for the County less than five (5) years or elects to apply sick leave toward PERS service credit as provided for above, no amount shall be paid for accrued sick leave.
 - 2. If the Employee has worked for the County more than five (5) years, but less than ten (10) years, then the Employee shall be paid fifty percent (50%) of the dollar value of the accrued sick leave, not to exceed 960 hours.
 - 3. If the Employee has worked for the County more than ten (10) years, then the Employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave, not to exceed 960 hours.
 - 4. If the Employee is terminated by reason of layoff, the Employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave, up to 960 hours, regardless of how long the Employee has worked for the County.
 - 5. The dollar value of the Employee's accrued sick leave shall be based upon the Employee's base rate of pay on the date of separation.
- C. Employees hired on or after July 1, 2016, may convert unused sick leave to PERS service credit upon separation from employment with the County, as permitted by California Government Code Section 20965 or successor section. These Employees shall not have the option of cash payment for accrued sick leave.

ARTICLE 13. BEREAVEMENT AND CRITICAL ILLNESS LEAVE

Employees shall be allowed bereavement leave and critical illness leave in conformity with Mono County Personnel System, Paramedic Association, Rules 290 and 300. However, instead of receiving a maximum of five 8-hour "working days" of leave, each Employee shall receive two 24-hour shifts of leave per calendar year.

ARTICLE 14. LONGEVITY COMPENSATION

Employees hired before January 1, 2013, shall receive longevity pay of 6.5% of base pay after twelve years of continuous County service. The total amount of longevity pay received by any Employee shall not exceed 6.5% of base pay (i.e., if the Employee currently receives 2.5% longevity, then after twelve years of service, that Employee shall receive an additional 4% longevity pay).

ARTICLE 15. ASSUMING DUTIES ENTAILING GREATER RESPONSIBILITY

- A. If an Employee assumes the duties of a position entailing greater responsibility than his or her presently assigned position, that Employee shall receive a five percent (5%) increase in pay, or the same rate of pay due the "A" step of the higher classification, whichever is higher, during the time the Employee carries out the other duties.
- B. This Article applies only when all of the following conditions occur:
 - 1. The Employee received written direction to assume the other duty by the EMS Chief or designee;
 - 2. The assumption of duties entailing greater responsibility must be taken for a period of one full-time week (i.e., 56 hours) before this Article applies. The initial full-time work week shall not be included in the increased pay calculations; and
 - 3. The position assumed has a job description in the most recent job classification and salary survey adopted by the County Board of Supervisors.
- C. Pursuant to Government Code Section 20480, no Employee may assume the duties of a position entailing greater responsibility for more than 960 hours in any fiscal year.

ARTICLE 16. RELEASE TIME

- A. The Association President and designee shall have reasonable time off for Association matters (not to exceed a total of three (3) persons), with the approval of the EMS Chief. The President or designees shall give management two (2) weeks' notice, or a reasonable amount of notice as approved by the EMS Chief, prior to taking time off.
- B. The County agrees that Association members on duty may attend semi annual Association membership meetings during working hours without loss of pay provided:
 - 1. Attendance is verified by signature roster prepared and certified by the Association Secretary;
 - 2. Attendance during working hours without loss of pay will be limited to two (2) hours per meeting;

3. The Employee's absence from work will not result in the lack of minimum coverage of functions as determined by the EMS Chief.

ARTICLE 17. SHIFT TRADING

The County allows shift trading in accordance with the Shift Trading Policy developed by the EMS Chief, dated November 2018. If the EMS Chief determines that the November 2018, Shift Trading Policy should be amended in a manner which causes the proposed amendment to fall within the meet and confer requirements of the Myers-Milias-Brown Act, the County will meet and confer with the Association regarding the proposed amendment.

ARTICLE 18. OVERTIME

- A. All Employees shall be paid premium pay and/or overtime in accordance with Fair Labor Standards Act (FLSA) requirements for hours worked in excess of forty (40) hours per week.
- B. Employees' normal full-time work schedule shall continue to be two consecutive twenty-four-hour shifts (48 hours) followed by 96 hours (four days) of regular time off. Thus, each normal work week includes regular compensation plus some scheduled overtime ("FLSA premium pay"), all of which is reportable compensation to CalPERS.
- C. Use of vacation time, sick leave, and compensatory time off (CTO) during an Employee's normal work schedule (as discussed above in paragraph A) shall be considered hours worked only for the limited purpose of calculating scheduled overtime ("FLSA premium pay") with respect to that normal work schedule. Use of leave and CTO time shall not be considered hours worked in determining whether an Employee must be paid overtime on hours worked in addition to their normal schedule.

ARTICLE 19. EQUIPMENT AND WORKSITE SAFETY

A. Equipment

1. The County shall provide Employees with the following equipment, and replace or repair such equipment when deemed necessary by the County:
 - a. Shoulder patches, name tag, and badge.
 - b. Cold weather gear: jacket, pants, hat, boots, gaiters, gloves, pack and goggles.
 - c. Rescue gear: jacket, pants, boots, hood, gloves, safety glasses and helmet.
2. All equipment issued to Employees shall remain the property of the County and shall be properly inventoried. Employees shall return assigned insignia and equipment upon termination from County employment. Safety and weather protection equipment shall be

issued only to persons required to work under conditions necessitating such equipment. Previously-issued equipment shall be returned by the Employee to whom it was issued prior to the assignment of replacement equipment. Employees shall be responsible for the care and maintenance of all issued equipment and for the cost of replacement of lost equipment. County will repair, or replace as necessary, equipment damaged or lost within the course and scope of employment. In addition, the County will maintain a pool of equipment to be available for use by part-time, temporary and reserve Employees when they are assigned to work open shifts. One of each of the items listed above will be made available to such Employees.

B. Worksite Safety

1. The County shall provide reasonable safety programs and annual on-site safety inspections to assure safe worksites for County Employees. Department heads shall schedule the safety programs and annual on-site worksite inspections. Written complaints shall be filed with the EMS Chief or their designee and copies shall be transmitted by Employees who file them to the President of the Association. Should a complaint be unresolved by the EMS Chief or their designee, an appeal of the matter shall be heard by the Worksite Safety Advisory Committee, which shall make its recommendation to the Board of Supervisors for a final decision.
2. The Worksite Safety Advisory Committee will be established as the need arises, and will consist of the County's designated risk manager, one member designated by the Association, and one member appointed by the other two members.

ARTICLE 20. UNIFORM ALLOWANCE, STANDARDS AND REPLACEMENT

- A. Each Employee shall receive an annual uniform allowance of \$750 to cover uniform acquisition. Each new Employee shall upon employment receive a one-time advanced payment of \$375 out of the annual allowance for uniform acquisition. Should a new Employee not complete the remaining portion of the fiscal year as an EMT or Paramedic of Mono County, the County may recover \$30.00 per month from the new Employee for each month of said fiscal year not completed. This amount shall be deducted from said Employee's final paycheck. Association understands that the compensation provided by this Article 20 is taxable and that County will withhold taxes from said amounts in accordance with applicable state and federal laws. With the exception of the one-time new Employee payment, the uniform allowance shall be paid in equal installments with the Employee's normal payroll check.
- B. Uniform items and standards shall be as set forth in the "Uniform Standards" standard operating procedure developed by the EMS Chief, dated November 2018. This standard operating procedure may be changed from time to time in the County's sole discretion provided it does not impose any increased costs to Employees.
- C. All uniform items damaged within the course and scope of employment shall be replaced or repaired at no cost to the Employee. The determination of whether a uniform item is replaced

or repaired shall be made by the EMS Chief or designee.

- D. All insignia and equipment issued to Employees shall be returned to Mono County in good condition, ordinary wear and tear excepted, prior to receipt of the Employee's final paycheck. Any change or addition to the existing uniform which is ordered to take effect immediately by the County shall be at the County's expense.

ARTICLE 21. TRAVEL TIME

Travel time to and from work does not constitute hours worked. This is true whether the Employee works at a fixed location or at different job sites. Time spent traveling during the workday must be counted as hours worked when it is related to the Employee's job and performed pursuant to the County's instruction. Further, travel time that occurs in addition to regular working hours is considered hours worked if it is performed pursuant to County's instructions, whether or not the Employee is operating a vehicle or riding as a passenger. See Article 22 for travel to continuing education classes required for maintenance of Employees' licenses.

ARTICLE 22. LICENSING

- A. Employees shall meet and maintain any licensing requirements imposed by state law or regulatory agencies with respect to their employment positions. The County shall (1) pay for or reimburse Employee for course fees pre-approved by the Department Head in writing upon submission of an invoice or other documentation acceptable to the Finance Director; (2) Pay for or reimburse an Employee's applicable license renewal fee(s).
- B. In the event and to the extent that County directs an Employee to attend a particular class or training, time spent attending that class or training shall be considered "hours worked." Time spent traveling to the location of a class or training shall not be considered "hours worked" unless it occurs during the Employee's regular shift or is otherwise required to be treated as hours worked under the Fair Labor Standards Act (FLSA).

ARTICLE 23. REQUIRED PHYSICAL EXAMINATIONS

When a physical examination is required for any reason related to the performance of an Employee's duties, the examination shall be provided by a medical doctor designated by the County at the County's expense. The examination shall be performed during the Employee's regular work hours without any deduction in pay.

ARTICLE 24. PERS BENEFITS

Retirement Tier 1 – Safety Members hired before January 2, 2007, shall receive the 3% @ 50 retirement formula, highest twelve (12) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay the entire nine percent (9%) of the CalPERS Employee contribution on a pre-tax basis.

Retirement Tier 2 – Safety Members hired from January 2, 2007 through December 31, 2012, shall receive the 2% @ 50 retirement formula, highest twelve (12) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay the entire nine percent (9%) of the CalPERS Employee contribution on a pre-tax basis.

Retirement Tier 3 – New Safety Members, as defined by CalPERS, hired on or after January 1, 2013, shall receive the 2.7% @ 57 retirement formula, highest thirty-six (36) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay half the total normal cost of the retirement plan as determined annually by CalPERS on a pre-tax basis.

The above information is presented for ease of Employee reference. If PERS benefits differ from the above or change, the actual PERS benefits control.

ARTICLE 25. SALARY

- A. The Salary schedule shall consist of five (5) steps. Each step shall be equivalent to five percent (5%) above the prior step. Advancement of steps shall be automatic upon the Employee's anniversary date and a satisfactory annual evaluation. No time worked while step increases have been frozen, either pursuant to a previously adopted MOU and/or any imposed terms and conditions, shall be counted for purposes of determining any step increases provided pursuant to this MOU.
- B. All Employees are required to utilize direct deposit of their payroll checks.
- C. Station Captain: The Base Rate of Pay of an Employee promoted to Station Captain shall be fifteen percent (15%) above the Base Rate of Pay of the Employee at the time they are promoted.
- D. Acting Captain: Employees meeting the qualifications and requirements set forth by the EMS Chief for Acting Captain shall receive an additional five percent (5%) above their Base Rate of Pay for all hours worked as Acting Captain as assigned by the EMS Chief.
- E. Advanced EMT Certification: Full-time EMT Employees who possess an ICEMA Advanced EMT Certificate shall receive an additional five percent (5%) of their Base Rate of Pay.

F. Paramedic Training Officer: A Paramedic II Employee selected and designated by the EMS Chief as a Paramedic Training Officer shall ~~be paid a rate~~ receive a ten percent (10%) ~~above the Paramedic II~~ increase in their Base Rate of Pay.

G. There shall be equity adjustments or cost of living adjustments (COLAs) during the term of this MOU as follows:

Effective January 1, 2019, all Employees shall receive a two percent (2%) increase in their Base Rate of Pay.

Effective January 1, 2020, all Employees shall receive a two percent (2%) increase in their Base Rate of Pay.

Effective January 1, 2021, all Employees shall receive a two percent (2%) increase in their Base Rate of Pay.

ARTICLE 26. HOLIDAY PAY

A. In lieu of receiving holidays off, Employees shall receive holiday in lieu pay in the amount of eight percent (8%) of their Base Rate of Pay.

B. Holidays have been eliminated from the work schedule, save and except one personal holiday (24 hours) which will be paid. Any overtime work which falls on regular days off which is coincidentally a calendar holiday, shall be paid at the overtime rate.

ARTICLE 27. EDUCATION INCENTIVE

A. Educational Incentive Program The intent of this program is to allow Employees to seek continuing education which may or may not be job specific. This program shall not be available or utilized to fund an Employee's license/certification expenses; said expenses are addressed exclusively through Article 22 (Licensing). Specifically, Employees who wish to enroll in continuing education courses shall be reimbursed by the County for allowable expenses related to the course in an amount not to exceed \$700.00 per calendar year. Allowable expenses shall be actually incurred, shall include tuition costs and out-of-pocket expenses for required course material and textbooks, and shall be subject to the following:

1. Courses must be taken at or by correspondence from a certified training institute, or an accredited institution if comparable courses are not offered in local schools, or if the work assignment of the individual is such that it does not permit regular classroom attendance.
2. Employees will not be granted time off from their regular work schedule to attend such courses, unless approved by the County Administrative Officer.

3. Approval of the educational incentive program shall be at the written discretion of the EMS Chief. Such approval shall be obtained by the Employee prior to enrollment. A copy of the written approval shall be filed by the EMS Chief with the Auditor's Office.
 4. Required course material and textbooks may be retained by the Employee upon satisfactory completion of the course.
 5. Reimbursement shall be made to the Employee within fifteen (15) calendar days after presentation to the Auditor's Office of appropriate receipts and proof of completion of the course and a minimum grade of "C" or its equivalent.
- B. Instructor Stipend Any Employee who is selected by the EMS Chief to teach a training course, while not on a regularly scheduled shift, as part of their job duties shall receive an instructor stipend of seventy-five (\$75), plus overtime at the FLSA rate for all overtime hours worked.

ARTICLE 28. CALL-BACKS, PARTIAL SHIFTS, VACANT SHIFTS, AND FORCE-HIRES

- A. Call Backs An Employee called in to work at any time other than scheduled working hours shall be paid for a minimum of two (2) hours. Should the duration of the call-back exceed two (2) hours, the Employee shall receive credit for the actual time worked. The provisions of this article shall not apply to extended shifts for actual time worked.
- B. Partial and Vacant Shifts Partial and vacant shifts shall be assigned in accordance with the "Shift Trades" standard operating procedure developed by the EMS Chief, dated November 2018. If the EMS Chief determines that the November 2018, SOP should be amended in a manner which causes the proposed amendment to fall within the meet and confer requirements of the Myers-Milias-Brown Act, the County will meet and confer with the Association regarding the proposed amendment.
- C. Force-Hires Notwithstanding any provision to the contrary, any Employee directed to work on a scheduled day off and any Employee required to continue working a shift or part of a shift immediately after working the previous shift, shall be paid at the one and one-half overtime rate.

ARTICLE 29. COMPENSATORY TIME

Employees may not accumulate compensatory time. For any compensatory time an Employee earned prior to this MOU, said compensatory time shall be utilized by the Employee as provided for by the FLSA, and otherwise may be purchased by the County in forty (40) hour increments on December 31st of each year following implementation of this MOU.

ARTICLE 30. STATION ASSIGNMENTS

County shall have the management right to determine and adjust station assignments at any time, in its sole discretion and notwithstanding any provision of this Article or any past practice to the contrary. Any such change in an Employee's station assignment does not constitute disciplinary action and may not be appealed. In no event shall a change in an Employee's station assignment, whether temporary or permanent, entitle the Employee to compensation for any additional miles driven or time spent commuting to the new station. Notwithstanding the foregoing, County recognizes that Employees have an interest in station placements. In instances where County finds that it does not have a management need to exercise its right to determine and adjust station assignments, the County shall allow any open station assignment to be filled by the seniority bid process. Only Employees with an overall "competent" or "meets standards" evaluation as measured by the last annual performance evaluation will be guaranteed a seniority bid. Upon request, County shall consult with Association prior to any management decision related to station assignments; County shall not make such decisions arbitrarily or capriciously.

ARTICLE 31. LABOR CODE 4850

The County agrees to continue treating Paramedics and EMTs as if they are eligible for benefits under Section 4850.

ARTICLE 32. PROBATIONARY PERIOD

The probationary period for Employees and other County Employees is currently governed by Mono County Personnel System Section 180. Notwithstanding the foregoing or any contrary provision of the Mono County Code or the County's Personnel Policies and Procedures, any probationary Employee in the job classification currently known as Paramedic-I who is otherwise deemed qualified by the County to be promoted to the classification of Paramedic-II shall not be rendered ineligible for such a promotion solely because of his or her probationary status nor shall such a promotion (if any) affect the duration of the initial probationary period. This paragraph shall not be construed as entitling any Employee to a promotion and the County reserves its management rights to determine the fitness, eligibility, and qualification of any individual to be promoted.

ARTICLE 33. MISCELLANEOUS PROVISIONS

- A. Entire Agreement This MOU contains all the covenants, stipulations and provisions agreed by the parties. All items relating to wages, hours and other terms and conditions of employment not covered by the MOU shall remain the same for the term of this MOU. Therefore, except by mutual agreement of the parties or as specifically provided otherwise herein, for the life of the MOU, neither party shall be compelled to bargain with the other concerning any mandatory

bargaining issue whether or not the issue was specifically bargained for prior to the execution of the MOU. There shall be no changes to the Personnel Rules which affect negotiable wages, hours, terms or conditions of employment without compliance with the Myers-Milias Brown Act's meet-and-confer requirements. This MOU shall remain in full force and effect until a new MOU is ratified or the County imposes its last, best and final proposal.

- B. Personnel Rules (Personnel System) and SOPs The Parties have met and conferred on amendments to the Personnel Rules which are adopted contemporaneously with this MOU and the standard operating procedures (SOPs) referenced herein.

ARTICLE 34. NON-SEVERABILITY

Should any section, clause, or provision of the Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction or invalid by CalPERS, such invalidation of such section, clause, or provision shall not invalidate the remaining portions thereof, and such remaining portions shall remain in full force and effect. Upon such invalidation, the parties agree immediately to meet and confer on substitute provision for such parts or provisions rendered or declared illegal or an unfair labor practice.

In witness thereof, the parties hereto, acting by and through their duly authorized representatives, have executed this Memorandum of Understanding.

For the County of Mono

For the Mono County PFRA

Leslie Chapman
County Administrative Officer

Robb McCandlish
Managing Labor Consultant,
Mastagni Holstedt

Dave Butters
Human Resources Director

Kevin Smith
President, Mono County PFRA

Stacey Simon
County Counsel

Alex Johnson
Vice President, Mono County PFRA

Janet Dutcher

Director of Finance

March 19, 2019
Regular Meeting

Item # 7a

CDD

**Hess Park EV Car Charger -
Mono RPAC Letter**

Mono Basin Regional Planning Advisory Committee

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

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

March 13, 2019

Tony Dublino
Public Works Director
Mono County
PO Box 457
Bridgeport, CA 93517

Submitted via email

Subject: Support for Lee Vining Electric Vehicle Charging Station project

Dear Mr. Dublino:

The Mono Basin Regional Planning Advisory Committee (RPAC) extends its support for an Electric Vehicle (EV) Type 2 car charger to be installed in Hess Park as part of the Pioneer Solar Pavilion (Pavilion) project. The 350 MONO Climate Action group (350 MONO) has been researching the EV charger options and presented their findings to the RPAC at our November 14 meeting. The charging unit would be located in front of the Solar Pavilion (adjacent to the parking lot). Tesla owners would be able to use it with an adapter so it would serve all EV owners.

Adding a car charger has been part of the long-term plan for the Pavilion to help showcase clean energy and encourage a transition to a renewable future. The conduit for the charger was installed during the initial Pavilion construction and solar power from the Pavilion is anticipated to cover the electricity demands of the car charger. Installing this charger will help Lee Vining serve the EV community and encourage them to visit the Mono Basin with its critical link to Tioga Pass.

If approved and constructed, this charging station will be the first Type 2 (J1772) public car charger in the Eastern Sierra south of Gardnerville. Both 350 MONO and the RPAC discussed and anticipate future increased use. Lee Vining is truly a connecting point between the east and west sides of the Sierra Nevada and therefore a logical location for this project. The Mono Basin RPAC is proud to support this first small step toward a sustainable transportation future in Mono County.

Thank you for your consideration of this project.

Sincerely,

Lisa Cutting
Chair, Mono Basin Regional Planning Advisory Committee

Cc: Board of Supervisors, Mono County
Mono County Local Transportation Commission
350 MONO Climate Action
Mono Basin Historical Society
Lee Vining Chamber of Commerce

March 19, 2019
Regular Meeting

Item # 7b

CDD

**STR Activity Permit -
Rosky Letter to the Board**

March 18, 2019

Dear Supervisors,

This statement is with regard to type I permit applications in June Lake, and the Clark Tract in particular, as there is an application being processed.

As a member of the CAC, I would like to recall that June Lake has gone through a different process than the rest of the unincorporated areas.

Early on, some of us were cognizant of the issue of a small number of people determining the rules, so to speak, and imposing their personal will on the overall community, so we engaged in a democratic process, taking one survey of the entire June Lake area (done by Wendy and the staff) and an additional survey of just the Clark Tract (the second one being done by Ann Tozier, who was a CAC member at the time). In the Clark Tract, in both cases there was a majority in favor of allowing type I.

On the other hand, we also wanted to make sure that valid concerns were addressed. During the process, we spent over a year having meetings, including anyone in the community who wanted to attend, working through the general and philosophical issues, and in the end, deciding to allow a certain amount of Type I, along with a long list of specific limits, requirements, mitigations, and avenues of redress, including up to revoking of the permit if someone becomes an ongoing problem.

Due to this long and complete process we went through, It is my hope, and I'm speaking for myself at this point as an individual CAC member, that moving forward, we will consider the general and philosophical discussions finished, and that these applications will be treated as "innocent until proven guilty", unless there are truly significant substantive issues; not simply philosophical concerns, or worries about what *could* or *might* happen (i.e., pre-assumed guilt). After the process we went through and the protections we've included, applicants should be given a chance prove whether they can manage their property without an impact on the neighborhood, and then be judged by how well they accomplish that, rather than being subject only to the luck of the draw in terms of how their immediate neighbors stand philosophically.

Best regards,

David Rosky

March 19, 2019
Regular Meeting

Item # 7c
Recreation

Matthew Paruolo Updated
Staff Report

Mono County Eastern Sierra Sustainable Recreation Partnership

ESSRP

Mammoth Lakes Recreation
126 Old Mammoth Rd. Suite 107
Mammoth Lakes, CA 93546

March 19, 2019

To: Mono County Board of Supervisors
From: Matthew Paruolo, Eastern Sierra Sustainable Recreation Coordinator
Subject: Eastern Sierra Sustainable Recreation Partnership Updates

Recommended Action

None. Informational Only

Fiscal Impact

None. Informational Only

Discussion

The following outline provides a basic description of activities performed to date and those contemplated for the months to come through the ESSRP.

1. Eastern Sierra Sustainable Recreation Partnership (ESSRP) update

- a. Contacts
 - i. Joel Rathje, Point of contact for Town of Mammoth Lakes
 - ii. Tony Dublino, Point of contact for Mono County (weekly update)
 1. Gerry LeFrancois, Point of contact for LTC
 - a. Multi-Modal connectivity projects within LTC
 - iii. Gordon Martin, Mammoth District Ranger, Inyo National Forest
 - iv. Jan Cutts, Bridgeport District Ranger, Humboldt Toiyabe National Forest
 - v. David Page, Chairman of the Board of Directors, Mammoth Lakes Recreation
- b. MLR Administrative
 - i. MLR Contract
 - ii. Mono Co. vehicle
 - iii. New Office Location (Mammoth Mall)
- c. Mountain Ventures Summit update – Reinventing the Future of Mountain Towns
 - i. Sustainable Recreation
 - ii. Infrastructure and Community
 - iii. Innovation and Investment
- d. Next ESSRP meeting March 27 @ 1:30 PM – USFS Ranger Offices
 - i. Systemize how ESSRP partners submit project proposals
 - ii. [Exhibit A](#): Operating Plan
- e. [SNC Grants](#) \$618,750 in support of Eastern Sierra Office of Sustainable Recreation and Tourism
 - i. Deliverable #1: Regional Recreation Stakeholder Engagement
 1. Convene and facilitate 12 quarterly meetings of regional recreation stakeholders in Inyo, Mono, and Alpine counties
 - ii. Deliverable #2: Technical Assistance: ESSRP Project Funding

If you have any questions regarding this item, please contact Matthew Paruolo
760.500.6381 // mparuolo@mammothlakesrecreation.org

Mono County

Eastern Sierra Sustainable Recreation Partnership

ESSRP

Mammoth Lakes Recreation
126 Old Mammoth Rd. Suite 107
Mammoth Lakes, CA 93546

1. 12 ESSRP projects reviewed with SNC staff to identify opportunities for project funding and implementation
2. 8 ESSRP recommended projects further developed for project funding
3. 8 ESSRP recommended projects further developed for funding of environmental analysis and public agency decisions
4. 8 ESSRP recommended projects developed for implementation funding and completion of environmental analysis
- iii. Deliverable #3: Climate Adaptation and Resilience
 1. 1 report and 1 targeted messaging program providing analysis and recommendations for the Eastern Sierra Sustainable Recreation Program's engagement with resilience and adaptation to climate change
- iv. Deliverable #4: Connection to Eastern Sierra Visitor Audience
 1. Tangible tools to "tell the story" of the Eastern Sierra Sustainable Recreation Program and the Eastern Sierra Sustainable Recreation Program as supported by SNC
 - a. [website](#)

2. Town of Mammoth Lakes Projects

- a. Primary Projects
 - i. Special Use Permits
 1. Snow Storage Permit
 2. Lakes Basin Road Maintenance
 3. Airport
- b. Collaboration
 - i. Over snow vehicle (OSV) Winter Access Signage, Mammoth to June Lake
 - ii. OSV Staging Areas
 1. Cal Trans Coordination
 2. Mammoth Lakes Police Department, Shady Rest
 - iii. Off-Highway-Vehicle (OHV) 2019 Grant Cycle – Shady Rest Inyo Craters (SRIC) sub-region planning
 1. 3-year planning grant to address SRIC sub-region wayfinding, connectivity, and multi-use trails system(s)
 2. Potential for GO grants to implement projects

3. Mono County Projects

- a. 2018 Completed Mono County Projects [Map](#) (ESRI, GIS tool; budgeted +/- \$30,000)
 - i. Grading and Repair Work (+/- \$8,300)
 1. Moraine Campground
 2. Aspen Campground
 3. Lower Lee Vining Creek Campground
 - ii. Lee Vining Trail Reroute (+/- \$5,800)
 - iii. June Lake Beach ADA restroom improvements (+/- \$4,500)
 - iv. Early operation, cleaning and maintenance of high-use trailhead facilities (+/- \$680)

Mono County Eastern Sierra Sustainable Recreation Partnership

ESSRP

Mammoth Lakes Recreation
126 Old Mammoth Rd. Suite 107
Mammoth Lakes, CA 93546

1. Shingle Mill Flat Picnic Area
2. Travertine Hotsprings
3. Virginia Lakes Trailhead
- v. Portable restroom facilities at high-use areas (+/- \$7,200)
 1. Navy Beach Parking Area/ Trailhead
 2. Bald Mountain Road
 3. Wild Willy's Hotsprings
 4. Lower Rock Creek Road
- b. 2019 Mono County Potential Projects
 - i. 2018 Rollover Projects (potential OHV funding)
 1. Early operations of restrooms (above)
 2. Placement of portable restroom facilities at high-use locations (above)
 3. Lee Vining Creek Trail/ potential realignment or treatment as needed
 - ii. [MCRAT](#) Phase III (potential LTC funding)
 1. Incorporation of Local Transportation Commission projects and funding
 2. Development of Mono County Trails Plan in GIS – begin cataloging projects in ESRI and developing projects to “shovel ready” (ie. trail alignments, development of nodes, avoidance areas, etc.)
 - iii. Status-quo maintenance and signage
 1. Virginia Lakes Restroom Repairs
 2. Friends of the Inyo Workplan
 - a. Robinson Creek, Bloody Canyon, Parker Bench trails
 - iv. Volunteer Stewardship Events
 1. June Lake Trails Day (INF)
 2. Rock Creek MTB Trail (INF)
 3. Mono Village (HTNF)
 4. Virginia Lakes (HTNF)
 - v. [Master Project List](#)
 1. Tangle Free Waterways
 2. Eastern Sierra Regional Trail
 3. Sanora Bridge Picnic Area
 4. Winter Access Signage/ Trail Counters
 5. June Lake Down Canyon Trail
 6. Sanora Bridge Picnic Area
 - a. NEPA complete, shovel ready

EXHIBIT A OPERATING PLAN

PROJECT 1 – Eastern Sierra Sustainable Recreation Partnership Priority Development

I. GENERAL PROJECT DESCRIPTION:

This Operating Plan encompasses efforts between Mono County, California and the Town of Mammoth Lakes, California, hereinafter referred to as “the Cooperators,” and the USDA, Forest Service, Pacific Southwest Region, Inyo National Forest and Intermountain Region, Humboldt-Toiyabe National Forest, hereinafter referred to as the “U.S. Forest Service,” to identify priority recreation-related programs and projects in partnership to provide healthy forests and sustainable recreation and infrastructure. The U.S. Forest Service and Cooperators, or “Partners” will work together in development of these priorities to reduce redundancies, work toward mutual goals, maximize resources, and to improve transparency between and with stakeholders. An initial list of priorities shall be established by the Partners and updated/modified as work is accomplished throughout the life of this agreement.

The U.S. Forest Service under the laws of the United States and the regulations of the Secretary of Agriculture is responsible for managing the natural resources on National Forest System lands, including wildlife and fish resources and providing recreational opportunities, in a manner that is sustainable and will not impair the productivity of the land. The U.S. Forest Service desires to partner with the Cooperators to design, plan, implement, and report out projects to improve and maintain recreational opportunities as well as restore ecosystems to their natural resiliency and functions through on-the-ground stewardship activities.

The U.S. Forest Service and the Cooperators share a mutual interest in operating and maintaining National Forest facilities located on the Inyo National Forest and Humboldt-Toiyabe National Forest and within the Town of Mammoth Lakes municipal boundary and Mono County, California. This mutual interest is driven by the fact that outdoor recreation activities are the largest driver of visitors to the region, and these activities contribute significantly to the economic vitality of local communities. Providing high quality facilities and programs is a critical service in managing visitation and sustaining National Forest resources, while ensuring that the region remain a desirable destination. This Agreement and Operating Plan are intended to maximize the Partners’ collective and collaborative efforts.

Initial focus areas used to develop priority work for the Partners to consider include, but are not limited to:

- Permitting facilitation and clean-up (i.e. use permits, film permits, other agreements);
- Maintenance and staffing of visitor centers;
- Existing “hard infrastructure” including bathrooms, pavement maintenance, water, sewer, other buildings;
- Existing “soft infrastructure” including trail maintenance, signage, campground service;
- New soft and hard infrastructure as described above;
- New trails and facility planning and construction;

- County/Town recreational infrastructure maintenance, rehabilitation and new projects identification and work program development; and
- Project planning including environmental review.

Specific projects on National Forest System Lands shall be incorporated to this agreement following modification procedures as identified in Section V. FF. of this agreement, or established through separate Operating Plans or instrument(s), where appropriate. Separate agreements, Operating Plans, or other instruments must be approved and signed by all Partners and cannot be included without the consent of all Partners.

II. RESPONSIBILITIES:

A. The Cooperators Shall:

1. Provide a Cooperator main point of contact to support the tasks outlined in this Operating Plan;
2. Within existing Cooperator budgets, and at the individual Cooperators' sole discretion, dedicate staff time and resources to complete the work outlined in this Operating Plan;
3. Identify Cooperator recreation-related priorities including how the programs or projects will meet the intent of the Partnership goals;
4. Work cooperatively with the U.S. Forest Service in establishing the priority programs and projects and participate in and share responsibilities with the Partners to schedule and facilitate regular meetings and communication to complete the work outlined in this Operating Plan;
5. Provide GIS support, maps, surveys, budget information, cost information, and other data to the Cooperator, as needed for development of priorities and to the extent this information is available; and
6. Regularly evaluate the progress of work outlined in this Operating Plan to ensure goals are being met.

B. The U.S. Forest Service Shall:

1. Provide a U.S. Forest Service main point of contact from each Forest to support the tasks outlined in this Operating Plan;
2. Within existing Forest Service budgets, and at the individual Forest's sole discretion, dedicate staff time and resources to complete the work outlined in this Operating Plan;
3. Identify U.S. Forest Service recreation-related priorities including how the programs or projects will meet the intent of the Partnership goals;
4. Work cooperatively with the Cooperators in establishing the priority programs and projects and participate in and share responsibilities with the Partners to schedule and facilitate regular meetings and communication to complete the work outlined in this Operating Plan;
5. Provide GIS support, maps, surveys, budget information, cost information, and other data to the Cooperator, as needed for development of priorities and to the extent that this information is available;
6. Provide staff support from public services, resource specialists, and technicians if needed to develop priorities; and

- 7. Regularly evaluate the progress of work outlined in this Operating Plan to ensure goals are being met.

III. TERM OF OPERATING PLAN: The project work will be completed during the period starting date of final signature this Agreement and ending **June 30, 2023**.

IV. FINANCIAL PLAN: Attached is the Financial Plan for this operating plan starts the date of final signature this Agreement and ending **June 30, 2023**.

V. ATTACHMENTS:

- 1. Exhibit B, FS-1500b, Financial Plan
- 2. Exhibit C, FS-1500-23, Optional Performance Reporting Template



 LESLIE CHAPMAN
 CAO
 Mono County

7/3/18

 Date



 DAN HOLLER
 Town Manager
 Town of Mammoth Lakes

7-2-18

 Date



 TAMERA K. RANDALL-PARKER
 Forest Supervisor
 Region 5, Inyo National Forest

7/19/18

 Date



 WILLIAM A. DUNKELBERGER
 Forest Supervisor
 Region 4, Humboldt-Toiyabe National Forest

7/5/18

 Date

March 19, 2019
Regular Meeting
Item # 12

Board Member
Reports

Supervisor Corless's Report:
RCRC Board Meeting Highlights
March 13, 2019



To: RCRC Board of Directors
From: Greg Norton
President and CEO
Date: March 18, 2019
Re: RCRC Board Meeting Highlights (March 13, 2019)

Administrative Matters

April/May 2019 Board of Directors Meeting Update

Supervisor Matt Kingsley (Inyo), RCRC Chair, and Justin Caporusso, RCRC Vice President of External Affairs, provided an update on the April/May 2019 Board of Directors Meeting. As is tradition, the RCRC Board of Directors holds one Board Meeting each year in the county of the RCRC Chair. This year's meeting will be held at The Oasis at Death Valley in Inyo County, with a morning tour of Death Valley National Park scheduled for Wednesday, May 1st, followed by an RCRC hosted dinner. The RCRC Board of Directors Meeting will be held on Thursday, May 2nd. The memo can be accessed [here](#). The registration form can be accessed [here](#). Completed registration forms can be sent to [Santinia Pasquini](#).

Guest Speaker

Ashlie Bryant, Co-Founder, 3Strands Global

Ms. Bryant provided an overview and update on the RCRC-funded [PROTECT](#) program. Ms. Bryant's presentation can be accessed [here](#). The county-specific status sheet can be accessed [here](#).

Governmental Affairs

RCRC Supporting Gubernatorial Appointments – ACTION

The RCRC Board of Directors voted to amend Section 6.8.2 (Powers and Limitations) of the RCRC Bylaws to have the Executive Committee “approve, upon presentation by the Chair and a two-thirds vote of the full membership, a “support” position for State Senate confirmation of a Gubernatorial appointee.” The memo can be accessed [here](#).

RCRC Participation in CPUC Wildfire Proceedings – ACTION

The California Public Utilities Commission (CPUC) has initiated two proceedings that will have significant impacts on how investor-owned utilities (IOUs) engage with the public on wildfire hazard mitigation and de-energization of power grids to prevent high severity wildfires. Staci Heaton, RCRC Regulatory Affairs Advocate, and Leigh Kammerich, RCRC Regulatory Affairs Specialist, provided a summary of the CPUC proceedings, and the RCRC Board of Directors voted to file for party status on both the

Utility Wildfire Mitigation Plans proceeding and the De-Energization Rulemaking in order for RCRC to fully participate in the public process. The memo can be accessed [here](#). Details on the CPUC's actions on Senate Bill 901 (Dodd) and Wildfires can be accessed [here](#).

Forest Management and Wildfire Update

Ms. Heaton and Mr. Caporusso provided an update on several efforts currently underway in the Legislature and various state and federal agencies that seek to address California's persistent catastrophic wildfire events, including the recently released CAL FIRE Community Wildfire Prevention & Mitigation Report, an update on the Forest Management Task Force, and the introduction of a Forest Health Education and Outreach Campaign. The memo can be accessed [here](#). The CAL FIRE Community Wildfire Prevention & Mitigation Report can be accessed [here](#).

California Forest Watershed Alliance (CAFWA) Update

Mr. Caporusso and Ms. Heaton provided a reintroduction of the California Forest Watershed Alliance ([CAFWA](#)), of which RCRC is a Charter Member. CAFWA is a nonpartisan, urban-rural coalition representing water interests, local governments, the conservation community, agriculture, and the forestry sector, created to promote the restoration and improvement of California's forested watersheds. CAFWA has recently developed state-level policy recommendations, and is working to schedule introductory meetings with various members of Governor Gavin Newsom's Administration. The memo can be accessed [here](#). CAFWA's state-level policy recommendations can be accessed [here](#).

NACo Legislative Conference and Federal Advocacy Update

Supervisor Kingsley, RCRC Chair, Supervisor Daron McDaniel (Merced), RCRC 1st Vice Chair, Supervisor Stacy Corless (Mono), RCRC 2nd Vice Chair, Supervisor Rex Bohn (Humboldt), RCRC Immediate Past Chair, and Supervisor Kevin Cann (Mariposa), National Association of Counties (NACo) Western Interstate Region (WIR) First Vice President, provided a brief summary of the RCRC Officers and Board Members' trip to Washington, D.C. in conjunction with the NACo Legislative Conference earlier this month. Advocacy items of discussion included the enactment of a Secure Rural Schools Endowment Fund, reforming the federal banking laws with respect to cannabis, and constructing an infrastructure package that addresses not only roads and bridges, but broadband deployment. The memo can be accessed [here](#). RCRC's federal advocacy materials can be accessed [here](#).

Legislative Committee

State Legislation

RCRC's Governmental Affairs team provided an overview of current and expected legislative proposals impacting California's rural counties.

Tracy Rhine, RCRC Legislative Advocate, discussed the Newsom Administration's housing proposal (including linking transportation monies to providing additional housing) and addressing long-term funding of the In-Home Supportive Services program.

Ms. Heaton discussed Assembly Bill 343 (Patterson) related to the transportation of fuels to biomass facilities; Senate Bill 190 (Dodd) dealing with defensible space; and Assembly Bill 19 (Waldron), RCRC-sponsored legislation creating a grant program for counties to purchase equipment to clear roads in order to prevent wildfire.

Mary-Ann Warmerdam, RCRC Senior Legislative Advocate, discussed efforts to address providing safe drinking water in contaminated rural areas; groundwater and groundwater recharge; and, Senate Bill 45 (Allen), the Wildfire, Drought, and Flood Protection Bond Act of 2020.

John Kennedy, RCRC Legislative Advocate, discussed Assembly Bill 1347 (Horvath), which seeks to place a green energy mandate upon state and local government buildings; Assembly Bill 417 (Arambula), the Agriculture and Rural Prosperity Act, which includes expanding economic development opportunities and broadband connectivity; Senate Bill 667 (Hueso) related to organic waste efforts; Assembly Bill 1583 (Eggman) related to recycling labeling; and Assembly Bill 161 (Ting) related to electronic receipts. Mr. Kennedy also addressed various proposals to reform the California Environmental Quality Act.

Regulatory Committee

Waters of the United States

Ms. Heaton provided an overview of two regulatory actions impacting Waters of the United States (WOTUS). The memo can be accessed [here](#).

Environmental Services Joint Powers Authority Update

Ms. Heaton provided a summary of the Rural Counties' Environmental Services Joint Powers Authority's (ESJPA) recent activities, including updates on various legislative and regulatory activities impacting RCRC member county solid waste departments. The memo can be accessed [here](#).

Water and Natural Resources Committee

Water Issues Update

Ms. Warmerdam provided an update on a number of issues involving California water policy at the state and federal levels, including:

- Bay-Delta Water Quality Plan
- Sustainable Groundwater Management Act
- Siskiyou County Groundwater Litigation
- California WaterFix

The memo can be accessed [here](#).

Please refer to the Board Packet and Supplemental Packet for further details related to the items above, as well as all items covered during the March 2019 RCRC Board of Directors meeting. The March 2019 Board Packet can be accessed [here](#).