



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

Regular Meeting May 12, 2015

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 the Clerk of the Board at (760) 932-5534. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517), and in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). 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 www.monocounty.ca.gov. If you would like to receive an automatic copy of this agenda by email, please send your request to Bob Musil, Clerk of the Board: bmusil@mono.ca.gov.

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 - NONE

3. RECOGNITIONS

A. Recognition of County Employees

Departments: County Administrator's Office

5 minutes

Present Certificates of Appreciation to Wendy Sugimura, Nick Criss, Courtney Weiche, Brent Calloway, and Greg Newbry, Gerry LeFrancois and Dr. James Paulus, recognizing their efforts on behalf of Mono County in regards to the Sage Grouse listing.

Recommended Action: Approve Certificates of Appreciation for Wendy Sugimura, Nick Criss, Courtney Weiche, Brent Calloway, Greg Newbry, Gerry LeFrancois and Dr. James Paulus.

Fiscal Impact: 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. AB 1826 Organic Waste - Request for Exemption

Departments: Solid Waste Division of Public Works

Proposed resolution exempting Mono County itself, and businesses operating within its jurisdiction, from the mandatory organic recycling requirements of AB 1826.

Recommended Action: Approve proposed resolution R-15___, "A Resolution of the Mono County Board of Supervisors, Exempting Itself and Businesses Operating Within its Jurisdiction From the Requirements of AB 1826." Provide any desired direction to staff.

Fiscal Impact: None.

B. Solid Waste Task Force Bylaws and Appointments

Departments: Solid Waste Division of Public Works

Consider amended bylaws of Solid Waste Task Force and appointments.

Recommended Action: Approve amended bylaws, and approve appointments to the Solid Waste Task Force. Provide any desired direction to staff.

Fiscal Impact: None.

C. FY14-15 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 Chairman's signature on the FY14-15 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 Division.

D. 2015 Controlled Substance Annual Operating and Financial Plan

Departments: Sheriff's Office

This annual agreement is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in said activities. This is an annual agreement between the Mono County Sheriff's Office and the USDA Forest Service, Inyo County. This agreement is for the 2015 period (October 1, 2014 through September 30, 2015).

Recommended Action: Approve and sign the cooperative law enforcement agreement between the Mono County Sheriff's Office and the USDA Forest Service, Inyo National Forest for the 2015 Controlled Substance Annual Operating and Financial Plan.

Fiscal Impact: This approval will assist with meeting the grant guidance for participation in the 2015 Controlled Substance Annual Operating and Financial Plan. The grant reimbursement amount will not exceed \$5,000.00.

E. LEA Grant Administration Authority for Environmental Health Director

Departments: Health

Proposed resolution to authorize Louis Molina, Environmental Health Director, to apply for and administer annual LEA Grants through fiscal year 2019/2020.

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

Fiscal Impact: Revenue to Health Department from LEA Grants in the approximate amount of \$16,750 annually through fiscal year 2019/20.

F. Help America Vote Act Polling Place Accessibility Training Program

Departments: Elections

The purpose of this agreement is to provide the County of Mono with federal reimbursement funds to assist in implementing HAVA Section 261 (Help America Vote Act). Funds will be used for required training (Polling Place Accessibility Surveyor Training), conducting accessibility surveys of polling places, purchasing mitigation supplies, and possible assistance with upgrades at polling places to meet ADA standards.

Recommended Action: Approve entry into an agreement (#14G26124) with the California Secretary of State for receipt of up to \$20,000 to be used for the HAVA Polling Place Accessibility Training Program, and authorize the Mono County Registrar of Voters in consultation with County Counsel to sign said agreement, including future amendments, if any.

Fiscal Impact: \$20,000 revenue.

G. Contract for Audit Services

Departments: Finance

Contract with Gallina, LLP for audit services.

Recommended Action: Approve three year contract with Gallina LLP, Certified Public Accountants for Audit Services and authorize the Board Chairperson to sign.

Fiscal Impact: \$77,000 per year for fiscal years 15/16, 16/17 and 17/18.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL) - NONE

All items listed are located in the Office of the Clerk of the Board, and are available for review.

9. REGULAR AGENDA - MORNING

A. Review of Local Emergencies

5 minutes

(Jim Leddy) - Review state of local emergencies, which were proclaimed by the Sheriff as Director Emergency Services on February 6, 2015, and ratified by the Board on February 10, 2015 and the second local emergency proclaimed by the Mono County Health Officer on February 11, 2015 and ratified by the Board on February 17, 2015.

Recommended Action: Continue or terminate the state of local emergencies.

Fiscal Impact: None.

B. Supplemental Funding for Ebola Preparedness and Response

Departments: Public Health

15 minutes (5 minute presentation; 10 minute discussion)

(Dr. Rick Johnson) - The Centers for Disease Control and Prevention (CDC) have released one-time funds to the states in the name of Ebola Viral Disease (EVD) preparedness and response. California has solicited applications from the local jurisdictions in order to build local public health capacity and capability for response to infectious diseases, with a focus on EVD, addressing the capabilities as stated in the PHEP Supplemental for Ebola Preparedness and Response Activities grant guidance. Priorities that we are addressing in our application include: Community Preparedness; Responder Safety and Health; Emergency Public Information and Warning/Information Sharing; and Medical Surge. These funds are one-time funds, for use during a period of 18 months beginning April 1, 2015. They are in addition to our other Emergency Preparedness grants (Public Health Emergency Preparedness – PHEP, Hospital Preparedness Program – HPP, and Pandemic Influenza – PF). All indications are that these other grants will continue to be sustained with level funding into the foreseeable future.

Recommended Action: The Board of Supervisors (1) Approve and authorize the Chair's signature on the NON-SUPPLANTATION CERTIFICATION FORM for the AGREEMENT outlined below, and (2) Authorize the Public Health Director to sign the AGREEMENT ALLOCATING FUNDS, NUMBER 15-10369, Supplemental Funding for Ebola Preparedness and Response, and any additional contract amendments, and (3) Authorize the Public Health Director to sign the CERTIFICATION REGARDING LOBBYING (Exhibit F, Attachment 1), and (4) Authorize the Public Health Director to sign the LETTER OF ACCEPTANCE.

Fiscal Impact: The allocation for Mono County is \$65,296. which will be included in the Fiscal Year 2015/2016 budget.

C. Fish & Wildlife Presentation on Bear Funding

Departments: Clerk of the Board of Supervisors

30 minutes (20 minute presentation; 10 minute discussion)

(Jonathon Fusaro) - Update on \$5,000 grant from the Board of Supervisors in 2010 for the Eastern Sierra Black Bear Project. Request for additional funding.

D. Workshop - Combined Use Highway Designation

Departments: Community Development; County Counsel

1 hour (10 minute presentation; 50 minute discussion)

(John-Carl Vallejo) - Presentation by John-Carl Vallejo & Scott Burns regarding the potential for designating county highways as combined use highways.

Recommended Action: Receive presentation. Provide any desired direction to staff.

Fiscal Impact: None at this time.

E. Quarterly Investment Report

Departments: Finance

10 minutes (5 minute presentation; 5 minute discussion)

(Joanne K. Werthwein) - Quarterly Investment Report for Quarter Ended: March 31, 2015 (Transaction Summary Reports for the months of February and March 2015 included)

Recommended Action: Review reports, provide feedback, and address questions

Fiscal Impact: None

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): Marshall Rudolph, John Vallejo, Leslie Chapman, and Jim Leddy. 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 - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrator.

C. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: HR Manager

D. Closed Session - Conference With Legal Counsel

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: two. Facts and circumstances: personnel complaint.

E. Closed Session - Conference with Legal Counsel

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.

F. Closed Session - Conference with Legal Counsel

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.

REGULAR AFTERNOON SESSION COMMENCES AT %' 0 P.M.

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. Mono County Emergency Action Plan

Departments: Risk Management

30 minutes (10 minute presentation; 20 minute discussion)

(Sarah Messerlian) - Mono County Emergency Action Plan.

Recommended Action: Review and adopt Mono County Emergency Action Plan.

Fiscal Impact: None.

B. Board of Supervisors Ad Hoc Emergency Medical Services Committee

10 minutes (5 minute presentation; 5 minute discussion)

(Rob DeForrest, EMS Manager) - The Board of Supervisors will discuss and potentially take action with respect to the recommended committee member, Brent Peterson, and alternate member, Mike Geary, from the Paramedic Association.

Recommended Action: Approve the membership of the committee member and alternate to the Ad Hoc Emergency Medical Services Committee.

Fiscal Impact: None.

C. Conway Ranch Update and Emerging Opportunities

Departments: Public Works

20 minutes (5 minute presentation; 15 minute discussion)

(Tony Dublino) - Presentation by Tony Dublino, update and emerging information relating to aquaculture opportunities at Conway Ranch.

Recommended Action: Receive presentation. Provide any desired direction to staff.

Fiscal Impact: None.

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 12, 2015

Departments: County Administrator's Office

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Recognition of County Employees

AGENDA DESCRIPTION:

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

Present Certificates of Appreciation to Wendy Sugimura, Nick Criss, Courtney Weiche, Brent Calloway, and Greg Newbry, Gerry LeFrancois and Dr. James Paulus, recognizing their efforts on behalf of Mono County in regards to the Sage Grouse listing.

RECOMMENDED ACTION:

Approve Certificates of Appreciation for Wendy Sugimura, Nick Criss, Courtney Weiche, Brent Calloway, Greg Newbry, Gerry LeFrancois and Dr. James Paulus.

FISCAL IMPACT:

None

CONTACT NAME: Bob Musil

PHONE/EMAIL: 760-932-5538 / bmusil@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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-

History

Time	Who	Approval
5/5/2015 4:49 PM	County Administrative Office	Yes
5/6/2015 2:10 PM	County Counsel	Yes
5/6/2015 7:56 AM	Finance	Yes

Certificate of Appreciation



THIS CERTIFICATE IS HERBY AWARDED TO

WENDY SUGIMURA

YOUR EFFORTS ON BEHALF OF MONO COUNTY
IN REGARD TO THE SAGE GROUSE LISTING
ARE GREATLY APPRECIATED BY THE
MONO COUNTY BOARD OF SUPERVISORS

THE COUNTY OF MONO
GIVEN THIS 12TH DAY OF MAY, 2015



TIM FESKO, CHAIR

Certificate of Appreciation



THIS CERTIFICATE IS HERBY AWARDED TO

BRENT CALLOWAY

YOUR EFFORTS ON BEHALF OF MONO COUNTY
IN REGARD TO THE SAGE GROUSE LISTING
ARE GREATLY APPRECIATED BY THE
MONO COUNTY BOARD OF SUPERVISORS



THE COUNTY OF MONO
GIVEN THIS 12TH DAY OF MAY, 2015

TIM FESKO, CHAIR

Certificate of Appreciation



THIS CERTIFICATE IS HERBY AWARDED TO

NICK CRISS

YOUR EFFORTS ON BEHALF OF MONO COUNTY
IN REGARD TO THE SAGE GROUSE LISTING
ARE GREATLY APPRECIATED BY THE
MONO COUNTY BOARD OF SUPERVISORS



THE COUNTY OF MONO
GIVEN THIS 12TH DAY OF MAY, 2015

TIM FESKO, CHAIR

Certificate of Appreciation



THIS CERTIFICATE IS HERBY AWARDED TO

COURTNEY WEICHE

YOUR EFFORTS ON BEHALF OF MONO COUNTY
IN REGARD TO THE SAGE GROUSE LISTING
ARE GREATLY APPRECIATED BY THE
MONO COUNTY BOARD OF SUPERVISORS



THE COUNTY OF MONO
GIVEN THIS 12TH DAY OF MAY, 2015

TIM FESKO, CHAIR

Certificate of Appreciation



THIS CERTIFICATE IS HERBY AWARDED TO

GREG NEWBRY

YOUR EFFORTS ON BEHALF OF MONO COUNTY
IN REGARD TO THE SAGE GROUSE LISTING
ARE GREATLY APPRECIATED BY THE
MONO COUNTY BOARD OF SUPERVISORS



THE COUNTY OF MONO
GIVEN THIS 12TH DAY OF MAY, 2015

TIM FESKO, CHAIR

Certificate of Appreciation



THIS CERTIFICATE IS HERBY AWARDED TO

GERRY LE FRANCOIS

YOUR EFFORTS ON BEHALF OF MONO COUNTY
IN REGARD TO THE SAGE GROUSE LISTING
ARE GREATLY APPRECIATED BY THE
MONO COUNTY BOARD OF SUPERVISORS

THE COUNTY OF MONO
GIVEN THIS 12TH DAY OF MAY, 2015



TIM FESKO, CHAIR

Certificate of Appreciation



THIS CERTIFICATE IS HERBY AWARDED TO

JAMES PAULUS, PHD

YOUR EFFORTS ON BEHALF OF MONO COUNTY
IN REGARD TO THE SAGE GROUSE LISTING
ARE GREATLY APPRECIATED BY THE
MONO COUNTY BOARD OF SUPERVISORS

THE COUNTY OF MONO
GIVEN THIS 12TH DAY OF MAY, 2015



TIM FESKO, CHAIR



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 12, 2015

Departments: Solid Waste Division of Public Works

TIME REQUIRED

SUBJECT AB 1826 Organic Waste - Request for
Exemption

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution exempting Mono County itself, and businesses operating within its jurisdiction, from the mandatory organic recycling requirements of AB 1826.

RECOMMENDED ACTION:

Approve proposed resolution R-15___, "A Resolution of the Mono County Board of Supervisors, Exempting Itself and Businesses Operating Within its Jurisdiction From the Requirements of AB 1826." Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760 932 5453 / tdublino@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](#)
- [Resolution](#)
- [AB 1826 Chaptered](#)
- [Map of Rural Counties](#)

History

Time	Who	Approval
5/5/2015 3:57 PM	County Administrative Office	Yes
5/6/2015 11:59 AM	County Counsel	Yes
5/6/2015 10:08 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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: May 12, 2015
To: Honorable Chair and Members of the Board of Supervisors
From: Tony Dublino, Solid Waste Superintendent
Subject: Request for Local Exemption from Mandatory Organics AB 1826

Recommended Action:

Approve R15-___, a Resolution of the Mono County Board of Supervisors, exempting itself and businesses operating within its jurisdiction from the requirements of AB 1826. Provide any direction to staff.

Fiscal Impact:

None.

Discussion:

In Mono County, the recycling of organic material presents the next logical step toward zero waste. It will take time and resources to develop the infrastructure necessary to collect and process the material, and with the County's limited volume and remote location, it will require significant investments. The well-intentioned AB 1826 was not drafted for California's rural counties, and despite our interest in moving toward organics recycling in the future, the mandates and timeframes in AB 1826 are not feasible.

Recognizing the challenges of the rural counties, AB 1826 provides for a rural jurisdiction to exempt itself, and businesses operating within its jurisdiction, from the requirements. AB 1826 was discussed by the Mono County Solid Waste Task Force, and due to the overwhelming challenges associated with implementing such a program in Mono County, it was unanimously recommended to the Board that the County avail itself of the exemption. This will allow the County to continue pursuing appropriate organics recycling programs without facing infeasible regulatory mandates.

In order to take advantage of the exemption, the county Board of Supervisor must pass a resolution including findings as to the purpose and need for the exemption. This resolution must be presented to CalRecycle six months before the operative date of the exemption, which means it must be submitted by July 1, 2015. Attached is a resolution exempting Mono County from the mandatory commercial organics recycling.

There is a thorough background provided below, that explains the origins and potential impacts of AB 1826.

AB 1826 Background (prepared by ESJPA):

Over the last several years, the Legislature has grappled with the issue of mandating the recycling of organic materials. In addition, the California Air Resources Board (ARB) has indicated that it would consider adopting regulations – under their purview associated with the California Global Warming Solutions Act of 2006 (AB 32) - that would restrict or ban the disposal of organic material in landfills in order to reduce greenhouse gases. Specifically for the solid waste sector, the 2013 Scoping Plan Update identified six key recommended actions. The most significant as to the impacts to rural counties and the priority to ARB and the Department of Resources Recycling and Recovery (CalRecycle) is the first one:

ARB and CalRecycle will lead the development of program(s) to eliminate disposal of organic materials at landfills. Options to be evaluated will include: legislation, direct regulation, and inclusion of landfills in the Cap-and-Trade Program. If legislation requiring businesses that generate organic waste to arrange for recycling services is not enacted in 2014, then ARB, in concert with CalRecycle, will initiate regulatory action(s) to prohibit/phase out landfilling of organic materials with the goal of requiring initial compliance actions in 2016.

In other words, if legislation for organics diversion was not enacted in 2014, ARB was poised to develop regulations under its authority from AB 32. Concerned with statements made by the ARB, a number of solid waste industry stakeholders worked to construct a mandatory organics recycling measure that would have CalRecycle as the lead state entity rather than the ARB.

Following a number of bills that failed passage, in 2014, Assemblyman Wesley Chesbro (D-Humboldt) introduced Assembly Bill (AB) 1826 that requires commercial organic generators to begin diversion and recycling of organics. Local jurisdictions would be required to adopt a mandatory commercial organics recycling program and be responsible for public education and outreach, monitoring, and reporting to CalRecycle, much the same as with the current mandatory commercial recycling.

The Rural County Representatives of California (RCRC) and the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) staff worked closely with the public and private sector solid waste industry, CalRecycle, legislative staff, and Californians Against Waste (CAW) to address a number of concerns and craft a more reasonable and workable version of AB 1826. RCRC/ESJPA maintained a number of principles surrounding AB 1826, mainly, ensuring generators/local governments are not penalized or face costly burdens when an organics recycling infrastructure simply does not exist; and providing a temporary reprieve from the mandate for rural county/city solid waste managers in less populated counties where virtually no viable organics recycling can/will occur in the near future.

AB 1826 Recycling of Organic Waste was signed into law September 28, 2014 (attached). The statute requires businesses that generate a specified amount of organic waste per week to arrange for recycling services for that organic waste in a specified manner. It phases in businesses by the amount of organic waste generated as follows:

- *By April 1, 2016 for businesses that generate eight cubic yards or more of commercial organic waste per week*
- *By January 1, 2017 for businesses that generate four cubic yards or more of commercial organic waste per week*
- *By January 1, 2019 for business that generate four cubic years or more of commercial **solid** waste per week (the same businesses subject to the mandatory commercial recycling requirements)*

AB 1826 also requires that jurisdictions implement an organics recycling program for businesses by January 1, 2016, and implement education, outreach, and monitoring activities and report annually to CalRecycle, much the same as the mandatory commercial recycling program. However, with the mandatory commercial organic recycling program, there are some additional components for the jurisdiction to include in the program. The jurisdiction must identify:

- *Existing organic waste recycling facilities within a reasonable vicinity and the capacities available for materials to be accepted at each facility.*
- *Existing solid waste and organic waste recycling facilities within the jurisdiction that may be suitable for potential expansion or co-location of organic waste processing or recycling facilities.*
- *Efforts of which the jurisdiction is aware that are underway to develop new private or public regional organic waste recycling facilities that may serve some or all of the organic waste recycling needs of the commercial waste generators within the jurisdiction subject to this chapter, and the anticipated timeframe for completion of those facilities.*
- *Closed or abandoned sites that might be available for new organic waste recycling facilities.*
- *Other nondisposal opportunities and markets.*
- *Appropriate zoning and permit requirements for the location of new organic waste recycling facilities.*
- *Incentives available, if any, for developing new organic waste recycling facilities within the jurisdiction.*
- *Identify barriers to siting new or expanded compostable materials handling operations, as defined in paragraph (12) of subdivision (a) of Section 17852 of the Title 14 of the California Code of Regulations, and specify a plan to remedy those barriers that are within the control of the local jurisdiction.*

Issue

One of the primary concerns in the development of the legislation was a recognition and acceptance by CalRecycle that if there are no facilities to process organic waste available within a reasonable vicinity, and the local jurisdiction has done what it can to assist in the implementation of the organics recycling program under its control, that the local jurisdiction is not penalized. Language was included in the bill that requires CalRecycle during their jurisdictional reviews to consider the following:

- *The availability of markets for collected organic waste recyclables.*
- *Budgetary constraints.*

- *In the case of a rural jurisdiction, the effects of small geographic size, low population density, or distance to markets.*
- *The availability, or lack thereof, of sufficient organic waste processing infrastructure, organic waste recycling facilities, and other nondisposal opportunities and markets.*
- *The extent to which the jurisdiction has taken steps that are under its control to remove barriers to siting and expanding organic waste recycling facilities.*

During a jurisdiction's review CalRecycle will determine whether the jurisdiction has made a "good faith effort" to implement its selected organic waste recycling program and take into account the above criterion.

A provision was also included in the statute that provides a potential exemption from all requirements of AB 1826 for the smallest counties (counties with a population of less than 70,000) until January 1, 2020, at which time CalRecycle could chose to extend or terminate the exemption. A larger threshold was originally proposed, however the inclusion of the rural county exemption language created a backlash of controversy, primarily from the composting industry and some waste haulers. The two basic objections to the exemption are: (1) to create economic feasible projects, all amounts of organic waste and jurisdictions should be subject to the requirements, and (2) those areas that currently have a composting facility and program in an exempt county will elect to discontinue utilizing the services, thus jeopardizing the investment and viability of the project. Assemblyman Chesbro was pressured to delete the exemption entirely. However the result was the threshold was reduced to a population of 70,000. This includes 19 counties in the exemption provision, representing only 1.4% of the solid waste stream statewide (see attached map).

If you have any questions regarding this item, please contact me at 760.932.5453.

Respectfully submitted,



Tony Dublino
Solid Waste Superintendent



1
2 **A RESOLUTION OF THE MONO COUNTY**
3 **BOARD OF SUPERVISORS, EXEMPTING MONO COUNTY, AND BUSINESSES**
4 **OPERATING WITHIN THE COUNTY'S JURISDICTION,**
5 **FROM THE REQUIREMENTS OF AB 1826**

6 **WHEREAS**, Mono County is committed to meeting its solid waste diversion requirements through
7 program implementation of the Source Reduction and Recycling Element of its Integrated Waste
8 Management Plan; and

9 **WHEREAS**, Assembly Bill (AB) 1826 (Chesbro) was signed into law in 2014 and requires businesses
10 that generate a specified amount of organic waste per week to arrange for recycling services for that
11 organic waste in a specified manner beginning April 1, 2016; and,

12 **WHEREAS**, AB 1826 requires that jurisdictions implement an organics recycling program for
13 businesses by January 1, 2016, that includes education, outreach, and monitoring activities and
14 reporting annually to the Department of Resources Recycling and Recovery (CalRecycle); and

15 **WHEREAS**, AB 1826 defines a rural county as a county that has a total population of less than 70,000
16 persons and includes a provision that allows the board of supervisors of a rural county to adopt a
17 resolution exempting the county from the requirements of Section 1, Chapter 12.9 of the Public
18 Resources Code (commencing with Section 42649.8) "Recycling of Organic Waste," (hereinafter the
19 "Legislation") based upon findings as to the purpose and need for the exemption; and

20 **WHEREAS**, a business located in a rural jurisdiction that is exempted pursuant to paragraph (2) of
21 subdivision (a) of Section 42649.82 is not required to recycle organics; and

22 **WHEREAS**, there are 19 counties in California with populations of less than 70,000 persons, which
23 collectively represent 1.4% of the statewide waste stream; and

24 **WHEREAS**, Mono County has a population of less than 15,000 persons according to the Department
25 of Finance's most current population estimates; and

26 **WHEREAS**, Mono County does not have existing infrastructure, composting, or anaerobic facilities
27 with the capacity to economically handle the organic waste produced within the county; and

28 **WHEREAS**, given the de minimus amounts of organic waste generated in Mono County and the
distance to accessible processing facilities, it is not economically feasible for the County to require
organics diversion at this time; and

WHEREAS, it is also not currently economically feasible to build sustainable processing facilities
necessary to handle the organic waste produced within the county; and

WHEREAS, Mono County is committed to continue to pursue economically feasible alternatives for
organics management; and

1 **WHEREAS**, Mono County is committed to encouraging businesses to reduce and recycle organics
2 materials; and

3 **WHEREAS**, CalRecycle determines the state’s progress toward reducing the disposal of organic
4 waste; and

5 **WHEREAS**, if the statewide disposal of organic waste is not decreased to half of the level disposed in
6 2014, on or after January 1, 2020, this exemption shall become inoperative, unless the department
7 determines that ending rural exemptions will not result in a significant reduction of the disposal of
8 organic waste.

9 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO**
10 **RESOLVES AS FOLLOWS:**

11 **SECTION ONE:** That each of the above recitals is hereby adopted as a finding of the Board of
12 Supervisors.

13 **SECTION TWO:** The County itself, and all businesses operating within the County, is hereby exempt
14 from the requirements of SECTION 1, Chapter 12.9 of the Public Resources Code (commencing with
15 Section 42649.8) “Recycling of Organic Waste.”

16 **SECTION THREE:** The Board of Supervisors reserves the right to rescind this resolution at any time.

17 **PASSED, APPROVED** and **ADOPTED** this _____ day of _____, 2015, by the
18 following vote, to wit:

- 19 **AYES:**
- 20 **NOES:**
- 21 **ABSENT:**
- 22 **ABSTAIN:**

Timothy E. Fesko, Chair
Mono County Board of Supervisors

23 ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

Assembly Bill No. 1826

CHAPTER 727

An act to add Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to solid waste.

[Approved by Governor September 28, 2014. Filed with
Secretary of State September 28, 2014.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1826, Chesbro. Solid waste: organic waste.

(1) The California Integrated Waste Management Act of 1989, which is administered by the Department of Resources Recycling and Recovery, establishes an integrated waste management program that requires each county and city and county to prepare and submit to the department a countywide integrated waste management plan. The act requires a business, which is defined as a commercial or public entity, that generates more than 4 cubic yards of commercial solid waste per week or is a multifamily residential dwelling of 5 units or more, to arrange for recycling services. Existing law also requires jurisdictions to implement a commercial solid waste recycling program meeting specified elements.

This bill would, commencing April 1, 2016, require a business that generates a specified amount of organic waste per week to arrange for recycling services for that organic waste in a specified manner. The bill would decrease the amount of organic waste under which a business would be subject to those requirements from 8 cubic yards or more to 4 cubic yards or more on January 1, 2017. The bill would also require a business that generates 4 cubic yards or more of commercial solid waste per week, on and after January 1, 2019, to arrange for organic waste recycling services and, if the department makes a specified determination, would decrease that amount to 2 cubic yards, on or after January 1, 2020.

This bill would require the contract or work agreement between a business and a gardening or landscaping service to require the organic waste generated by those services to comply with the requirements of this act.

This bill would require each jurisdiction, on and after January 1, 2016, to implement an organic waste recycling program to divert organic waste from the businesses subject to this act, except as specified with regard to rural jurisdictions, thereby imposing a state-mandated local program by imposing new duties on local governmental agencies. The bill would require each jurisdiction to report to the department on its progress in implementing the organic waste recycling program, and the department would be required to review whether a jurisdiction is in compliance with this act.

This bill would authorize a local governmental agency to charge and collect a fee from an organic waste generator to recover the local governmental agency's costs incurred in complying with this act.

This bill would require the department to identify and recommend actions to address permitting and siting challenges and to encourage the continued viability of the state's organic waste processing and recycling infrastructure, in partnership with the California Environmental Protection Agency and other specified state and regional agencies. The bill also would require the department to cooperate with local jurisdictions and industry to provide assistance for increasing the feasibility of organic waste recycling and to identify certain state financing mechanisms and state funding incentives and post this information on its Internet Web site.

(2) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. Chapter 12.9 (commencing with Section 42649.8) is added to Part 3 of Division 30 of the Public Resources Code, to read:

CHAPTER 12.9. RECYCLING OF ORGANIC WASTE

42649.8. For purposes of this chapter, the following terms shall apply:

(a) "Business" means a commercial or public entity, including, but not limited to, a firm, partnership, proprietorship, joint stock company, corporation, or association that is organized as a for-profit or nonprofit entity, or a multifamily residential dwelling.

(b) "Commercial waste generator" means a business subject to subdivision (a) of Section 42649.2.

(c) "Organic waste" means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

(d) "Organic waste generator" means a business subject to subdivision (a) of Section 42649.81.

(e) "Rural jurisdiction" means a jurisdiction that is located entirely within one or more rural counties, or a regional agency comprised of jurisdictions that are located within one or more rural counties.

(f) "Rural county" means a county that has a total population of less than 70,000 persons.

(g) "Self-hauler" means a business that hauls its own waste rather than contracting for that service and "self-haul" means to act as a self-hauler.

42649.81. (a) (1) On and after April 1, 2016, a business that generates eight cubic yards or more of organic waste per week shall arrange for

recycling services specifically for organic waste in the manner specified in subdivision (b).

(2) On and after January 1, 2017, a business that generates four cubic yards or more of organic waste per week shall arrange for recycling services specifically for organic waste in the manner specified in subdivision (b).

(3) On and after January 1, 2019, a business that generates four cubic yards or more of commercial solid waste, as defined in Section 42649.1, per week, shall arrange for recycling services specifically for organic waste in the manner specified in subdivision (b).

(4) On or after January 1, 2020, if the department determines that statewide disposal of organic waste has not been reduced to 50 percent of the level of disposal during 2014, a business that generates two cubic yards or more per week of commercial solid waste shall arrange for the organic waste recycling services specified in paragraph (3), unless the department determines that this requirement will not result in significant additional reductions of organics disposal.

(5) A business located in a rural jurisdiction that is exempted pursuant to paragraph (2) of subdivision (a) of Section 42649.82 is not subject to this chapter.

(b) A business subject to subdivision (a) shall take at least one of the following actions:

(1) Source separate organic waste from other waste and subscribe to a basic level of organic waste recycling service that includes collection and recycling of organic waste.

(2) Recycle its organic waste onsite or self-haul its own organic waste for recycling.

(3) Subscribe to an organic waste recycling service that may include mixed waste processing that specifically recycles organic waste.

(4) Make other arrangements consistent with paragraph (3) of subdivision (b) of Section 42649.84.

(c) A business that is a property owner may require a lessee or tenant of that property to source separate their organic waste to aid in compliance with this section.

(d) A business generating organic waste shall arrange for the recycling services required by this section in a manner that is consistent with state and local laws and requirements, including a local ordinance or local jurisdiction's franchise agreement, applicable to the collection, handling, or recycling of solid and organic waste.

(e) When arranging for gardening or landscaping services, the contract or work agreement between a business subject to this section and a gardening or landscaping service shall require that the organic waste generated by those services be managed in compliance with this chapter.

(f) (1) A multifamily residential dwelling that consists of fewer than five units is not a business for purposes of this chapter.

(2) A business that is a multifamily dwelling is not required to arrange for the organic waste recycling services specified in subdivision (b) for food waste that is generated by the business.

(g) If separate organic waste collection and recycling services are not offered through a local ordinance or local jurisdiction's franchise agreement, a business generating organic waste may arrange for separate organic waste collection and recycling services, until the local ordinance or local jurisdiction's franchise agreement includes organic waste recycling services.

42649.82. (a) (1) In addition to the requirements of Section 42649.3, on and after January 1, 2016, each jurisdiction shall implement an organic waste recycling program that is appropriate for that jurisdiction and designed specifically to divert organic waste generated by businesses subject to Section 42649.81, whether or not the jurisdiction has met the requirements of Section 41780.

(2) (A) A county board of supervisors of a rural county may adopt a resolution, as prescribed in this paragraph, to make the rural county exempt from the requirements of this section. If a rural jurisdiction is a city, the city council may adopt a resolution, as prescribed in this paragraph, to make the rural jurisdiction exempt from this section. If a rural jurisdiction is a regional agency comprised of jurisdictions that are located entirely within one or more rural counties, the board of the regional agency may adopt a resolution, as prescribed in this paragraph, to make the rural jurisdiction is exempt from the requirements of this section.

(B) A resolution adopted pursuant to subparagraph (A) shall include findings as to the purpose of and need for the exemption.

(C) A resolution to exempt a rural jurisdiction pursuant to subparagraph (A) shall be submitted to the department at least six months before the operative date of the exemption.

(D) On or after January 1, 2020, if the department determines that statewide disposal of organic waste has not been reduced to 50 percent of the level of disposal during the 2014 calendar year, all exemptions authorized by this paragraph shall terminate unless the department determines that applying this chapter to rural jurisdictions will not result in significant additional reductions of disposal of organic waste.

(b) If a jurisdiction, as of January 1, 2016, has in place an organic waste recycling program that meets the requirements of this section, it is not required to implement a new or expanded organic waste recycling program.

(c) The organic waste recycling program required by this section shall be directed at organic waste generators and may include, but is not limited to, one or more of the following:

(1) Implementing a mandatory commercial organic waste recycling policy or ordinance that addresses organic waste recycling.

(2) Requiring a mandatory commercial organic waste recycling program through a franchise contract or agreement.

(3) Requiring organic waste to go through a source separated or mixed processing system that diverts material from disposal.

(d) (1) The organic waste recycling program shall do all of the following:

(A) Identify all of the following:

(i) Existing organic waste recycling facilities within a reasonable vicinity and the capacities available for materials to be accepted at each facility.

(ii) Existing solid waste and organic waste recycling facilities within the jurisdiction that may be suitable for potential expansion or colocation of organic waste processing or recycling facilities.

(iii) Efforts of which the jurisdiction is aware that are underway to develop new private or public regional organic waste recycling facilities that may serve some or all of the organic waste recycling needs of the commercial waste generators within the jurisdiction subject to this chapter, and the anticipated timeframe for completion of those facilities.

(iv) Closed or abandoned sites that might be available for new organic waste recycling facilities.

(v) Other nondisposal opportunities and markets.

(vi) Appropriate zoning and permit requirements for the location of new organic waste recycling facilities.

(vii) Incentives available, if any, for developing new organic waste recycling facilities within the jurisdiction.

(B) Identify barriers to siting new or expanded compostable materials handling operations, as defined in paragraph (12) of subdivision (a) of Section 17852 of the Title 14 of the California Code of Regulations, and specify a plan to remedy those barriers that are within the control of the local jurisdiction.

(C) Provide for the education of, outreach to, and monitoring of, businesses. The program shall require the jurisdiction to notify a business if the business is not in compliance with Section 42649.81.

(2) For purposes of subparagraph (A) of paragraph (1), an “organic waste recycling facility” shall include compostable materials handling operations, as defined in paragraph (12) of subdivision (a) of Section 17852 of Title 14 of the California Code of Regulations, and may include other facilities that recycle organic waste.

(e) The organic waste recycling program may include any one or more of the following:

(1) Enforcement provisions that are consistent with the jurisdiction’s authority, including a structure for fines and penalties.

(2) Certification requirements for self-haulers.

(3) Exemptions, on a case-by-case basis, from the requirements of Section 42649.81 that are deemed appropriate by the jurisdiction for any of the following reasons:

(A) Lack of sufficient space in multifamily complexes or businesses to provide additional organic material recycling bins.

(B) The current implementation by a business of actions that result in the recycling of a significant portion of its organic waste.

(C) The business or group of businesses does not generate at least one-half of a cubic yard of organic waste per week.

(D) Limited-term exemptions for extraordinary and unforeseen events.

(E) (i) The business or group of businesses does not generate at least one cubic yard of organic waste per week, if the local jurisdiction provides the department with information that explains the need for this higher exemption than that authorized by subparagraph (C).

(ii) The information described in clause (i) shall be provided to the department with the information provided pursuant to subdivision (f).

(iii) This subparagraph shall not be operative on or after January 1, 2020, if the department, pursuant to paragraph (4) of subdivision (a) of Section 42649.81, determines that statewide disposal of organic waste has not been reduced to 50 percent of the level of disposal during the 2014 calendar year.

(f) (1) Each jurisdiction shall provide the department with information on the number of regulated businesses that generate organic waste and, if available, the number that are recycling organic waste. The jurisdiction shall include this information as part of the annual report required pursuant to Section 41821.

(2) On and after August 1, 2017, in addition to the information required by paragraph (1), each jurisdiction shall report to the department on the progress achieved in implementing its organic waste recycling program, including education, outreach, identification, and monitoring, on its rationale for allowing exemptions, and, if applicable, on enforcement efforts. The jurisdiction shall include this information as part of the annual report required pursuant to Section 41821.

(g) (1) The department shall review a jurisdiction's compliance with this section as part of the department's review required by Section 41825.

(2) The department also may review whether a jurisdiction is in compliance with this section at any time that the department receives information that a jurisdiction has not implemented, or is not making a good faith effort to implement, an organic waste recycling program.

(h) During a review pursuant to subdivision (g), the department shall determine whether the jurisdiction has made a good faith effort to implement its selected organic waste recycling program. For purposes of this section, "good faith effort" means all reasonable and feasible efforts by a jurisdiction to implement its organic waste recycling program. During its review, the department may include, but is not limited to, consideration of the following factors in its evaluation of a jurisdiction's good faith effort:

(1) The extent to which businesses have complied with Section 42649.81, including information on the amount of disposal that is being diverted from the businesses, if available, and on the number of businesses that are complying with Section 42649.81.

(2) The recovery rate of the organic waste from the material recovery facilities that are utilized by the businesses, all information, methods, and calculations, and any additional performance data, as requested by the department from the material recovery facilities pursuant to Section 18809.4 of Title 14 of the California Code of Regulations.

(3) The extent to which the jurisdiction is conducting education and outreach to businesses.

(4) The extent to which the jurisdiction is monitoring businesses and notifying those businesses that are not in compliance.

(5) The appropriateness of exemptions allowed by the jurisdiction.

(6) The availability of markets for collected organic waste recyclables.

(7) Budgetary constraints.

(8) In the case of a rural jurisdiction, the effects of small geographic size, low population density, or distance to markets.

(9) The availability, or lack thereof, of sufficient organic waste processing infrastructure, organic waste recycling facilities, and other nondisposal opportunities and markets.

(10) The extent to which the jurisdiction has taken steps that are under its control to remove barriers to siting and expanding organic waste recycling facilities.

42649.83. (a) If a jurisdiction adds or expands an organic waste recycling program to meet the requirements of Section 42649.82, the jurisdiction shall not be required to revise its source reduction and recycling element or obtain the department's approval pursuant to Article 1 (commencing with Section 41800) of Chapter 7 of Part 2.

(b) If an addition or expansion of a jurisdiction's organic waste recycling program is necessary, the jurisdiction shall include this information in the annual report required pursuant to Section 41821.

42649.84. (a) This chapter does not limit the authority of a local governmental agency to adopt, implement, or enforce a local organic waste recycling requirement, or a condition imposed upon a self-hauler, that is more stringent or comprehensive than the requirements of this chapter.

(b) This chapter does not modify, limit, or abrogate in any manner any of the following:

(1) A franchise granted or extended by a city, county, city and county, or other local governmental agency.

(2) A contract, license, or permit to collect solid waste previously granted or extended by a city, county, city or county, or other local governmental agency.

(3) The existing right of a business to sell or donate its recyclable organic waste materials.

(c) Notwithstanding any other requirement of this chapter, nothing in this chapter modifies, limits, or abrogates the authority of a local jurisdiction with respect to land use, zoning, or facility siting decisions by or within that local jurisdiction.

42649.85. A local governmental agency may charge and collect a fee from an organic waste generator to recover the local governmental agency's costs incurred in complying with this chapter.

42649.86. (a) The department shall identify and recommend actions to address, with regard to both state agencies and the federal government, the permitting and siting challenges associated with composting and anaerobic digestion, and to encourage the continued viability of the state's organic waste processing and recycling infrastructure, in partnership with the California Environmental Protection Agency and other state and regional agencies. These other state and regional agencies shall include, but are not limited to, the State Air Resources Board, the State Energy Resources Conservation and Development Commission, the Public Utilities Commission, the Department of Food and Agriculture, the State Water

Resources Control Board, California regional water quality control boards, and air pollution control and air quality management districts.

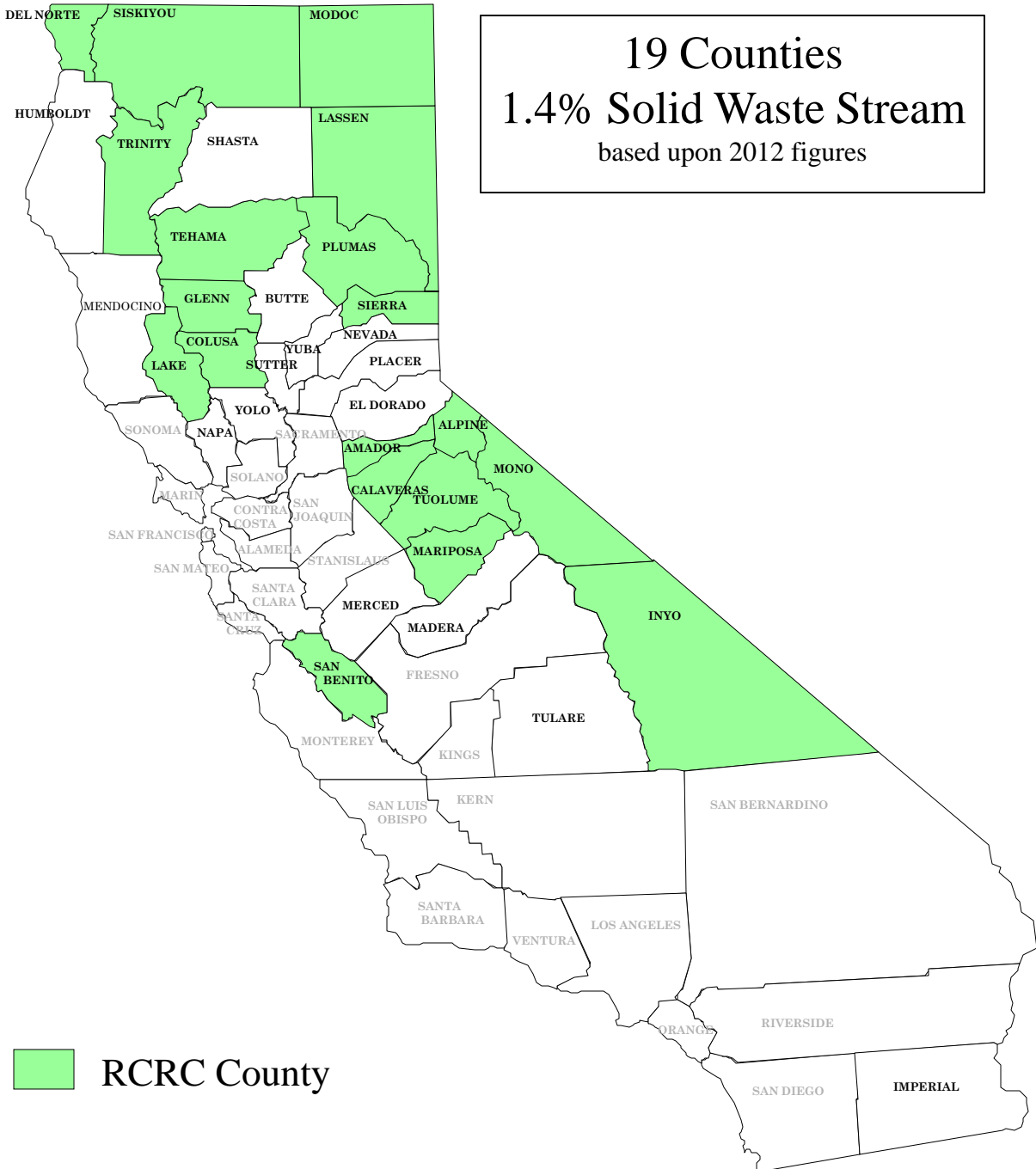
(b) The department shall cooperate with local governmental agencies and industry to provide assistance for increasing the feasibility of organic recycling by promoting processing opportunities and the development of new infrastructure of sufficient capacity to meet the needs of generators, and developing sufficient end-use markets throughout the state for the quantity of organic waste required to be diverted.

(c) The department shall identify and post on its Internet Web site state financing mechanisms and state funding incentives that are available for in-state development of organic waste infrastructure to help the state achieve its greenhouse gas reduction goals and waste reduction goals.

SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

Counties with less than 70,000 Population

based upon 2014 figures





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 12, 2015

Departments: Solid Waste Division of Public Works

TIME REQUIRED

SUBJECT Solid Waste Task Force Bylaws and
Appointments

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Consider amended bylaws of Solid Waste Task Force and appointments.

RECOMMENDED ACTION:

Approve amended bylaws, and approve appointments to the Solid Waste Task Force. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5453 / tdublino@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:

Click to download

- [Staff Report](#)
- [Recommended Bylaws CLEAN](#)
- [Recommended Bylaws REDLINE](#)
- [Proposed Appointees](#)

History

Time	Who	Approval
5/5/2015 4:04 PM	County Administrative Office	Yes
5/7/2015 8:49 AM	County Counsel	Yes
5/6/2015 10:45 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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: May 12, 2015
To: Honorable Chair and Members of the Board of Supervisors
From: Tony Dublino, Solid Waste Superintendent
Subject: Amended Bylaws and Appointments to Solid Waste Task Force (SWTF)

Recommended Action:

Approve amended bylaws of the Mono County SWTF and approve appointed members. Provide any direction to staff.

Fiscal Impact:

None. Positions are not compensated and activities are performed on a volunteer basis.

Background:

Section 40950 of the California Public Resources Code requires each county to establish a task force to assist in the development of certain solid waste planning documents and to assist in the formulation of countywide goals and policies for the solid waste program.

Pursuant to this requirement, the Mono County SWTF was established by Mono County in 1999 with subsequent ratification by the Town Council. The group has changed bylaws, members and organization several times since, with the Board approving the current makeup in September 2012.

Current Discussion:

Since 2012, the SWTF has been instrumental in drafting, discussing and reviewing a comprehensive update to 3 Elements of the Countywide Integrated Waste Management Plan (CIWMP): the Countywide Siting Element, the Non-Disposal Facility Element and the Household Hazardous Waste Element.

The effort culminated in March 2015 when the SWTF recommended adoption of the last of the three Elements by the Board of Supervisors. These documents will come forward for Board approval as part of the upcoming General Plan Update.

During the process, the group discussed changing its bylaws to facilitate efficiency. This led to recommended changes relating to quorum requirements and number of votes required to act. Additionally, having completed its primary goal of reviewing and updating the CIWMP, the group recognized that it no longer needs to meet as frequently and wishes to decrease the number of regular meetings from quarterly to bi-annually, with special meetings called as necessary. These changes are reflected in the proposed bylaws, which were unanimously recommended for adoption by the Board and the Town Council.

Some of the appointees have had their terms expire, so staff would also like the Board to consider the existing appointees and re-affirm those appointments. If the Board would like to make suggestions on potential additional members, that would be appreciated.

If you have any questions regarding this item, please contact me at 760.932.5453.

Respectfully submitted,



Tony Dublino
Solid Waste Superintendent

Mono County Solid Waste Task Force Bylaws

ARTICLE I

Legal Authority and History

The Mono County Solid Waste Task Force (SWTF) shall be the Local Task Force as required by California Public Resources Code Section 40950. A seven member solid waste task force was originally established by the Mono County Board of Supervisors in January, 1990 and confirmed by the Town of Mammoth Lakes in April, 1990. In November 1999, the Mono County Board of Supervisors established an eight member solid waste task force, with subsequent ratification by the Town Council. Membership has been modified several times since then to reflect emerging stakeholders and personnel changes.

ARTICLE II

Purpose

The purpose of the SWTF is to allow various government agencies, solid waste haulers, and other stakeholders to discuss issues and topics of mutual interest. To the extent that a consensus can be reached among the membership, the SWTF may offer suggestions to the Board and Council on matters relating to municipal solid waste and hazardous waste management, operation and maintenance of the landfills and transfer stations within the County and the Town, and other facilities related to the County and the Town's solid waste disposal system.

ARTICLE III

Duties

The SWTF shall meet at least on a quarterly basis to discuss and make recommendations to the Board and Council regarding management of the County and Town's solid waste disposal systems. These recommendations and other duties shall consist solely of and pertain solely to:

1. Advise jurisdictions responsible for the Source Reduction and Recycling Element, Household Hazardous Waste Element and Non-Disposal Facility Element preparation, and review goals, policies, and procedures for jurisdictions, which, upon implementation, will aid in meeting the solid waste management needs of the county, as well as the mandated source reduction and recycling requirements of [Public Resources Code section 41780](#).
2. Assist jurisdictions in the implementation of the SRRE, HHWE, and NDFE.

3. Provide technical guidance and information regarding source reduction, waste diversion, and recycling to local jurisdictions during preparation and revision of the SRRE, HHWE and NDFE. Such information may be presented to the general public at public hearings and upon request by members of local government and community organizations.
4. Identify solid waste management issues of countywide or regional concern.
5. Determine the need for solid waste collection and transfer systems, processing facilities, and marketing strategies that can serve more than one local jurisdiction within the region.
6. Facilitate the development of multijurisdictional arrangements for the marketing of recyclable materials.
7. To the extent possible, facilitate resolution of conflicts and inconsistencies between or among city and county source reduction and recycling elements.
8. The task force shall develop goals, policies, and procedures which are consistent with guidelines and regulations adopted by CalRecycle, to guide the development of the siting element of the countywide integrated waste management plan.

ARTICLE IV

Composition and Voting

Section I—Membership

The SWTF shall be composed of ten voting members and one non-voting member, according to the following affiliations:

Voting Members:

1. Solid Waste Superintendent for Mono County
2. Town Manager or Appointee from the Town of Mammoth Lakes
3. Representative from D&S Waste Removal, Inc.
4. Representative from Mammoth Disposal, Inc.
5. Representative from Sierra Conservation Project
6. Representative from Mammoth Mountain Ski Area
7. Representative from Mammoth Community Water District
8. Public-At-Large
9. Representative from the Construction Industry
10. Representative from the Lodging Industry
11. Public at Large

Non-Voting Member:

1. LEA Program Manager/Mono County Health Department

Section II—Terms of Office

Voting members 1-7 and Non-Voting Member 1 shall enjoy perpetual membership to the SWTF. The appointed representatives shall be controlled by the individual organizations they represent, and may change from time to time.

Voting members 8-11 have two-year terms, which can be renewed without limit. These members shall be recruited and recommended by the current SWTF, and shall be formally appointed by both the Board and the Council. Members 8-11 shall not be employed by, or be elected or appointed officials of the Town of Mammoth Lakes or the County of Mono. No appointment of any member in these categories shall be made without the consent and concurrence of both the Board and the Council.

Section III—Voting Privileges

Each voting member of the SWTF shall be entitled to one vote on all issues presented at regular and special meetings at which the member is present.

Section IV—Committees of the SWTF

The SWTF may establish such ad hoc, standing, or technical advisory committees as needed to carry out the purpose of the SWTF, and to provide input on solid waste management issues from various areas of expertise.

ARTICLE V

Meetings

Section I—Time of Meetings

The SWTF shall meet regularly, at least quarterly, at a time and place to be fixed by the SWTF, and shall hold special meetings which, from time to time, shall be called by the Chair. Meetings shall be open to the public. Meetings shall be held in accordance with the Ralph M. Brown Act, Government Code Section 54950 et seq. (Brown Act).

Section II—Conduct of Meetings

A. Five members constitute a quorum for the transaction of business at any meeting of the SWTF. If fewer than five members are present at a meeting, those members present may adjourn the meeting from time-to-time without further notice.

B. In the event that the SWTF convenes a meeting with at least five and no more than seven members, the act of four affirmative votes shall be the act of the SWTF. In the event the SWTF convenes a meeting with 8 or more members, the act of a majority of voting members present shall be the act of the SWTF

ARTICLE VI
Officers and Duties

Section I—Officers

The officers of the SWTF shall be the Chair, the Vice-Chair and the Clerk.

Section II—Appointment of Officers

The Chair shall be the Solid Waste Superintendent of Mono County. The Vice-Chair shall be the Representative from the Town of Mammoth Lakes. The Clerk shall be appointed by the Chair, accepted by the appointee, at the beginning of each meeting of the SWTF. The Chair or Vice-Chair may serve as the Clerk as necessary.

Section III—Duties

- A. The Chair shall preside at all meetings and is entitled to vote on all issues.
- B. The Vice-Chair shall preside in the absence of the Chair.
- C. In the event the Chair and Vice-Chair are both absent at a meeting for which a quorum is present; those members in attendance shall elect an ad hoc Chair for that meeting.
- D. The Chair calls regular meetings of the SWTF, prepares and distributes the agenda, and may call special meetings of the SWTF and may establish ad hoc committees as needed from time to time.
- E. The Clerk shall keep minutes of the SWTF meetings, which are provided to and distributed by the Chair.

ARTICLE VII
Removal and Addition of Members

All members shall serve at the pleasure of their appointing authorities and such authorities may remove or replace their appointee at any time. Any vacant position shall be filled in the same manner as the original appointment.

Any member who fails to attend three consecutive regular meetings of the SWTF without previous notice or excuse shall automatically vacate his or her position.

ARTICLE IX
Amendments to the Bylaws

These Bylaws may be added to, amended, or repealed. Adoption of new or amended Bylaws, or repeal of Bylaws, shall be recommended to the Board of Supervisors and Town Council by a majority vote of the members of the SWTF at any regular or special meeting called for that purpose, at which a quorum is present. All amendments to the Bylaws,

after approval by the SWTF, shall be effective only upon approval of the Board and Council.

Mono County Solid Waste Task Force Bylaws

ARTICLE I

Legal Authority and History

The Mono County Solid Waste Task Force (SWTF) shall be the Local Task Force as required by California Public Resources Code Section 40950. A seven member solid waste task force was originally established by the Mono County Board of Supervisors in January, 1990 and confirmed by the Town of Mammoth Lakes in April, 1990. In November 1999, the Mono County Board of Supervisors established an eight member solid waste task force, with subsequent ratification by the Town Council. Membership has been modified several times since then to reflect emerging stakeholders and personnel changes.

ARTICLE II

Purpose

The purpose of the SWTF is to allow various government agencies, solid waste haulers, and other stakeholders to discuss issues and topics of mutual interest. To the extent that a consensus can be reached among the membership, the SWTF may offer suggestions to the Board and Council on matters relating to municipal solid waste and hazardous waste management, operation and maintenance of the landfills and transfer stations within the County and the Town, and other facilities related to the County and the Town's solid waste disposal system.

ARTICLE III

Duties

The SWTF shall meet at least on a quarterly basis to discuss and make recommendations to the Board and Council regarding management of the County and Town's solid waste disposal systems. These recommendations and other duties shall consist solely of and pertain solely to:

1. Advise jurisdictions responsible for the Source Reduction and Recycling Element, Household Hazardous Waste Element and Non-Disposal Facility Element preparation, and review goals, policies, and procedures for jurisdictions, which, upon implementation, will aid in meeting the solid waste management needs of the county, as well as the mandated source reduction and recycling requirements of [Public Resources Code section 41780](#).
2. Assist jurisdictions in the implementation of the SRRE, HHWE, and NDFE.

3. Provide technical guidance and information regarding source reduction, waste diversion, and recycling to local jurisdictions during preparation and revision of the SRRE, HHWE and NDFE. Such information may be presented to the general public at public hearings and upon request by members of local government and community organizations.
4. Identify solid waste management issues of countywide or regional concern.
5. Determine the need for solid waste collection and transfer systems, processing facilities, and marketing strategies that can serve more than one local jurisdiction within the region.
6. Facilitate the development of multijurisdictional arrangements for the marketing of recyclable materials.
7. To the extent possible, facilitate resolution of conflicts and inconsistencies between or among city and county source reduction and recycling elements.
8. The task force shall develop goals, policies, and procedures which are consistent with guidelines and regulations adopted by CalRecycle, to guide the development of the siting element of the countywide integrated waste management plan.

ARTICLE IV
Composition and Voting

Section I—Membership

The SWTF shall be composed of ten voting members and one non-voting member, according to the following affiliations:

Voting Members:

1. Solid Waste Superintendent for Mono County
2. Public Works/Solid Waste Representative from the Town of Mammoth Lakes
3. Representative from D&S Waste Removal, Inc.
4. Representative from Mammoth Disposal, Inc.
5. Representative from Sierra Conservation Project
6. Representative from Mammoth Mountain Ski Area
7. ~~Representative from Mammoth Community Water District~~ ~~Public-At-Large-North County~~
8. Public-At-Large ~~South County~~
9. Representative from the Construction Industry
10. Representative from the Lodging Industry

Comment [A1]: Holler Comment: Town Manager or Appointee

11. Public at Large

Non-Voting Member:

1. LEA Program Manager/Mono County Health Department

Section II—Terms of Office

Voting members 1-~~6~~7 and Non-Voting Member 1 shall enjoy perpetual membership to the SWTF. The appointed representatives shall be controlled by the individual organizations they represent, and may change from time to time.

Voting members ~~7~~8-11 have two-year terms, which can be renewed without limit. These members shall be recruited and recommended by the current SWTF, and shall be formally appointed by both the Board and the Council. Members 7-11 shall not be employed by, or be elected or appointed officials of the Town of Mammoth Lakes or the County of Mono. No appointment of any member in these categories shall be made without the consent and concurrence of both the Board and the Council.

Section III—Voting Privileges

Each voting member of the SWTF shall be entitled to one vote on all issues presented at regular and special meetings at which the member is present.

Section IV—Committees of the SWTF

The SWTF may establish such ad hoc, standing, or technical advisory committees as needed to carry out the purpose of the SWTF, and to provide input on solid waste management issues from various areas of expertise.

ARTICLE V

Meetings

Section I—Time of Meetings

The SWTF shall meet regularly, at least quarterly, at a time and place to be fixed by the SWTF, and shall hold special meetings which, from time to time, shall be called by the Chair. Meetings shall be open to the public. Meetings shall be held in accordance with the Ralph M. Brown Act, Government Code Section 54950 et seq. (Brown Act).

Section II—Conduct of Meetings

A. ~~Seven~~Five members constitute a quorum for the transaction of business at any meeting of the SWTF. If fewer than ~~five~~seven members are present at a meeting, those members present may adjourn the meeting from time-to-time without further notice.

B. In the event that the SWTF convenes a meeting with at least ~~five~~seven and no more than ~~nine~~seven members, the act of ~~three~~five~~four~~ affirmative votes shall be the act of the SWTF. In the event the SWTF convenes a meeting with ~~10~~8 or more members, the act of a majority of voting members present shall be the act of the SWTF

~~C. All meetings shall be conducted in accordance with the Brown Act.~~

Comment [A2]: Holler comment: 4 minimum, or simple majority.

Comment [A3]: Stated above

ARTICLE VI Officers and Duties

Section I—Officers

The officers of the SWTF shall be the Chair, the Vice-Chair and the Clerk.

Section II—Appointment of Officers

The Chair shall be the Solid Waste Superintendent of Mono County. The Vice-Chair shall be the Representative from the Town of Mammoth Lakes. The Clerk shall be appointed by the Chair, accepted by the appointee, at the beginning of each meeting of the SWTF. The Chair or Vice-Chair may serve as the Clerk as necessary.

Section III—Duties

- A. The Chair shall preside at all meetings and is entitled to vote on all issues.
- B. The Vice-Chair shall preside in the absence of the Chair.
- C. In the event the Chair and Vice-Chair are both absent at a meeting for which a quorum is present; those members in attendance shall elect an ad hoc Chair for that meeting.
- D. The Chair calls regular meetings of the SWTF, prepares and distributes the agenda, and may call special meetings of the SWTF and may establish ad hoc committees as needed from time to time.
- E. The Clerk shall keep minutes of the SWTF meetings, which are provided to and distributed by the Chair.

ARTICLE VII Removal and Addition of Members

All members shall serve at the pleasure of their appointing authorities and such authorities may remove or replace their appointee at any time. Any vacant position shall be filled in the same manner as the original appointment.

Any member who fails to attend three consecutive regular meetings of the SWTF without previous notice or excuse shall automatically vacate his or her position.

ARTICLE IX
Amendments to the Bylaws

These Bylaws may be added to, amended, or repealed. Adoption of new or amended Bylaws, or repeal of Bylaws, shall be recommended to the Board of Supervisors and Town Council by a majority vote of the members of the SWTF at any regular or special meeting called for that purpose, at which a quorum is present. All amendments to the Bylaws, after approval by the SWTF, shall be effective only upon approval of the Board and Council.

Proposed SWTF Appointees, submitted for Board Approval

Solid Waste Representative from Mono County

Tony Dublino, Solid Waste Superintendent

Public Works/Solid Waste Representative from the Town of Mammoth Lakes

Grady Dutton, Public Works Director

Representative from D&S Waste Removal, Inc.

Kevin Brown

Representative from Mammoth Disposal, Inc.

Rick Vahl

Representative from Sierra Conservation Project

Brian Robinette

Representative from Mammoth Mountain Ski Area

Steve McCabe

Representative from Mammoth Community Water District

Karl Schnadt

Public-At-Large

Vacant

Representative from the Construction Industry

Dawn Vereuck

Representative from the Lodging Industry

Vacant

Public at Large

Vacant

LEA Program Manager/Mono County Health Department (non-voting member)

Jill Kearney



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 12, 2015

Departments: Public Works - Road

TIME REQUIRED

SUBJECT FY14-15 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 Chairman's signature on the FY14-15 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 Division.

CONTACT NAME: Jeff Walters

PHONE/EMAIL: 760 932 5459 / jwalters@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:

Click to download

- [FY14-15 RSTP Road Funding Agreement stff rpt 05.12.15](#)
- [Exhibit A - State Match Exchange Agrmnt](#)

History

Time	Who	Approval
5/5/2015 3:59 PM	County Administrative Office	Yes
5/6/2015 2:03 PM	County Counsel	Yes
5/6/2015 4:32 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: May 12, 2015
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Public Works Director / Director of Road Operations and Fleet Services
Subject: FY14-15 RSTP Road Funding Agreement

Recommended Action:

Approve and authorize Chair's signature on the FY14-15 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 Division.

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. X15-5947(052)

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



File : 09-MNO-0-CR
X15-5947(052)
2014/2015 Exchange and State
Match Program

April 21, 2015

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

Subject: Optional Regional Surface Transportation Program (RSTP) Federal Exchange and State Match Program for FY 2014/2015

Dear Mr. Walters:

This letter serves to notify you of the opportunity to participate in the Optional RSTP Federal Exchange and State Match Program for FY 2014/2015.

In an effort to streamline this program, we have enclosed the Federal Exchange and State Match Agreement required for participation. The agreement contains the estimated amount of federal funds you are eligible to exchange along with matching state funds. We have not yet received the final apportionment amounts for Federal Fiscal Year (FFY) 2015. The exchanged amount is based on your FFY 2014 apportionment including adjustments made to prior year RSTP balances. Necessary rescissions or additions will be reflected on next year's Agreement. In order to participate in this year's program and receive the funds, you must do the following:

*Concur with the amount shown on the agreement. If you do not agree with this amount, please contact La Sharon Allen of HQ Local Assistance at (916) 653-6750 no later than June 16, 2015.

*Sign both copies of this 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 will be returned to your agency.

*Once you receive the executed agreement, forward your invoice directly to the District Local Assistance Office.

By copy of this letter, your Regional Transportation Planning Agency (RTPA) is being informed of our intentions to directly exchange RSTP funds with the County. The RTPA should contact us only if they do not wish for the County to participate in the program. The County will be notified by my Office if the RTPA disagrees with the direct exchange.

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


ROBERT NGUYEN, Chief (Acting)
Office of Project Implementation - South
Division of Local Assistance

Enclosures

c: Regional Transportation Planning Agency
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. X15-5947(052)
AMS Advantage ID: 0915000049

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:

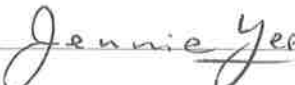
I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

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 2014/2015.

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 4/15/15	\$ 329,725.00

TO: STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	DATE PREPARED: 4/15/2015	PROJECT NUMBER: 0915000049
REQUISITION NUMBER / CONTRACT NUMBER: RQS 091500000110		

FROM:
 Department of Transportation

SUBJECT:
 Encumbrance Document

VENDOR / LOCAL AGENCY:
 MONO COUNTY

CONTRACT AMOUNT:
 \$ 329,725.00

PROCUREMENT TYPE:
 Local Assistance

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	COE/Category	AMOUNT
25	2014	2660-102-0042	2014/2015	2030010840	2240/0400	\$ 229,725.00
25	2014	2660-102-0042	2014/2015	2030010830	2170/0000	\$ 100,000.00
TOTAL					\$	329,725.00

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

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 2014/2015.

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 and 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, South
Division of Local Assistance

Chair, Board of Supervisors

Date: _____

Date: _____



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 12, 2015

Departments: Sheriff's Office

TIME REQUIRED

SUBJECT 2015 Controlled Substance Annual
Operating and Financial Plan

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

This annual agreement is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in said activities. This is an annual agreement between the Mono County Sheriff's Office and the USDA Forest Service, Inyo County. This agreement is for the 2015 period (October 1, 2014 through September 30, 2015).

RECOMMENDED ACTION:

Approve and sign the cooperative law enforcement agreement between the Mono County Sheriff's Office and the USDA Forest Service, Inyo National Forest for the 2015 Controlled Substance Annual Operating and Financial Plan.

FISCAL IMPACT:

This approval will assist with meeting the grant guidance for participation in the 2015 Controlled Substance Annual Operating and Financial Plan. The grant reimbursement amount will not exceed \$5,000.00.

CONTACT NAME: Jennifer Hansen

PHONE/EMAIL: 760-932-5279 / jhansen@monosheriff.org

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:

Click to download

[Controlled Substance Agreement Staff Report](#)

[Controlled Substance Annual Operating and Financial Plan](#)

History

Time	Who	Approval
5/5/2015 3:57 PM	County Administrative Office	Yes
5/1/2015 1:04 PM	County Counsel	Yes
5/6/2015 4:52 PM	Finance	Yes



P.O. BOX 616 • 49 BRYANT STREET • BRIDGEPORT, CA 93517 • (760) 932-7549 • FAX (760) 932-7435

DATE: May 12, 2015
TO: The Honorable Board of Supervisors
FROM: Ingrid Braun, Sheriff-Coroner
SUBJECT: 2015 Controlled Substance Annual Operating and Financial Plan with the USDA Forest Service, Inyo National Forest

RECOMMENDATION:

Approve and sign the cooperative law enforcement agreement between the Mono County Sheriff's Office and the USDA Forest Service, Inyo National Forest for the 2015 Controlled Substance Annual Operating and Financial Plan.

DISCUSSION:

This annual agreement is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in said activities. This is an annual agreement between the Mono County Sheriff's Office and the USDA Forest Service, Inyo County. This agreement is for the 2015 period (October 1, 2014 through September 30, 2015).

This agreement allows for the Mono County Sheriff's Office to be reimbursed (of up to \$5,000) for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances; for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or trafficking of controlled substances on or affecting the administration of National Forest system lands; for expenses resulting from the removal of cannabis plants from National Forest system lands; and for costs of purchasing supplies and equipment used exclusively for activities on National Forest system lands.

FINANCIAL IMPACT:

This approval will assist with meeting the grant guidance for participation in the 2015 Controlled Substance Annual Operating and Financial Plan. The grant reimbursement amount will not exceed \$5,000.00 and has no impacts to the Mono County General Fund.

Respectfully submitted,

Ingrid Braun
Sheriff-Coroner



FS Agreement No.	15-LE-11051360-028
4Cooperator Agreement No.	
Modification No.	002

EXHIBIT B

COOPERATIVE LAW ENFORCEMENT ANNUAL DRUG OPERATIONS PLAN & FINANCIAL PLAN

**Between The
MONO COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
INYO NATIONAL FOREST**

2015 CONTROLLED SUBSTANCE ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Mono County Sheriff's Department, hereinafter referred to as "MCSD," and the USDA, Forest Service, Inyo National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #15-LE-11051360-028 executed on . This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2014 and ending September 30, 2015.

Previous Year Unexpended Funds: \$0.00
 Current FY-15 Year Obligation: \$5,000
FY-2015 Total Annual Operating Plan: \$5,000

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Ingrid Braun, Sheriff Coroner Mono County Sheriff's Office P.O. Box 616, 49 Bryant Street Bridgeport, CA 93517 Telephone: 760-932-7549 FAX: 760-932-7435 Email: ibraun@monosheriff.org	Michael Moriarty, Chief Deputy. Mono County Sheriff's Office P.O. Box 616, 49 Bryant Street Bridgeport, CA 93517 Telephone: 760-932-7549 FAX: 760-932-7435 Email: mmoriarty@monosheriff.org



Cooperator Alternate Contact
Watch Commander Mono County Sheriff's Office 49 Bryant Street Bridgeport, CA 92517 Telephone: 760-932-7549

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact #1	U.S. Forest Service Administrative Contact
Jonathan(Scott) Glenn, Special Agent Stanislaus National Forest 19777 Greenley Rd. Sonora, CA 95370-5909 Telephone:209-532-3671 Ext. 228 FAX: 209-536-9829 Email: jglenn@fs.fed.us	Debby Gabriel, Program Budget Analyst Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 Office: 707-562-8645 FAX: 707-562-9031 E-mail: dgabriel@fs.fed.us
U.S. Forest Service Program Coordinator Contact	
Kent Delbon, Assistant Special Agent in Charge Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 Office: 707-562-8649 FAX: 707-562-9031 E-mail: kdelbon@fs.fed.us	

II. CONTROLLED SUBSTANCE OPERATIONS

Pursuant to IV- I of Agreement No. 15-LE-11051360-028, the following is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in these activities:



A. The *U.S. Forest Service* agrees:

1. To reimburse **MCS D** for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances, including:
 - a. Ground reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
 - b. Aerial reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
2. To reimburse **MCS D** for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or trafficking of controlled substances on or affecting the administration of National Forest system lands, including:
 - a. Surveillance operations to identify persons illegally producing or trafficking controlled substances.
 - b. Apprehension of persons suspected of producing or trafficking controlled substances.
 - c. Collection of evidence to support prosecution of persons suspected of illegally producing or trafficking controlled substances.
 - d. Prosecution of persons suspected of producing or trafficking controlled substances.
3. To reimburse **MCS D** for expenses resulting from the removal of cannabis plants from National Forest System lands. When circumstances indicate that removal of the cannabis plants is required before an investigation to determine the person(s) responsible can be completed, eradication operations must be approved by the U.S. Forest Service prior to taking place.

Note: **MCS D** retains the authority to eradicate cannabis plants from National Forest System lands without reimbursement from the U.S. Forest Service at its discretion.

4. To reimburse **MCS D** for the costs of purchasing supplies and equipment used exclusively for activities described in items A.1, A.2 and A.3 of this Plan. Purchases must be agreed to and approved by the U.S. Forest Service.



Purchases may **not exceed 10% of the total allocation** without prior approval by the U.S. Forest Service Designated Representative.

B. **MCS D** agrees:

1. Within its capability, to perform the following activities on National Forest System lands:
 - a. Detect and inventory locations associated with illegal production or trafficking of controlled substances, and notify the U.S. Forest Service of such locations as soon as possible.
 - b. Investigations to determine the person(s) responsible for manufacturing or trafficking controlled substances.
 - c. Upon request and prior approval of the U.S. Forest Service, remove cannabis plants from National Forest System lands.
2. To furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in **Section II, A** of this Operating and Financial Plan to the affected Forests for review and forwarding to the Regional Office for processing.

C. The *U.S. Forest Service* and **MCS D** mutually agree to the following:

1. The following rate schedule will apply to all expenditures that may be reimbursed to **MCS D** under this agreement;

Salary(base)	\$31.60 per hour
Salary(Overtime)	\$ base + ½ per hour
Per diem costs	\$35.00/ME&I + lodging (unlimited)
Travel(Milage and fares)	\$0.575 per mile
Helicopter flight time	Actual documented costs
Supplies or equipment	Actual documented costs
(copies of purchase must be provided for reimbursement)	
2. The total expenditures of **MCS D** that may be reimbursed may not exceed... **\$5,000**.
The total expenditures for item **A.4** may not exceed..... **10%** of the total allocation.
3. **Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service.**

**III. BILLING FREQUENCY:**

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

MCS D will furnish *monthly itemized statements* of expenses to the U.S. Forest Service for expenditures that may be reimbursed as identified in items II A.1, A.2, A.3, and A.4 of this Plan. Attachment A, Law Enforcement Billing Summary, Drug Enforcement, must be completed and submitted to the contacts in (a) below for each billing statement.

- a. Mail copies of itemized billing statements (Attachment A) to:

Debby Gabriel, BA
Pacific Southwest Regional Office - LEI
1323 Club Drive
Vallejo, CA 94592

Send photo copy to:
Jonathan(Scott) Glenn, Special Agent
Stanislaus National Forest
19777 Greenley Rd.
Sonora, CA 95370-5909

- b. **Send hard copy invoices to:**

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101 B Sun Ave NE
Albuquerque, NM 87109

Or fax to: (877) 687-4894

Or e-mail scanned invoice to: ASC_GA@fs.fed.us

- c. Final billings for reimbursement on this Annual Operating Plan (AOP) must be received by the U.S. Forest Service before October 31, 2015 in order to receive payment.
- d. **Annually update the registration of the County Sheriff's DUNS# on the System for Award Management (SAM) website at www.sam.gov for the verification of the EFT (Electronic Funds Transfer) banking information.**

Job Code: NFLE0515 1360 \$5,000



In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

County Grants and Agreements Specialist

Date

INGRID BRAUN, Sheriff
MONO County

Date

TIM FESKO, Chairperson
MONO County Board of Supervisors

Date

DON HOANG, Acting Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

Date

The authority and format of this agreement has been reviewed and approved for signature



13 March 2015

CONSTANCE ZIPPERER
U.S. Forest Service, Pacific Southwest Region
Grant 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.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 12, 2015

Departments: Health

TIME REQUIRED

SUBJECT LEA Grant Administration Authority
for Environmental Health Director

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution to authorize Louis Molina, Environmental Health Director, to apply for and administer annual LEA Grants through fiscal year 2019/2020.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

Revenue to Health Department from LEA Grants in the approximate amount of \$16,750 annually through fiscal year 2019/20.

CONTACT NAME: Louis Molina

PHONE/EMAIL: 760-924-1845 / lmolina@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:

Click to download

- [Staff Report - LEA Grants](#)
- [LEA Grants Resolution](#)

History

Time	Who	Approval
5/5/2015 4:00 PM	County Administrative Office	Yes
5/1/2015 1:51 PM	County Counsel	Yes
5/6/2015 4:47 PM	Finance	Yes



MONO COUNTY HEALTH DEPARTMENT
Environmental Health

P.O. Box 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284
P.O. Box 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

April 27, 2015

To: Honorable Board of Supervisors
From: Louis Molina, Environmental Health Director
Subject: Resolution Authorizing Submittal and Signature Authority to Execute Local Enforcement Agency (LEA) Grant Program Application for EA 26 Cycle and Subsequent Four EA Grant Cycles.

Recommended Action: Approve resolution authorizing Louis Molina, LEA Program Manager, to submit the LEA Grant Application (EA 26 (FY 2015/2016)) and to execute application, agreements, amendments, requests for payment and all grant documents necessary to secure grant funds and implement the approved Grant Project (Signature Authority) and to retain Signature Authority for a period of 5 years.

Discussion: The Department of Resources Recycling and Recovery (CalRecycle) is providing a grant of approximately \$16,749 for the purpose supplementing the LEA's existing budget for personnel costs, equipment, supplies, training, technical support and other expenses incurred by Mono County in the implementation of the Solid Waste Program. It is anticipated that this grant will be spent in its entirety to offset LEA salary. The "Grant Performance Period" for this grant cycle shall be for eligible expenses incurred during the period beginning July 1, 2015 and ending June 30, 2016. The resolution shall authorize application for and implementation of the grant for this grant cycle and the subsequent four grant cycles with this authority ending on June 30, 2020.

Fiscal Impact/Budget Projections: The upcoming EA 26 Grant will provide the Health Department with a projected \$16,749 to be spent during the period of July 1, 2015 through June 30, 2016. This grant will be spent in its entirety to offset LEA salary and will be included in the 2015/16 budget. It is unknown at this time the dollar amounts of the next four EA Grants, but it is anticipated that a similar dollar amount will be awarded for each of the following four fiscal year cycles.

For questions regarding this item, please call Louis Molina at 924-1845.

Submitted by: _____
Louis Molina, Environmental Health Director Date

Reviewed by: _____
Lynda Salcido, Public Health Director Date



RESOLUTION NO. 15- ____

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING LOUIS MOLINA, ENVIRONMENTAL HEALTH DIRECTOR AND
LEA PROGRAM MANAGER, TO SUBMIT THE
LEA GRANT APPLICATION (EA 26 (FY 2015/16), AND SUBSEQUENT EA GRANT
APPLICATIONS THROUGH FY 2020/21, AND TO EXECUTE SAID APPLICATIONS,
AGREEMENTS, AMENDMENTS, REQUESTS FOR PAYMENT AND ALL GRANT
DOCUMENTS NECESSARY TO SECURE GRANT FUNDS AND IMPLEMENT THE
APPROVED LEA GRANT PROJECT**

WHEREAS, Public Resources Code sections 40000 et. seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various Grant Programs in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding and management of grants; and

WHEREAS, Grant Application procedures require an Applicant's governing body to authorize by resolution its approval of submittal of the Grant Application(s) identified below, and the designation by job title of the individual authorized to execute all Grant documents on behalf of the County of Mono; and

WHEREAS, if awarded, the County of Mono will enter into a Grant Agreement with CalRecycle for implementation of said Grant(s).

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF SUPERVISORS OF MONO COUNTY authorizes the submittal of applications(s) to CalRecycle for all grants for which the County of Mono is eligible.

BE IT FURTHER RESOLVED that this authorization is effective for the time period of July 1, 2015 through June 30, 2020; time period not to exceed five (5) years from date of adoption;

BE IT FURTHER RESOLVED that Louis Molina, Environmental Health Director, or current LEA Program Manager or Public Health Director, are hereby authorized and empowered to execute in the name of the County of Mono all grant documents, including but not limited to,

1 applications, agreements, amendments and requests for payment, necessary to secure grant funds
2 and implement the approved grant project.

3 **APPROVED AND ADOPTED** _____, by the following vote:

4 AYES :
5 NOES :
6 ABSTAIN :
7 ABSENT :

7

8

Timothy E. Fesko, Chair
Board of Supervisors

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11 ATTEST:

APPROVED AS TO FORM:

12 ROBERT MUSIL
13 CLERK OF THE BOARD

MARSHALL RUDOLPH
COUNTY COUNSEL

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 12, 2015

Departments: Elections

TIME REQUIRED

SUBJECT Help America Vote Act Polling Place
Accessibility Training Program

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The purpose of this agreement is to provide the County of Mono with federal reimbursement funds to assist in implementing HAVA Section 261 (Help America Vote Act). Funds will be used for required training (Polling Place Accessibility Surveyor Training), conducting accessibility surveys of polling places, purchasing mitigation supplies, and possible assistance with upgrades at polling places to meet ADA standards.

RECOMMENDED ACTION:

Approve entry into an agreement (#14G26124) with the California Secretary of State for receipt of up to \$20,000 to be used for the HAVA Polling Place Accessibility Training Program, and authorize the Mono County Registrar of Voters in consultation with County Counsel to sign said agreement, including future amendments, if any.

FISCAL IMPACT:

\$20,000 revenue.

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@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:

Click to download

[Staff Report](#)

[Contract](#)

History

Time	Who	Approval
5/5/2015 4:49 PM	County Administrative Office	Yes
5/6/2015 2:06 PM	County Counsel	Yes
5/6/2015 8:14 AM	Finance	Yes



Larry Johnston □ District One Fred Stump □ District Two Tim Alpers □ District Three
Tim Fesko □ 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

Bob Musil, Clerk of the Board

To: Honorable Board of Supervisors

From: Shannon Kendall, Assistant Registrar of Voters

Date: May 12, 2015

Subject

HAVA Polling Place Accessibility Training Program Grant

Recommendation

Approve entry into an agreement (#14G26124) with the California Secretary of State for receipt of up to \$20,000 to be used for the HAVA Polling Place Accessibility Training Program, and authorize the Mono County Registrar of Voters in consultation with County Counsel to sign said agreement, including future amendments, if any.

Discussion

The purpose of this agreement is to provide the County of Mono with federal reimbursement funds to assist in implementing HAVA Section 261 (Help America Vote Act).

Funds will be used for required training (Polling Place Accessibility Surveyor Training), conducting accessibility surveys of polling places, purchasing mitigation supplies, and possible assistance with upgrades at polling places to meet ADA standards.

This will include the possible setting up of a new precinct in Chalfant and making sure that is it ADA compliant, including surveys, surveyor training, additional supplies and any feasible upgrades that might be necessary.

Fiscal Impact

\$20,000 revenue.

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 14G26124
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
Secretary of State
 CONTRACTOR'S NAME
Mono County
- The term of this Agreement is: April 15, 2015 or upon approval by Dept. of General Services, if required, whichever is later **through** June 30, 2016
- The maximum amount of this Agreement is: \$20,000.00
 Twenty thousand dollars and zero cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	4 pages
Exhibit A-1 – Polling Place Accessibility Surveyor and Website Accessibility Training Schedules	1 page
Exhibit B – Budget Detail and Payment Provisions	4 pages
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	3 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	2 pages
Exhibit F – County Resolution	Page(s)
Exhibit G – Contractor HAVA Activity Report	1 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation.) Mono County		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS PO Box 237 Bridgeport, CA 93517		
STATE OF CALIFORNIA		
AGENCY NAME Secretary of State		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Hanneman, Chief, Management Services		
ADDRESS 1500 11 th Street, Sacramento, CA 95814		
		<input checked="" type="checkbox"/> Exempt per: GC 14616

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

A. NAME OF PROGRAM

This program shall be known as "HAVA Polling Place Accessibility Training Program."

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of Mono ("County") with federal reimbursement funds ("HAVA funds"), CFDA Number 93.617, administered by the U. S. Department of Health and Human Services (DHHS), to assist in implementing HAVA Section 261, subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. The provisions of this Agreement are to be interpreted to further this purpose.

1. The program representatives during the term of Agreement will be:

For County: Bob Musil (760) 932-5538

For State: Todd Wallace (916) 657-2376

C. USES OF FUNDS

1. General Uses

Provided that the County has notified the Secretary of State by March 27, 2015 of its intention to execute this contract, and further that at least one County employee or agent attends one of the regional training sessions sponsored by the Secretary of State as noted in Exhibit A-1, any funds received pursuant to this program shall be used by County only for one or more of the following purposes, except as otherwise provided below:

- 1) Reimbursement for travel expenses incurred after April 15, 2015, for staff to attend one of the Secretary of State training.
- 2) Reimbursement for staff salaries and benefits incurred after April 15, 2015, for accessibility surveys of polling places or for training staff to survey polling places.
- 3) Reimbursement for other expenses as provided below incurred after April 15, 2015, to make polling places, including the path of travel, entrances, exits, and voting areas of each polling facility, accessible to individuals with the full range of disabilities that enhance access and participation of individuals with the full range of disabilities in elections for Federal and State office, and to provide the same opportunity for access and participation (including privacy and independence) to individuals with the full range of disabilities as for other voters. For these purposes, items included on the following lists are presumed to be reimbursable, provided that their intended use is consistent with the General Uses set forth above. The county may perform activities identified as approved for reimbursement, or may contract for the performance of the activities. The Secretary of State shall be the sole determiner of whether an expenditure is consistent with the General Uses as set forth above. The Secretary of State will reimburse for the following items or activities, including taxes on purchased goods:
- 4) Reimbursement for funds expended after April 15, 2015, assessment supplies or equipment and supplies as needed, including any of the items listed below:

**EXHIBIT A
(Standard Agreement)**

a. Assessing Accessibility

- 1) Tools to measure slope;
- 2) Tools to measure width, turning area, etc;
- 3) Calculators;
- 4) Survey kits;
- 5) Clipboards;
- 6) Tape measures;
- 7) Polling Place Inspectors/Surveyors;
- 8) Cameras;
- 9) Door pressure gauges;
- 10) Tablets used for conducting surveys⁴⁷.

b. Equipment and Activities to Improve Physical Accessibility

- 1) New accessible voting booths;
- 2) Retrofitting voting booths;
- 3) Tools or equipment to modify voting booths;
- 4) Retrofitting polling places for public buildings only, which must be a regularly used polling place;
- 5) Adapter "kits" or other materials to make a voting station accessible;
- 6) Signage (parking, directional, entrance, etc.);
- 7) Accessible tables;
- 8) Chairs (for seated voting);
- 9) Supports for accessibility signage;
- 10) Devices/Systems to alert poll workers that a voter is at the curb, door, or otherwise needs assistance;
- 11) Doorstops;
- 12) Lighting;
- 13) Low-vision pens;
- 14) Magnifying devices;
- 15) Mats or other materials to make the path of travel accessible;
- 16) Pen grips;
- 17) Temporary ramps (if wheel guides are not included, wheel guides may be purchased separately);
- 18) Temporary handrails;
- 19) Permanent handrails;
- 20) Threshold covers or mats;
- 21) Traffic cones or other materials to make parking temporarily accessible for voting;
- 22) Wedges;
- 23) Equipment for CD/DVD duplication;
- 24) Accessibility web site development costs;
- 25) Improving accessibility of web site.

c. Training Materials and Programs

- 1) Development, production, translation, and transcription into Braille of manuals, programs, posters, brochures, and other printed materials for training of poll workers or polling place inspectors;
- 2) Development, production, translation of video/DVD training materials;

⁴⁷ If the county proposes to use funds for this purpose, pre-approval by the Secretary of State is required. Further, county must adhere to requirements set forth in Exhibit E.

**EXHIBIT A
(Standard Agreement)**

- 3) Equipment necessary to use videos/DVDs in training of poll workers or polling place inspectors;
- 4) Stipends to compensate a trainer to train county poll worker trainers on issues specific to accessibility;
- 5) Poll worker training that is specific to accessibility and in addition to pre-existing training, or a modification/improvement of pre-existing training;
- 6) Disability or accessibility experts to make presentations at poll worker trainings.

d. Educational and Informational Materials

- 1) Development, production, translation, and transcription into Braille or into audio or CD/DVD format, of printed materials to educate or inform voters concerning polling place and voting accessibility;
- 2) Public advertising of information on accessibility of polling places and voting;
- 3) Mailers to disseminate information on services for persons with disabilities;
- 4) Translation of existing materials related to accessibility into required languages;
- 5) Reformatting and re-printing materials into "large-type";
- 6) Readability analysis to simplify informational or instructional materials;
- 7) Development of accessibility materials for county web site, or construction of a county web site for the purpose of providing information to the public on accessibility, if one does not already exist or making a current site accessible.

Items Presumed to not be reimbursable:

The following is a partial list of items presumed to not be reimbursable and not inclusive of all items that are not reimbursable. The list is provided only for the purpose of providing guidance. The Secretary of State shall be the sole determiner of whether or not an expenditure is reimbursable.

- 1) Administrative costs;
- 2) Batteries;
- 3) Blackberries (hand held computers);
- 4) Braille business cards;
- 5) Cable TV;
- 6) Cassette players;
- 7) Cassette tapes (except those used for voter education);
- 8) Catering;
- 9) Computers;
- 10) Other office equipment, including but not limited to fax machines and copiers, unless prior approval has been obtained from the granting agency;
- 11) Office supplies, including but not limited to paper, pens and post-it notes;
- 12) Concrete paving for parking lots and spaces;
- 13) Concrete ramps;
- 14) DREs /other voting equipment (can be purchased with other HAVA funds);
- 15) Emergency exit signs;
- 16) Facility rental;
- 17) Permanent modifications or improvements to private or non-governmental structures, including, but not limited to private residences and places of worship;
- 18) Food;

**EXHIBIT A
(Standard Agreement)**

- 19) Gas (except travel reimbursements⁴⁸);
- 20) Gift bags, pins, buttons, shirts or other promotional items for poll workers, voters or County staff;
- 21) Invitations;
- 22) Laptops;
- 23) Tablet computers unless prior approval as a survey tool has been obtained from the granting agency;
- 23) Light bulbs;
- 24) Modifications to mobile voter education vehicle, unless that vehicle is used as a polling place;
- 25) Parking fees (except travel reimbursements for purposes listed in footnote 2)
- 26) Parking lot improvements;
- 27) Photographers;
- 28) Scanners;
- 29) Staff salaries of County employees not conducting one of the activities allowable;
- 30) Trailers;
- 31) Transportation to polling site;
- 32) Vehicles – purchase, rental, or operating expenses (except rental vehicles used for purposes listed in footnote 2)

If you have any questions about this polling place accessibility training grant, please feel free to contact Todd Wallace at (916) 657-2376 or Todd.Wallace@sos.ca.gov.

⁴⁸ Travel reimbursements for: election officials performing accessibility assessments; consultants advising election officials on accessibility issues, poll worker training, or voter education; or trainers conducting poll worker training, voter education, or outreach activities.

**EXHIBIT A-1
(Standard Agreement)**

Polling Place Accessibility Surveyor Training Schedule

Northern Area Training Date & Time TBD

Hosted by: TBD

Location: TBD

Southern Area Training Date & Time TBD

Hosted by: TBD

Location: TBD

Website Accessibility Training Schedule

All Details TBD

If you have any questions about the training program or contract, please feel free to contact Todd Wallace at (916) 657-2376 or Todd.Wallace@sos.ca.gov.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Office of Secretary of State
Attention: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act, or a HAVA Spending Plan or Spending Plan amendment, of the current year and/or subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act, or by a HAVA Spending Plan or Spending Plan amendment, for purposes of this program, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Federal Funds

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if the United State Government for the fiscal years 2014/15 and 2015/16 for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The department has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

**EXHIBIT B
(Standard Agreement)**

4. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

5. Maximum Amount Of HAVA Funds To Be Provided To County Under This Program

County shall not receive, pursuant to Agreement, more than \$20,000.00 in the aggregate.

County will have authority to spend the full allocation, \$20,000.00, in this contract beginning on April 15, 2015. The full allocation, \$20,000.00, will be apportioned into "Amount 1" and "Amount 2". These amounts will expire at two separate times. The portion entitled "Amount 1" will expire on July 31, 2015. No portion of the remaining balance of "Amount 1" will be able to be carried over after July 31, 2015. The portion entitled "Amount 2" will not expire until the end of the contract on June 30, 2016.

Funding Description	Amount	Start Date	Expiration
Total Contract Amount (Amount 1 + Amount 2)	\$20,000.00		
Amount 1	\$7,495.39	April 15, 2015	July 31, 2015
Amount 2	\$12,504.61	April 15, 2015	June 30, 2016

6. Failure To Properly Claim Maximum Amount Of HAVA Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

7. Basis of Claims

Subject to the provisions related to the applicability of OMB Circular A-87, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Paragraph C ('Uses of Funds') of Exhibit A 'Scope of Work'.

8. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this program. Such criteria shall include requirements that all claims:

- (1) Contain a face sheet that summarizes each expenditure made by the categories set forth in Paragraph C of Exhibit A 'Scope of Work';
- (2) Include the total amount of the claim;
- (3) Include the agreement number on the face sheet;
- (4) Identify whether additional claims are expected to be submitted;
- (5) Include the hourly charge of any contractor for which a claim is made for their time;

**EXHIBIT B
(Standard Agreement)**

- (6) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- (7) Include signed Contractor HAVA Activity Reports, please see sample which is Exhibit G, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); and
- (8) Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

9. Application Of OMB Circular A-87

OMB Circular A-87 ("Cost Principles for State, Local and Indian Tribal Governments"), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

10. Deadline For Processing Claims

The Secretary of State shall advise the County of the status of the claim processing within 30 (thirty) days of receipt of the claim.

At the end of state fiscal year 2014/15, a state Spending Plan amendment will be submitted by the Secretary of State office to shift available funds to fiscal year 2015/16. This amendment process may cause delays in processing claims received during this time.

11. Payments Of Claims

Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

12. Deadline For Submitting Claims

Any claims using funds from "Amount 1" (see Exhibit B, Item 5) must be submitted by August 31, 2015.

Any claims using funds from "Amount 2" (see Exhibit B, Item 5) must be submitted by August 31, 2016.

13. Multiple Claims

County can submit multiple claims for HAVA funds authorized above, within the aggregate limit established for County.

14. Documentation To Be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that

**EXHIBIT B
(Standard Agreement)**

support the claim, including all documentation required by OMB Circular A-87. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

15. Order Of Processing

Claims shall be processed by the Secretary of State in order of receipt.

16. Work Outside Of The Scope Of Work

Contractors are not permitted to perform work, or be paid for work, outside the documented scope of work. Changes to the scope of work must be approved before work is undertaken, and payment is made for any activities outside of the scope of work.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to the Internet site below. From this page, select "Standard Contract Language" to access the current terms and conditions.
<http://www.ols.dgs.ca.gov/Standard+Language>

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.
2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 93.617. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor;
3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>;
4. County shall maintain records in a manner that:
 - a. Accurately reflects fiscal transactions with necessary controls and safeguards;
 - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
 - c. Provides accounting data so the costs can readily be determined throughout Agreement period.
5. Records shall be maintained for three years after expiration of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;
6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws;
8. Upon request, county shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

EXHIBIT D
(Standard Agreement)

B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA Section 261, for federal fiscal years 2014 and 2015.
2. HAVA funds can only be used for the purposes for which the HAVA funds are made;
3. No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E Item 1, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.
4. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at http://www.osc.gov/documents/hatchact/ha_sta.pdf;
5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of expiration of this Agreement. All interest must be used by the County for the purposes of implementing activities allowable under this Agreement;
6. Failure by any eligible County to execute a contract within 90 days of the date on which this contract is made available shall constitute an express desire to forego its use of the County's proportionate share of these funds, which may result in reallocation of that County's proportionate share of funds to other counties for the purposes provided under this contract.
7. Funds not claimed by County within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within 180 days of the end date of this contract, shall be reallocated to the Counties based on need and may only be used to meet Section 261 of HAVA;
8. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount;
9. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;
10. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;
11. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;

**EXHIBIT D
(Standard Agreement)**

12. Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County;
13. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at www.epls.gov.

14. Upon request, county agrees to provide the Secretary of State with a summary report on its activities under this agreement following each election for which funds are expended that includes: the method used to determine the need for funding an eligible activity, including the reliance on an advisory committee or advisory groups, surveys or any other methodology used to assess the need for the eligible activity; the activity performed and funded; the amount of funding expended; the category or categories of need being met; and any performance metric or assessment of the quality of the activity, including unsolicited public comment, advisory committee or advisory group comment, public comment solicited through surveys and on-site assessments conducted by the County, its agents or others.

**EXHIBIT E
(Standard Agreement)**

ADDITIONAL PROVISIONS

1. Secretary Of State Policy Regarding Political Activity In The Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

1. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
2. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
3. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
4. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
5. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
6. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
7. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

**EXHIBIT E
(Standard Agreement)**

8. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
 9. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
 10. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
 11. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.
2. Tablet Criteria
1. The software and device must be capable of accurately recording all data necessary to assess polling place accessibility (i.e., all portions of the statewide guidelines and checklist used for surveying for polling place accessibility).
 2. The software and device must be capable of transferring all data collected during polling place surveys to a medium where results can be aggregated for purposes of comparing potential polling places, and for purposes of analyzing data at the site level and countywide.
 3. The devices used for housing software to capture data must be used only for the purposes of assessing polling place accessibility with exclusive use safeguarded by appropriate inventory policies and controls.
 4. Polling place specific (site-level) survey results and aggregate survey results must be publicly available upon request.
 5. A report on the program must be produced prior to reimbursement approval that provides certain information, including:
 1. A description of the program.
 2. Cost of the program, including staff training costs and any costs for data storage (e.g., EMS modification)
 3. Amount of vendor support needed for the program's launch and the amount of ongoing support, if any
 4. Increased productivity of the program, if any, measured by staff time, ease of data recall and analysis, and other relevant factors
 5. Amount of additional ongoing support, if any, necessary to sustain the program (e.g., software licensing costs; upgrade costs; continued vendor support; device maintenance, etc.)

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed on the contract in Exhibit A.

SECRETARY OF STATE

Exhibit G

STATE OF CALIFORNIA - SECRETARY OF STATE

CONTRACTOR HAVA ACTIVITY REPORT

NAME		COMPANY NAME														Month/Year		HAVA Coordinator's Approval																			
Contract Number:		Location (Sacto/SF/LA/SD)																																			
HAVA ACTIVITY HOURS																																					
	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	ORG	HOURS		
1																																				(Taken from proposal and contract)	0.0
2																																					0.0
3																																					0.0
4																																					0.0
5																																					0.0
6																																					0.0
7																																					0.0
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20																																					0.0
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23																																					0.0
24																																					0.0
MONTHLY TOTAL																	0.00		MONTHLY TOTAL	0.0																	
																		DATE																			
																	SIGNATURE OF CONTRACTOR		DATE																		

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 12, 2015

Departments: Finance

TIME REQUIRED

SUBJECT Contract for Audit Services

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Contract with Gallina, LLP for audit services.

RECOMMENDED ACTION:

Approve three year contract with Gallina LLP, Certified Public Accountants for Audit Services and authorize the Board Chairperson to sign.

FISCAL IMPACT:

\$77,000 per year for fiscal years 15/16, 16/17 and 17/18.

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760-932-5494 / lchapman@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:

Roberta Reed

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report - Audit Contract](#)
- [Gallina Contract](#)
- [Gallina Contract - Exhibit A](#)

History

Time	Who	Approval
5/7/2015 7:29 AM	County Administrative Office	Yes
5/6/2015 2:24 PM	County Counsel	Yes
5/6/2015 8:09 AM	Finance	Yes



DEPARTMENT OF FINANCE COUNTY OF MONO

P.O. BOX 556, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5490 • FAX (760) 932-5491

Vacant
Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman, CPA
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

Date: May 12, 2015
To: Honorable Board of Supervisors
From: Leslie Chapman, Director of Finance
Subject: Audit Services Contract

Recommended Action:

Approve Contract with Gallina LLP, Certified Public Accountants, for Audit Services for Fiscal Years Ending June 30, 2015, 2016, and 2017 and authorize the Board Chair to sign.

Fiscal Impact:

FY 14/15 \$77,000, FY 15/16 \$77,000 and FY 16/17 \$77,000

Discussion:

The County is required to contract for an annual financial audit by an independent outside audit firm. The firm also prepares the Single Audit Report, which is required by the Federal Government, an audit of the County's Appropriation Limit Calculation, and a compliance review of the Treasury Oversight Committee

Auditing California counties is a very specialized practice, and Gallina LLP is the primary audit firm for small California counties. At last count Gallina was providing audit services to 35 counties. The firm uses a team of experienced auditors to conduct the engagement, and has a three-stage review process to verify the accuracy of our financial statements as well as the adequacy of the disclosures. The members of the audit team change from year to year.

The cost of financial audits has increased in recent years as complex changes have been required by the Government Accounting Standards Board (GASB). In addition, the American Institute of Certified Public Accountants continues to issue new auditing standards that significantly increase the work required of the audit firm.

The previous Gallina LLP audit contract specified an annual price of \$70,000. The increase to \$77,000 is mainly due to the addition of the Treasury Oversight Committee compliance review fee of \$5,000, which will be recovered from treasury earnings.

**AGREEMENT BETWEEN COUNTY OF MONO
AND GALLINA LLP
FOR THE PROVISION OF AUDIT SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") has need for the audit services of Gallina LLP of Roseville, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. **SCOPE OF WORK.**

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

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

2. **TERM.**

The term of this Agreement shall be from July 1, 2015 to December 31, 2017, unless sooner terminated as provided below.

3. **CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ 231,000 (hereinafter referred to as “contract limit”). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County’s request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work that were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, the County shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

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

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement.

9. INSURANCE.

A. General Liability. Contractor shall procure and maintain, during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, as applicable. Such policy shall provide limits of not less than \$1,000,000.00 combined single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

- B. Automobile/Aircraft/Watercraft Liability Insurance. Contractor shall provide Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 combined single limit per occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. This coverage may be waived by Risk Management in writing if it is determined there is no significant exposure to these risks.
- C. Professional Errors and Omissions Liability Insurance. Contractor shall provide professional errors and omission liability insurance in an amount of not less than one million dollars (\$1,000,000.00) each occurrence/one million dollars (\$1,000,000.00) policy aggregate. If professional liability coverage is written on a claims-made form: (1) the “retro date” must be shown, and must be before the date of the contract of the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a “retro date” prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- D. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

10. STATUS OF CONTRACTOR.

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

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

11. DEFENSE AND INDEMNIFICATION.

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

other costs that are caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

This Agreement may be canceled by either party for cause, by giving the other party thirty (30) days written notice of such intent to cancel, which includes an explanation of the cause for cancellation, and an opportunity to correct within the thirty-day period or such other time period as may be reasonable given the circumstances. If corrected within the time provided to the satisfaction of the party sending the notice of intent to cancel, then the notice shall be withdrawn.

15. ASSIGNMENT.

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

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by

the County, the County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 23 below.

18. CONFIDENTIALITY.

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

19. CONFLICTS.

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

20. POST-AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

23. AMENDMENT.

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

24. NOTICE.

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

County of Mono:
Mono County Finance Department
PO Box 556
Bridgeport, CA 93517

Contractor:
Gallina LLP
925 Highland Pointe Dr., Suite 450
Roseville, CA 95678-5418

25. ENTIRE AGREEMENT.

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS ____ DAY OF _____, _____.

COUNTY OF MONO

CONTRACTOR

By: Timothy E. Fesko
Chairperson, Board of Supervisors
Dated: May 12, 2015

By: _____
Dated: _____

APPROVED AS TO FORM:

County Counsel

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND GALLINA LLP
FOR THE PROVISION OF AUDIT SERVICES**

TERM:

FROM: JULY 1, 2015 TO: DECEMBER 31, 2017

SCOPE OF WORK:

See Letter from Gallina LLP to Leslie Chapman dated March 11, 2015, which is attached hereto as Exhibit A and incorporated by this reference as if fully set forth herein.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND GALLINA LLP
FOR THE PROVISION OF AUDIT SERVICES**

TERM:

FROM: JULY 1, 2012 TO: DECEMBER 31, 2017

SCHEDULE OF FEES:

Fiscal year ending June 30, 2015	\$77,000
Fiscal year ending June 30, 2016	\$77,000
Fiscal year ending June 30, 2017	\$77,000

\\ NOTHING FOLLOWS \\\



EXHIBIT A

April 27, 2015

Ms. Leslie Chapman
Finance Director
County of Mono
P.O. Box 556
Bridgeport, CA 93517

Dear Leslie:

This letter describes the services we are to provide County of Mono (County) for the years ended June 30, 2015, 2016, and 2017.

We will audit the financial statements of the governmental activities, the business type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of County of Mono as of and for the years ended June 30, 2015, 2016, and 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement County of Mono's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to County of Mono's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. Schedule of funding progress – Pension and other post-employment benefits

We have also been engaged to report on supplementary information other than RSI that accompanies the County of Mono's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in

accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Combining and individual fund statements

We will also provide an opinion on the Schedule of Expenditure of Federal Awards in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

1. Introductory section
2. Statistical section

Audit Objectives

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

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act

Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Supervisors of the County of Mono. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period

(or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

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

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

expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Controls

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

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures – Compliance

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

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of County of Mono's major programs. The purpose of these procedures will be to express an opinion on County of Mono's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

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

The County of Mono is responsible for providing us with information to determine major federal award programs at least four weeks prior to field work. Sometimes a major program that should have been audited was not because this information was not provided timely as requested or the information provided was not accurate. If for some reason this should occur, GALLINA LLP and the County of Mono will mutually revise the fee to include the additional time and costs needed to audit the missed program.

Within six months of the end of the applicable fiscal year, or as otherwise authorized in writing by the County Finance Director, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

Within six months of the end of the applicable fiscal year or as otherwise authorized in writing by the County Finance Director,, we will provide bound copies, unbound copies and electronic copies in portable document format (PDF) of all reports in the quantities you have designated. However, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of GALLINA LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Controller's Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the

supervision of GALLINA LLP’s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State Controller’s Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The parties agree that any controversy or claim arising out of or relating to the services provided pursuant to this engagement letter agreement shall be determined by arbitration in accordance with the applicable Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association; and judgment on the award rendered by the arbitrator(s) may be rendered in any court of competent jurisdiction.

We expect to perform our interim field work during July or August and to perform year-end field work during September or October. In order for us to provide you with timely services, it is incumbent upon your accounting staff to have the items listed on the client participation schedule ready for us by the due date indicated on the schedule. If the items are not provided on time, we cannot guarantee an on-time delivery of the reports.

Brad Constantine is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be as follows:

Task	2015	2016	2017
Audit and compilation of County’s financial statements	\$49,000	\$49,000	\$49,000
Schedule of federal award expenditures and major program testing in accordance with Single Audit Act	23,000	23,000	23,000
Appropriations Limit Calculation	-0-	-0-	-0-
Treasury Oversight Committee compliance review	5,000	5,000	5,000
Total	\$77,000	\$77,000	\$77,000

Our invoices for these fees will be rendered each month as work progresses and are payable as set forth in the Contract. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The County of Mono is responsible for providing us with information to prepare addendum letters in response to formal requests from Federal or State agencies to update information in the Single Audit report. If we are asked to prepare an addendum letter, GALLINA LLP and the County of Mono will mutually agree on the fee to include the additional time and costs needed to prepare the addendum letter.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports

and letters of comment received during the period of the contract. Our 2012 peer review accompanies this letter.

We appreciate the opportunity to be of service to the County of Mono and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return to us.

Very truly yours,

A handwritten signature in cursive script that reads "Gallina LLP".

GALLINA LLP

RESPONSE:

This letter correctly sets forth the understanding of County of Mono.

By: _____

Title: _____

Date: _____



HANSEN, BARNETT & MAXWELL, P.C.
Certified Public Accountants

SYSTEM REVIEW REPORT

November 29, 2012

To the Partners
Gallina LLP
and the peer review committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Gallina LLP (the firm) in effect for the year ended May 31, 2012. Our review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of performing and reporting in conformity with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitation of and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Gallina LLP in effect for the year ended May 31, 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Gallina LLP has received a peer review rating of *pass*.

A handwritten signature in blue ink that reads "Hansen, Barnett & Maxwell, P.C." is written over a horizontal line.



Registered with the Public Company
Accounting Oversight Board

5 Triad Center, Suite 750, Salt Lake City, Utah 84180-1128
TEL 801-532-2200 FAX 801-532-7944 www.hbmcpas.com

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	May 12, 2015	PERSONS APPEARING BEFORE THE BOARD	Jim Leddy
TIME REQUIRED	5 minutes		
SUBJECT	Review of Local Emergencies		

AGENDA DESCRIPTION:

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

Review state of local emergencies, which were proclaimed by the Sheriff as Director Emergency Services on February 6, 2015, and ratified by the Board on February 10, 2015 and the second local emergency proclaimed by the Mono County Health Officer on February 11, 2015 and ratified by the Board on February 17, 2015.

RECOMMENDED ACTION:

Continue or terminate the state of local emergencies.

FISCAL IMPACT:

None.

CONTACT NAME: Bob Musil

PHONE/EMAIL: 760-932-5538 / bmusil@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:

Click to download

- [1st Emergency](#)
- [2nd Emergency](#)

History

Time

Who

Approval

5/7/2015 7:29 AM	County Administrative Office	Yes
5/6/2015 2:08 PM	County Counsel	Yes
5/6/2015 9:25 AM	Finance	Yes



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RESOLUTION NO. R15- 08

**BOARD OF SUPERVISORS, COUNTY OF MONO
RATIFYING A PROCLAMATION OF LOCAL EMERGENCY
AND CONTINUED STATE OF LOCAL EMERGENCY**

WHEREAS, the Director of Emergency Services, Sheriff Ingrid Braun, proclaimed a state of local emergency in the County of Mono on February 6, 2015, a copy of which is attached hereto as an exhibit and incorporated herein by reference; and

WHEREAS, the Board thereafter duly reviewed the need for the local emergency in accordance with legal requirements; and

WHEREAS, the situation resulting from said conditions of extreme peril is still beyond the control of the normal protective services, personnel, equipment, and facilities of and within said County of Mono;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Mono, State of California, does hereby ratify the aforementioned proclamation of local emergency and continued state of local emergency in said County.

PASSED, APPROVED and ADOPTED this 10th day of February, 2015, by the following vote, to wit:

AYES	Supervisors Alpers, Corless, Fesko, Johnston, Stump.
NOES	None.
ABSENT	None.
ABSTAIN	None.


TIMOTHY E. FESKO, Chair
Mono County Board of Supervisors

ATTEST:


COUNTY CLERK, ASSISTANT

APPROVED AS TO FORM:


COUNTY COUNSEL

**COUNTY OF MONO
EMERGENCY PROCLAMATION**

WHEREAS, Code No. 2.60.070 of the County of Mono empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when Mono County is affected or likely to be affected by a public calamity and the County Board of Supervisors is not in session, and;

WHEREAS, the Director of Emergency Services of the County of Mono does hereby find that conditions of extreme peril to the safety of persons and property have arisen within Mono County, caused by drought, wind, fire and winter storm; which began on the 6th day of February, 2015, and;

WHEREAS, the Board of Supervisors of the County of Mono is not in session and cannot immediately be called into session, and;

WHEREAS, on January 17, 2014, the Governor of the State of California declared a State of Emergency due to current drought conditions; and on February 6, 2015, a powerful windstorm occurred in California; and these high winds, exacerbated by the drought, wreaked havoc in Mono County, and;

WHEREAS, these conditions are beyond the control of the services, personnel, equipment, and facilities of Mono County, and;

WHEREAS, the Director of Emergency Services of the County of Mono finds that these emergency conditions will require additional resources, services, personnel, equipment and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts.


Portions of communities with Mono County have been evacuated and remain threatened. More than 40 structures, including homes, have been destroyed. Power was lost to much of Mono County during freezing temperatures. Potential needed resources may include extensive logistical and personnel assistance with firefighting; aerial support; evacuation operations; shelters; debris removal; and smoke damage. We are requesting consideration for a U.S. Small Business Administration Disaster Declaration for Individual Assistance. Additionally, we are requesting funding through the California Disaster Assistance Act and any and all recovery assistance the State of California can provide.

This list is not necessarily reflective of the total extent of the assistance that may be required. Additional resources may be requested as the disaster progresses and worsens.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout Mono County, and;

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of Mono County shall be those prescribed by state law, by ordinances, and resolutions of Mono County; and that this emergency proclamation shall expire in seven days after issuance unless confirmed and ratified by the governing body of the County of Mono.

Dated: February 6, 2015

By: 

INGRID BRAUN
Sheriff/Coroner and Director of Emergency Services
County of Mono



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RESOLUTION NO. R15- 15

**BOARD OF SUPERVISORS, COUNTY OF MONO
RATIFYING A PROCLAMATION OF LOCAL HEALTH EMERGENCY
AND CONTINUED STATE OF LOCAL HEALTH EMERGENCY**

WHEREAS, the County Health Officer on February 11, 2015, issued a proclamation of local health emergency, a copy of which is attached hereto as an exhibit and incorporated herein by reference; and

WHEREAS, the Board thereafter duly reviewed the need for declaring the local health emergency in accordance with legal requirements; and

WHEREAS, the conditions giving rise to the proclamation of a local health emergency are still in existence within said County of Mono;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Mono, State of California, does hereby ratify the aforementioned declaration of local health emergency and continued state of local health emergency in said County.

PASSED, APPROVED and ADOPTED this 17th day of February, 2015, by the following vote, to wit:


AYES	:Supervisors Alpers, Corless, Fesko, Johnston,
NOES	:None.
ABSENT	:None.
ABSTAIN	:None.

and Stump.


TIMOTHY E. FESKO, Chair
Mono County Board of Supervisors

ATTEST:

COUNTY CLERK, ASSISTANT

APPROVED AS TO FORM:

COUNTY COUNSEL



Public Health Mōno-Gram

Richard O. Johnson, M.D., MPH Lynda Salcido
 Public Health Officer Public Health Director
 Office: (760) 924-1828 Office: (760) 924-1842
drrickjohn@gmail.com lsalcido@mono.ca.gov
 24/7/365 Emergency Contact Number: (760) 914-0496
www.monohealth.com



Public Health
Prevent. Promote. Protect.

PROCLAMATION OF A LOCAL HEALTH EMERGENCY BY THE COUNTY HEALTH OFFICER

WHEREAS, the California Health and Safety Code, Division 101, Part 3, Chapter 2, commencing with §101075 confers upon Local Health Officers of the political subdivisions of this state emergency powers necessary to protect public health and safety;

WHEREAS, §101080 of the California Health and Safety Code, states that "the local health officer may declare a local health emergency in the jurisdiction or any area thereof" affected by hazardous waste which is an imminent threat to the public health;

WHEREAS, Health and Safety Code Section 101080 empowers the local health officer to proclaim the existence of a local health emergency when this county or any area of the county is affected or likely to be affected by such a public health threat while the Board of Supervisors is not in session, which shall expire if not ratified by the Board of Supervisors within seven days and is subject to reaffirmation every 14 days thereafter until such local health emergency is terminated; and,

WHEREAS, the Health Officer of the county of Mono does hereby find:

1. That conditions of certain hazardous waste in Mono County in the form of debris resulting from a fire occurring on February 6, 2015, and which involved destruction of a number of structures, poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and

1. That the Board of Supervisors of the County of Mono is not in session and cannot immediately be called into session; and

1. That the aforesaid threat to public health necessitates the proclamation of the existence of a local health emergency.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local health emergency is now threatened to exist in the communities of Paradise and Swall Meadows in this county due to hazardous waste in the form of debris from a recent fire; and,

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the Health Officer shall be those prescribed by state law, including the provisions of Section 101085 of the Health and Safety Code, and by any ordinances and resolutions of this county approved by the Board of Supervisors.

Richard O. Johnson, M.D., MPH

Health Officer, Mono County Health Department

Dated: 2/11/15



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 12, 2015

Departments: Public Health

TIME REQUIRED 15 minutes (5 minute presentation; 10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Dr. Rick Johnson

SUBJECT Supplemental Funding for Ebola Preparedness and Response

AGENDA DESCRIPTION:

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

The Centers for Disease Control and Prevention (CDC) have released one-time funds to the states in the name of Ebola Viral Disease (EVD) preparedness and response. California has solicited applications from the local jurisdictions in order to build local public health capacity and capability for response to infectious diseases, with a focus on EVD, addressing the capabilities as stated in the PHEP Supplemental for Ebola Preparedness and Response Activities grant guidance. Priorities that we are addressing in our application include: Community Preparedness; Responder Safety and Health; Emergency Public Information and Warning/Information Sharing; and Medical Surge. These funds are one-time funds, for use during a period of 18 months beginning April 1, 2015. They are in addition to our other Emergency Preparedness grants (Public Health Emergency Preparedness – PHEP, Hospital Preparedness Program – HPP, and Pandemic Influenza – PF). All indications are that these other grants will continue to be sustained with level funding into the foreseeable future.

RECOMMENDED ACTION:

The Board of Supervisors (1) Approve and authorize the Chair's signature on the NON-SUPPLANTATION CERTIFICATION FORM for the AGREEMENT outlined below, and (2) Authorize the Public Health Director to sign the AGREEMENT ALLOCATING FUNDS, NUMBER 15-10369, Supplemental Funding for Ebola Preparedness and Response, and any additional contract amendments, and (3) Authorize the Public Health Director to sign the CERTIFICATION REGARDING LOBBYING (Exhibit F, Attachment 1), and (4) Authorize the Public Health Director to sign the LETTER OF ACCEPTANCE.

FISCAL IMPACT:

The allocation for Mono County is \$65,296. which will be included in the Fiscal Year 2015/2016 budget.

CONTACT NAME: Lynda Salcido, Public Health/EMS Director

PHONE/EMAIL: 760-924-1842 / lsalcido@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:
Lynda Salcido, Public Health/EMS Director

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report](#)
 - [Work Plan](#)
 - [Non-Supplantation Certification Form](#)
 - [Agreement](#)
 - [Lobbying certification](#)
 - [Letter of Acceptance](#)
-

History

Time	Who	Approval
5/5/2015 4:06 PM	County Administrative Office	Yes
5/6/2015 5:34 PM	County Counsel	Yes
5/6/2015 5:00 PM	Finance	Yes

COUNTY of MONO

HEALTH DEPARTMENT
P.O. BOX 3329
MAMMOTH LAKES, CA 93546

Public Health (760) 924-1830 Fax (760) 924-1831
Environmental Health (760) 924-1800 Fax (760) 924 1801



Date: April 28, 2015

To: Honorable Board of Supervisors

From: Lynda Salcido, Public Health Director

Subject: Supplemental Funding for Ebola Preparedness and Response

Recommended Action: The Board of Supervisors (1) Approve and authorize the Chair's signature on the NON-SUPLANTATION CERTIFICATION FORM for the AGREEMENT outlined below, and (2) Authorize the Public Health Director to sign the AGREEMENT ALLOCATING FUNDS, NUMBER 15-10369, Supplemental Funding for Ebola Preparedness and Response, and any additional contract amendments, and (3) Authorize the Public Health Director to sign the CERTIFICATION REGARDING LOBBYING (Exhibit F, Attachment 1), and (4) Authorize the Public Health Director to sign the LETTER OF ACCEPTANCE.

Discussion: The Centers for Disease Control and Prevention (CDC) have released one-time funds to the states in the name of Ebola Viral Disease (EVD) preparedness and response. California has solicited applications from the local jurisdictions in order to build local public health capacity and capability for response to infectious diseases, with a focus on EVD, addressing the capabilities as stated in the PHEP Supplemental for Ebola Preparedness and Response Activities grant guidance. Priorities that we are addressing in our application include:

- Community Preparedness;
- Responder Safety and Health;
- Emergency Public Information and Warning/Information Sharing; and
- Medical Surge.

These funds are one-time funds, for use during a period of 18 months beginning July 1, 2015. They are in addition to our other Emergency Preparedness grants (Public Health Emergency Preparedness – PHEP, Hospital Preparedness Program – HPP, and Pandemic Influenza – PF). All indications are that these other grants will continue to be sustained with level funding into the foreseeable future.

Fiscal Impact/ Budget Projections: The allocation for Mono County is \$65,296, which is included in the County Budget.

For questions regarding this item, please call Lynda Salcido at (760) 924-1842.

Submitted by: _____
Lynda Salcido, Public Health Director Date

Richard O. Johnson, M.D., MPH, Public Health Officer

Contact
Office: (760) 924-1828
Fax: (760) 924-1831
E-Mail: rjohnson@mono.ca.gov

24/7/365 Emergency Contact
Cell phone : 760-914-0496

Attachment C

Work Plan Template PHEP Supplemental for Ebola Preparedness and Response Activities Mono County

PHEP Ebola Supplemental Fund Work Plan

Local Health Departments are required to submit a work plan outlining plans, planned activities, and expected outcomes related to public health functions as described in CDC-RFA-TP12-12010302SUPP15. Work plans should not duplicate previously funded activities but rather expand upon such activities (e.g. augment scope, prolong duration).

The work plan is targeted to address public health preparedness capabilities related to the following recipient activities:

Activity 1: Community Preparedness

Activity 2: Public Health Surveillance and Epidemiological Investigation

Activity 3: Public Health Laboratory Testing

Activity 4: Non-Pharmaceutical Interventions

Activity 5: Responder (Worker) Safety and Health

Activity 6: Emergency Public Information and Warning/Information Sharing

Recipient Activity 7: Medical Surge

Please provide the following information for each of the seven (7) recipient activities as noted on page 12 of the supplemental guidance.

1. **Problem statement:** Define what the problem or issue your jurisdiction seeks to resolve with supplemental funds during the project period. Limitations or “root causes” that have led to the current problem/issue may be included.
2. **Baseline Capacity:** Specify the current baseline capacity in this area, such as current percentage of staff who can don/doff PPE per CDC guidelines.
3. **Outcomes:** Define the expected outcomes that align to resolving the problem or closing the gaps. The outcomes should define what changes or improvements will occur to the public health/healthcare systems or to the community such as awareness, knowledge, attitudes, skills, opinion, behavior, policies, and health improvement. Ideally, outcomes should link to planned activities, quantify the targeted change, and include an estimated timeline for achieving the change. Awardee can insert as many outcomes as needed.
4. **Planned activities:** List the intermediate activities Awardee will undertake, including tasks and estimated start and end dates that will lead to the associated outcome and contribute to resolving the identified issue or problems. Awardees can insert as many planned activities as needed.
5. **Proposed outputs:** List the proposed outputs that will be produced as a result of the planned activities, such as a plan, a training curriculum, or a tracking system database.

Attachment C

**Work Plan Template
PHEP Supplemental for Ebola Preparedness and Response Activities
Mono County**

LHD:	Mono County
Submitted By:	Richard O. Johnson
Contact Phone and Email:	Cell: 760-914-0496 drrickjohn@gmail.com
Date:	4/23/15

Work Plan

Recipient Activity 1: Community Preparedness

Recipient Activity 1 Problem Statement (Please limit to 500 characters)	
We have only limited outreach to additional partners through our Healthcare Coalition. We have not linked roles and responsibilities of agencies serving at-risk populations with our top three hazards. The required 11 sectors are not adequately represented. The mental/behavioral health aspects of disasters have not been addressed. Recovery planning has not been addressed.	
Recipient Activity 1 Baseline Capacity (Please limit to 500 characters)	
We have a Healthcare Coalition with essential partners that meets on a regular basis, and a current Health Hazard Vulnerability Assessment. We have focused on identifying the roles and responsibilities of these essential members of the coalition in responding to our top 3 hazards.	
Outcomes (Please limit to 500 characters)	
We will enhance the readiness and capacity of our communities to respond to and recover from emergencies and disasters. We will build upon the resilience of individuals, neighborhoods, faith and community based organizations, businesses, and local, state, tribal, and federal governments and agencies. Outcomes will include:	
<ul style="list-style-type: none"> - Increasing the # of partners involved in a community centered approach to building disaster resilience - Mapping community hazards, vulnerabilities, resources, and strengths - Creating a community response plan, including response to infectious diseases - Strategies to address environmental health concerns - Learning and applying core concepts of Psychological First Aid to assist with health issues associated with infectious disease, response and other hazards - Developing steps, identifying partners, resources, and priorities in the recovery process 	
Planned Activities for Outcomes (250 character limit each, please add rows as needed)	Estimated Timeframe
1. Contract with the Loma Linda University Center for Public Health Preparedness (LLU CPHP) to facilitate use of their “Cultivating a Culture of Community Resilience” program in our local jurisdiction, focusing on several sectors, including at-risk populations, and using a train-the-trainer model.	Start:7/1/15 End: 9/30/16

Attachment C

**Work Plan Template
PHEP Supplemental for Ebola Preparedness and Response Activities
Mono County**

Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)
1. Be able to demonstrate increased levels of community engagement in supporting collaborative and sustainable emergency public health programming.
2. A community map will illustrate hazards, vulnerabilities, resources, and strengths.
3. A community preparedness plan, using the community map, will include strategies to address hazards and vulnerabilities with resources and strengths.
4. A community/neighborhood response plan will be developed.
5. Strategies to address environmental health after a disaster will be developed.
6. #'s of community members trained in core concepts of Psychological First Aid will be documented.
7. A plan for recovery will be developed, including partners, steps, priorities, and resources.

Recipient Activity 2: Public Health Surveillance and Epidemiological Investigation

Recipient Activity 2 Problem Statement (Please limit to 500 characters)	
N/A	
Recipient Activity 2 Baseline Capacity (Please limit to 500 characters)	
Outcomes (Please limit to 500 characters)	
Planned Activities for Outcomes (250-character limit each; please add rows as needed)	Estimated Timeframe
	Start: End:
Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)	

Recipient Activity 3: Public Health Laboratory Testing

Recipient Activity 3 Problem Statement (Please limit to 500 characters)	
N/A	
Recipient Activity 3 Baseline Capacity (Please limit to 500 characters)	
Outcomes (Please limit to 500 characters)	

Attachment C

**Work Plan Template
PHEP Supplemental for Ebola Preparedness and Response Activities
Mono County**

Planned Activities for Outcomes (250-character limit each; please add rows as needed)		Estimated Timeframe
1		Start: End:
2		Start: End:
Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)		
1		
2		

Recipient Activity 4: Non-Pharmaceutical Interventions

Recipient Activity 4 Problem Statement (Please limit to 500 characters)	
N/A	
Recipient Activity 4 Baseline Capacity (Please limit to 500 characters)	
Outcomes (Please limit to 500 characters)	
Planned Activities for Outcomes (250-character limit each; please add rows as needed)	Estimated Timeframe
1	Start: End:
2	Start: End:
Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)	
1	
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Recipient Activity 5: Responder Safety and Health

Recipient Activity 5 Problem Statement (Please limit to 500 characters)
PPE for emerging infectious disease outbreaks may require equipment meeting the ATD Standard in California.
Recipient Activity 5 Baseline Capacity (Please limit to 500 characters)
Public Health and EMS do not have any suites of PPE for staff who may be called on to respond

Attachment C

**Work Plan Template
PHEP Supplemental for Ebola Preparedness and Response Activities
Mono County**

to a potential case of an emerging infectious disease. The hospitals have a very limited supply. Mutual aid resources are long distances away due to our remote location.	
Outcomes (Please limit to 500 characters)	
Purchase of suites of PPE meeting the ATD Standard in order for public health staff to adequately respond to any possible case of an emerging infectious disease.	
Planned Activities for Outcomes (250-character limit each; please add rows as needed)	Estimated Timeframe
1. Purchase suites of PPE so that Public Health will have adequate protection to respond to potential/actual cases of an emerging infectious disease.	Start: 7/1/15 End:12/31/15
Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)	
1. Have available adequate PPE supply to protect public health staff from potential exposure to an emerging infectious disease.	

Recipient Activity 6: Emergency Public Information and Warning/Information Sharing

Recipient Activity 6 Problem Statement (Please limit to 500 characters)	
The technology supporting our emergency operations centers is inadequate for efficient functioning of our staff during a response. Our equipment for community training is badly in need of updating/upgrading. Our Web site does not have the ability to add timely information for the public in the midst of an emergency/disaster.	
Recipient Activity 6 Baseline Capacity (Please limit to 500 characters)	
Communication and documentation of important information in the emergency operations center is via paper and pencil. Our projector does not consistently synchronize with a laptop. Our Web site is static without the ability to put timely information out to the public. We have very limited capability to utilize social media in a crisis. Our current technology resources impedes an efficient use of valuable staff time in the DOC.	
Outcomes (Please limit to 500 characters)	
We will be able to function more efficiently in information sharing and emergency operations during response to Ebola, other infectious disease and all hazards. The purchase of a projector will enhance our ability to deliver effective trainings to our partners in the 11 sectors, as well as to the public, including at-risk populations. The purchase of tablets and increased capability to utilize the tool of social media will enhance both information sharing and public information and warning.	
Planned Activities for Outcomes (250-character limit each, please add rows as needed)	Estimated Timeframe
1. Purchase a "Smartboard" for use in the department operations center.	Start:7/1/15 End:12/31/15
2. Purchase a projector for use in community presentations and trainings with community partners.	Start:7/1/15 End:12/31/15
3. Contract with a contractor to provide training in the use of social media in emergency response. Training would be for persons in key positions in	Start: 7/1/15 End: 7/1/16

Attachment C

**Work Plan Template
PHEP Supplemental for Ebola Preparedness and Response Activities
Mono County**

the public health DOC.	
4. Purchase 3 tablets for use by key persons in the public health DOC.	Start: 7/1/15 End: 12/31/15
Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)	
1. A “Smartboard” functional in the emergency operations center.	
2. A projector available for use in community presentations and trainings.	
3. Ability to utilize social media for rumor monitoring, and enhanced messaging to the public, during emergencies and disasters.	
4. Enhanced ability to monitor communications from first responders (information sharing), and to enhance our ability to communicate with the public (public information and warning).	

Recipient Activity 7: Medical Surge

Recipient Activity 7 Problem Statement (Please limit to 500 characters)	
An outbreak of an emerging infectious disease would present us with a medical surge without the ability to transfer patients to other jurisdictions who would also be impacted and not have any capacity to accept additional patients.	
Recipient Activity 7 Baseline Capacity (Please limit to 500 characters)	
We have a draft Government Authorized Alternate Care Site Plan that has not been vetted completely with our Healthcare Coalition. There has not been any training on the plan, and it has not been exercised.	
Outcomes (Please limit to 500 characters)	
As we finalize the plan and provide training on it, we then need to exercise the plan with our Healthcare Coalition partners.	
Planned Activities for Outcomes (250-character limit each; please add rows as needed)	Estimated Timeframe
1. Training and planning meeting with our Healthcare Coalition	Spring 2016
2. Tabletop exercise with our Healthcare Coalition	Spring 2016
3. Functional exercise with our Healthcare Coalition	Spring 2016
Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)	
1. AAR/IP according to HSEEP standards.	
2. Revised GAACS Plan based on lessons learned in the exercise.	

ATTACHMENT F

Public Health Emergency Preparedness Supplemental Funding for Ebola Preparedness and Response Funding

NON-SUPPLANTATION CERTIFICATION FORM

Name of Local Entity: Mono County Health Department

As the duly authorized representative of the above-named County, I hereby certify as follows:

1. The funds allocated by the California Department of Public Health (CDPH) under the Agreement will not be used to supplant funding for existing levels of service and shall only be used for the purposes specified in the Agreement.
2. Upon receipt, the funds will be deposited into an interest-bearing local public health preparedness trust fund established solely for this purpose before the funds are transferred or expended for any of the purposes allowed in the Application Work Plan and Budget, as approved by the CDPH.

Chairperson, Board of Supervisors, Mayor of a City or designee:

Signature:
Printed Name:
Title: Chair, Board of Supervisors
Phone:
Date:

Please return the original signed certification with your PHEP Supplemental Funding for Ebola Preparedness and Response Funding Agreement:

California Department Public Health
Emergency Preparedness Office
Attn: Local Management Unit
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377

Appendix A

EMERGENCY PREPAREDNESS OFFICE
SUPPLEMENTAL FUNDING FOR EBOLA PREPAREDNESS AND RESPONSE

Awarded By

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”
TO**

Mono County Health Department, hereinafter “Awardee”

**Implementing the project, “Supplemental Funding for Ebola Preparedness and
Response,” hereinafter “Project”**

AGREEMENT ALLOCATING FUNDS, NUMBER 15-10369

The Department awards this funding and the Awardee accepts and agrees to use the funding as follows:

AUTHORITY: The Department has authority to award funds for the Project under Health and Safety Code, Sections 101319, 131058, and 131085.

PURPOSE: The Department shall provide an award to the Awardee; the purpose of the award is to support accelerated state and local public health preparedness planning and operational readiness for responding to Ebola.

The Awardee agrees to use the funds for the purposes and activities described in (1) CDC Funding Opportunity Number CDC-RFA-TP12-12010302SUPP15; and (2) Awardee’s Application, Work Plan, and Budget.

AWARD AMOUNT: The maximum amount payable under this Award shall not exceed 65,296 dollars (\$65,296).

TERM OF AWARD: The term of the Award shall begin on July 1, 2015, or upon approval of this Award, and terminate on September 30, 2016. No funds may be requested or invoiced for work performed or costs incurred after September 30, 2016.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Award will be:

California Department of Public Health	Awardee: Mono County Health Department
Name: Mark Pfeifer	Name: Richard O. Johnson, M.D., MPH
Address: 1615 Capitol Ave., Suite 73.373	Address: POB 3329, 437 Old Mammoth Rd., Ste Q
City, ZIP: Sacramento, 95814	City, ZIP: Mammoth Lakes, CA 93546
Phone:916-319-8190	Phone: 760-924-1828
Fax:916-650-6420	Fax: 760-924-1831
E-mail: Mark.Pfeifer@cdph.ca.gov	E-mail: drrickjohn@gmail.com

Appendix A

Direct all inquiries to:

California Department of Public Health, Emergency Preparedness Office	Awardee: Mono County Health Department
Attention: Mark Pfeifer	Attention: Richard O. Johnson, M.D., MPH
Address: 1615 Capitol Ave., Suite 73.373	Address: POB 3329, 437 Old Mammoth Rd., Ste Q
City, Zip: Sacramento, 95814	City, Zip: Mammoth Lakes, CA 93546
Phone: 916-319-8190	Phone: 760-924-1828
Fax: 916-650-6420	Fax: 760-924-1831
E-mail: Mark.Pfeifer@cdph.ca.gov	E-mail: drrickjohn@gmail.com

Either party may change its Project Representative upon written notice to the other party.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this by this reference:

- Exhibit A CALIFORNIA WORK PLAN – PHEP SUPPLEMENTAL EBOLA PREPAREDNESS AND RESPONSE ACTIVITIES
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C STANDARD CONDITIONS
- Exhibit D ADDITIONAL PROVISIONS
- Exhibit E REQUEST FOR APPLICATION
- Exhibit F FEDERAL TERMS AND CONDITIONS

AWARDEE REPRESENTATIONS: The Awardee(s) accept all terms, provisions, and conditions of this Award, including those stated in the Exhibits incorporated by reference above. The Awardee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for funding. The Awardee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

Appendix A

IN WITNESS THEREOF, the parties have executed this Agreement Allocating Funds on the dates set forth below.

Executed By:

Date: _____

Lynda Salcido, Director
Mono County Health Department
POB 3329
437 Old Mammoth Rd., Ste Q
Mammoth Lakes, CA 93546

Date: _____

Elizabeth Stone, Chief
Contract Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.317
MS 1802, P.O. Box 997377
Sacramento, CA 95899-7377

Federal Terms and Conditions

(For federally funded Grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "Grantee" and "SubGrantee" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Air or Water Pollution Requirements
6. Lobbying Restrictions and Disclosure Certification
7. Additional Restrictions

1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Grant may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Grant were executed after that determination was made.
- b. This Grant is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Grant. In addition, this Grant is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Grant in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Grant shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Grant with 30-days advance written notice or to amend the Grant to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subGrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subGrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. **Covenant Against Contingent Fees**

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. **Air or Water Pollution Requirements**

Any federally funded grant and/or subgrants in excess of \$100,000 must comply with the following provisions unless said grant is exempt under 40 CFR 15.5.

- a. Government Grantees agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

6. **Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded grants in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

- (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

7. **Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<p><u>Mono County Health Department</u> Name of Grantee</p> <p><u>14-0001</u> Contract / Grant Number</p> <p>_____ Date</p>	<p><u>Lynda Salcido</u> Printed Name of Person Signing for Grantee</p> <p>_____ Signature of Person Signing for Grantee</p> <p><u>Director, Health Department</u> Title</p>
---	---

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
Program
P.O. Box 997377, MS XXX
Sacramento, CA 95899-XXXX

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year ____ quarter ____</p> <p>date of last report ____.</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier ____, if known:</p> <p>Congressional District, If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: ____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are 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 OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

LETTER OF ACCEPTANCE

I, Lynda Salcido, an appointed officer of the County of Mono, am duly authorized by the Mono County Board of Supervisors to accept these federal PHEP funds to build and sustain capability development under the allowable Capabilities as identified in the federal funding announcement including the associated planning, personnel, equipment, training, exercises, and healthcare coalition development to assure readiness and response capability to respond to Ebola virus disease (EVD).

Dated: _____

By: _____

Lynda Salcido, Director, Health Department

County of Mono



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 12, 2015

Departments: Clerk of the Board of Supervisors

TIME REQUIRED 30 minutes (20 minute presentation; 10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Jonathon Fusaro

SUBJECT Fish & Wildlife Presentation on Bear Funding

AGENDA DESCRIPTION:

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

Update on \$5,000 grant from the Board of Supervisors in 2010 for the Eastern Sierra Black Bear Project. Request for additional funding.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Bob Musil

PHONE/EMAIL: 760-932-5538 / bmusil@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:

Click to download

[Cover Letter](#)

History

Time	Who	Approval
5/7/2015 7:31 AM	County Administrative Office	Yes
5/6/2015 3:31 PM	County Counsel	Yes
5/6/2015 4:30 PM	Finance	Yes



<http://www.dfg.ca.gov>
Inland Deserts Region (IDR)
407 West Line Street
Bishop, CA 93514
(760) 872-1171
(760) 872-1284 FAX

March 6, 2015

Bob Musil
Mono County Clerk-Recorder-Registrar
Clerk of the Board of Supervisors
P.O. Box 756
Bridgeport, CA 93517
760-932-5538
bmusil@mono.ca.gov

Dear Mr. Musil,

Here is the overview of black bear presentation for the agenda:

Jonathan Fusaro from the California Department of Fish & Wildlife will conduct a presentation on the Eastern Sierra Black Bear Project (ESBBP) focusing on results from work completed with the \$5,000 awarded to the ESBBP in 2010 by the Board of Supervisors, plans to mitigate human-bear conflicts, and a proposal to the Board of Supervisors for additional funding to help mitigate human-bear conflicts. The presentation will take approximately 20 minutes with a chance for questions and discussion at the end.

I look forward to doing this presentation. Let me know if you need anything else from me.

Sincerely,

Jonathan Fusaro
Environmental Scientist
Bear and Mesocarnivore Programs
407 West Line St.
Bishop, CA 93514
(760) 413-9596
Jonathan.fusaro@wildlife.ca.gov



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 12, 2015

Departments: Community Development; County Counsel

TIME REQUIRED 1 hour (10 minute presentation; 50
minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

John-Carl Vallejo

SUBJECT Workshop - Combined Use Highway
Designation

AGENDA DESCRIPTION:

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

Presentation by John-Carl Vallejo & Scott Burns regarding the potential for designating county highways as combined use highways.

RECOMMENDED ACTION:

Receive presentation. Provide any desired direction to staff.

FISCAL IMPACT:

None at this time.

CONTACT NAME:

PHONE/EMAIL: /

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:

Click to download

- [Staff Report](#)
- [OHV Adventure Map](#)
- [USFS Map OHV Mono Lake Area](#)
- [USFS Map OHV Mt. Baldwin](#)

- [USFS Map OHV Casa Diablo](#)
- [USFS Map OHV Glass Mtn](#)
- [USFS Map OHV](#)
- [USFS Map OHV June Lake](#)
- [USFS Map OHV Little Antelope Valley](#)
- [USFS Map OHV Mammoth](#)
- [Proposed Highways In Bridgeport](#)
- [Proposed Highways in Walker](#)
- [Proposed Highways in Antelope Valley](#)

History

Time	Who	Approval
5/7/2015 7:30 AM	County Administrative Office	Yes
5/6/2015 5:06 PM	County Counsel	Yes
5/6/2015 4:37 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsel
John-Carl Vallejo
Christian Milovich

**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

Legal Assistant
Jennifer Senior

TO: Board of Supervisors
FROM: John-Carl Vallejo
DATE: 05/12/2015
RE: Workshop: Combined Use Highways

Recommendation:

- (1) Direct staff to prepare a work program to formally pursue designation of specified county highways as combined use highways. And provide other desired direction to staff; or
- (2) Direct staff to cease activities on this matter.

Fiscal/Mandates Impact:

If the Board directs staff to pursue combined use designations, the fiscal impact is expected to include the cost of staff time and resources to conduct coordinate with the public and other agencies (if so directed) and the cost for an environmental review.

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Discussion:

This workshop is being presented pursuant to Board direction previously given, to discuss the ways in which OHVs may drive upon County highways, and to determine if staff should pursue this matter any further.

OHV LAWS

In general, the California Vehicle Code (section 4000) prohibits “off highway vehicles” (“OHVs”) from driving upon any state or local highways. “Highways” is very broadly defined by the Vehicle Code. Vehicle Code Section 360 defines a highway as:

a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. Highway includes street.

However, Vehicle Code Section 38001 limits that definition for the purposes of OHV use purposes as follows:

the term "highway" does not include fire trails, logging roads, service roads regardless of surface composition, or other roughly graded trails and roads upon which vehicular travel by the public is permitted.

In light of the above, the general rule prohibits OHVs from driving along pretty much everything generally understood to be a road within the County except for fire trails, logging roads and service roads.

However, the Vehicle Code makes exceptions for the general rule in the following cases:

(1) section 38025(a) permits OHVs to cross a two lane highway at a 90 degree angle in specified circumstances;

(2) section 38025(b) permits OHVs to cross a highway with more than two lanes at a place specifically designated by the agency with jurisdiction over the highway after signs have been posted; and

(3) Section 38026 permits OHVs to drive on highways (< 3 mile sections) when they have been designated as “combined use” highways upon action by the agency with jurisdiction, after approval by the CHP, after the appropriate environmental review is conducted, and once the DOT has erected the appropriate signage.

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Absent shutting down a road to all traffic, there are no other exceptions to the general rule found in the Vehicle Code. As such, if the County desires to permit OHVs to drive along some or all of its highways it will need to follow the requirements of Section 38026 to designate any such highways as “combined use” highways. Section 38026 limits this designation to those highway segments that will provide a connecting link:

- (1) between off-highway motor vehicle trail segments;
- (2) between an off-highway motor vehicle recreational use area and necessary service facilities; or
- (3) between lodging facilities and an off-highway motor vehicle recreational facility.

OHV TRAILS, RECREATIONAL USE AREAS, AND RECREATIONAL FACILITIES

At this time, the California State Parks Commission (“Commission”) published a California Off-Highway Adventure Map depicting the location of OHV recreation areas within the state. That map is attached to this staff report. However, that map does not contain a substantial amount of detail regarding recreation areas, and contains no information regarding recreational facilities. During a conversation between staff and the Commission staff, we were informally advised that OHV recreation areas and recreational facilities are identified by the local BLM and Forest Service field offices and the local agency. This advice coincides with advice that the CHP gave to Inyo County (“Bishop Area CHP in most cases would rely on the appropriate land use agency to provide a designation [for a use area or a facility]”).

The Forest Service provides a number of maps depicting OHV trails within the County. Those maps are attached to this staff report. Furthermore, according to Richard Williams of the BLM’s Bishop Field Office, all BLM lands within Mono County, aside from designated wilderness, are designated as limited use areas that permit OHV riding.

At this time, a small number of highways have been identified by the Board that the County may seek to designate as “combined use.” Maps depicting those highways are also attached this staff report. Upon a review of those maps, local CHP Area Commander, Lt. Holt, informally advised that any formal proposal the County ultimately makes should identify the OHV trail segments, OHV recreational use area, necessary service facilities and the lodging facilities that will be connected by any highways that are designated as “combined use.” He also indicated a safety concern for any highway segments that do not restrict speed to less than 35mph.

Staff additionally discussed this matter with Inyo County staff, since Inyo County recently designated some of its highways as “combined use” highways. Details of Inyo County’s experience, including their public process, environmental review, and the resulting litigation, will be shared during this workshop.

If you have any questions regarding this item, please call me at 760.924.1712.

CALIFORNIA OFF-HIGHWAY ADVENTURE MAP

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z



Important Information

This California Off-Highway Adventure Map is a resource to locate legal off-highway routes in various counties, including, but not limited to, the following: Alameda, Contra Costa, Inyo, Kern, Mono, Nevada, Plumas, Sierra, and Yuba counties. All information was made to print accurate information. Due to unpredictable changes, we recommend contacting the appropriate land management agency for site-specific information including operating hours, fees and seasonal maps.

LEGEND

- U.S. Forest Service
- Bureau of Land Management
- California State Parks
- CALPRIS Prisons

SCALE

0 20 40 60 80 100 miles
0 30 60 100 kilometers

SCALE: 1:2,000,000

COMPASS

ROUTE NUMBER	ROUTE NAME	COUNTY	ROUTE TYPE	ROUTE LENGTH (MILES)	ROUTE STATUS
1	Alameda County	Alameda	Trail	10	Open
2	Alameda County	Alameda	Trail	15	Open
3	Alameda County	Alameda	Trail	20	Open
4	Alameda County	Alameda	Trail	25	Open
5	Alameda County	Alameda	Trail	30	Open
6	Alameda County	Alameda	Trail	35	Open
7	Alameda County	Alameda	Trail	40	Open
8	Alameda County	Alameda	Trail	45	Open
9	Alameda County	Alameda	Trail	50	Open
10	Alameda County	Alameda	Trail	55	Open
11	Alameda County	Alameda	Trail	60	Open
12	Alameda County	Alameda	Trail	65	Open
13	Alameda County	Alameda	Trail	70	Open
14	Alameda County	Alameda	Trail	75	Open
15	Alameda County	Alameda	Trail	80	Open
16	Alameda County	Alameda	Trail	85	Open
17	Alameda County	Alameda	Trail	90	Open
18	Alameda County	Alameda	Trail	95	Open
19	Alameda County	Alameda	Trail	100	Open
20	Alameda County	Alameda	Trail	105	Open
21	Alameda County	Alameda	Trail	110	Open
22	Alameda County	Alameda	Trail	115	Open
23	Alameda County	Alameda	Trail	120	Open
24	Alameda County	Alameda	Trail	125	Open
25	Alameda County	Alameda	Trail	130	Open
26	Alameda County	Alameda	Trail	135	Open
27	Alameda County	Alameda	Trail	140	Open
28	Alameda County	Alameda	Trail	145	Open
29	Alameda County	Alameda	Trail	150	Open
30	Alameda County	Alameda	Trail	155	Open
31	Alameda County	Alameda	Trail	160	Open
32	Alameda County	Alameda	Trail	165	Open
33	Alameda County	Alameda	Trail	170	Open
34	Alameda County	Alameda	Trail	175	Open
35	Alameda County	Alameda	Trail	180	Open
36	Alameda County	Alameda	Trail	185	Open
37	Alameda County	Alameda	Trail	190	Open
38	Alameda County	Alameda	Trail	195	Open
39	Alameda County	Alameda	Trail	200	Open
40	Alameda County	Alameda	Trail	205	Open
41	Alameda County	Alameda	Trail	210	Open
42	Alameda County	Alameda	Trail	215	Open
43	Alameda County	Alameda	Trail	220	Open
44	Alameda County	Alameda	Trail	225	Open
45	Alameda County	Alameda	Trail	230	Open
46	Alameda County	Alameda	Trail	235	Open
47	Alameda County	Alameda	Trail	240	Open
48	Alameda County	Alameda	Trail	245	Open
49	Alameda County	Alameda	Trail	250	Open
50	Alameda County	Alameda	Trail	255	Open
51	Alameda County	Alameda	Trail	260	Open
52	Alameda County	Alameda	Trail	265	Open
53	Alameda County	Alameda	Trail	270	Open
54	Alameda County	Alameda	Trail	275	Open
55	Alameda County	Alameda	Trail	280	Open
56	Alameda County	Alameda	Trail	285	Open
57	Alameda County	Alameda	Trail	290	Open
58	Alameda County	Alameda	Trail	295	Open
59	Alameda County	Alameda	Trail	300	Open
60	Alameda County	Alameda	Trail	305	Open
61	Alameda County	Alameda	Trail	310	Open
62	Alameda County	Alameda	Trail	315	Open
63	Alameda County	Alameda	Trail	320	Open
64	Alameda County	Alameda	Trail	325	Open
65	Alameda County	Alameda	Trail	330	Open
66	Alameda County	Alameda	Trail	335	Open
67	Alameda County	Alameda	Trail	340	Open
68	Alameda County	Alameda	Trail	345	Open
69	Alameda County	Alameda	Trail	350	Open
70	Alameda County	Alameda	Trail	355	Open
71	Alameda County	Alameda	Trail	360	Open
72	Alameda County	Alameda	Trail	365	Open
73	Alameda County	Alameda	Trail	370	Open
74	Alameda County	Alameda	Trail	375	Open
75	Alameda County	Alameda	Trail	380	Open
76	Alameda County	Alameda	Trail	385	Open
77	Alameda County	Alameda	Trail	390	Open
78	Alameda County	Alameda	Trail	395	Open
79	Alameda County	Alameda	Trail	400	Open
80	Alameda County	Alameda	Trail	405	Open
81	Alameda County	Alameda	Trail	410	Open
82	Alameda County	Alameda	Trail	415	Open
83	Alameda County	Alameda	Trail	420	Open
84	Alameda County	Alameda	Trail	425	Open
85	Alameda County	Alameda	Trail	430	Open
86	Alameda County	Alameda	Trail	435	Open
87	Alameda County	Alameda	Trail	440	Open
88	Alameda County	Alameda	Trail	445	Open
89	Alameda County	Alameda	Trail	450	Open
90	Alameda County	Alameda	Trail	455	Open
91	Alameda County	Alameda	Trail	460	Open
92	Alameda County	Alameda	Trail	465	Open
93	Alameda County	Alameda	Trail	470	Open
94	Alameda County	Alameda	Trail	475	Open
95	Alameda County	Alameda	Trail	480	Open
96	Alameda County	Alameda	Trail	485	Open
97	Alameda County	Alameda	Trail	490	Open
98	Alameda County	Alameda	Trail	495	Open
99	Alameda County	Alameda	Trail	500	Open
100	Alameda County	Alameda	Trail	505	Open

OFF-HIGHWAY ROUTES (in Orange) | OFF-HIGHWAY ROUTES (in Blue) | OFF-HIGHWAY ROUTES (in Green) | OFF-HIGHWAY ROUTES (in Red)

Map prepared by the Department of Parks and Recreation, State of California

OPERATOR RESPONSIBILITIES

Operating a motor vehicle on National Forest System roads, National Forest System trails, and in areas of National Forest System lands carries a greater responsibility than operating that vehicle in a city or other developed setting. Not only must you know and follow all applicable laws, you must also be aware of the natural environment as well as other forest users. The misuse of motor vehicles can lead to the temporary or permanent closure of any designated road, trail, or area. As a motor vehicle operator, you are also subject to State traffic law, including State requirements for licensing, registration, and operation of the vehicle in question.

Motor vehicle use on National Forest System roads, trails, and areas may also be subject to temporary emergency closures. As a visitor you must comply with signs, nothing you do or say can exempt you from these closures. A national forest may issue an order to close a road, trail, or area on a temporary basis to protect the life, health or safety of forest visitors or the natural or cultural resources in these areas. Such a temporary closure may be in effect at any time, with or without advance notice. Motor vehicle use on National Forest System roads, trails, and areas may also be subject to temporary emergency closures. As a visitor you must comply with signs, nothing you do or say can exempt you from these closures. A national forest may issue an order to close a road, trail, or area on a temporary basis to protect the life, health or safety of forest visitors or the natural or cultural resources in these areas. Such a temporary closure may be in effect at any time, with or without advance notice.

As a motor vehicle operator on a National Forest System road, trail, or area, you must comply with this map, the State traffic laws, and any other applicable laws and regulations. Compliance with these rules is your responsibility.

PROHIBITIONS

It is prohibited to possess, or operate a motor vehicle on National Forest System lands on the Inyo National Forest, other than in accordance with these designations (36 CFR 261.13).

Vehicle of 36 CFR 261.13 are subject to a fine of up to \$5,000, or 30 days of confinement for a first offense, and up to \$6,000, or 60 days of confinement for a second offense, U.S.C. 3571(e). This prohibition applies regardless of the presence or absence of signs.

This map does not display nonmotorized uses, over-snow uses, or other facilities and attractions on the Inyo National Forest. Obtain forest visitor information from the local national forest office, trails, and areas may also be subject to temporary emergency closures. As a visitor you must comply with signs, nothing you do or say can exempt you from these closures. A national forest may issue an order to close a road, trail, or area on a temporary basis to protect the life, health or safety of forest visitors or the natural or cultural resources in these areas. Such a temporary closure may be in effect at any time, with or without advance notice.

Motor vehicle use on National Forest System roads, trails, and areas may also be subject to temporary emergency closures. As a visitor you must comply with signs, nothing you do or say can exempt you from these closures. A national forest may issue an order to close a road, trail, or area on a temporary basis to protect the life, health or safety of forest visitors or the natural or cultural resources in these areas. Such a temporary closure may be in effect at any time, with or without advance notice.

EXPLANATION OF LEGEND ITEMS

Roads Open to Highway Legal Vehicles Only:
These roads are open only to motor vehicles licensed under State law for general operation on all public roads within the State.

Roads Open to All Vehicles:
These roads are open to all motor vehicles, including smaller off-highway vehicles that may not be licensed for highway use (but not to oversize or overweight vehicles under State traffic law).

Trails Open to All Vehicles:
These trails are open to all motor vehicles, including both highway legal and nonhighway legal vehicles.

Trails Open to Vehicles 50' or Less in Width:
These trails are open only to motor vehicles less than 50 inches in width at the widest point on the vehicle.

Trails Open to Motorcycles Only:
These trails are open only to motorcycles. Sidecars are not permitted.

Seasonal Designation:
This symbol, used in conjunction with one of the other road or trail symbols, indicates that the road or trail is open only during certain portions of the year. Refer to Seasonal and Special Designation Table for further instructions.

Other Public Roads and Trails:
Highways, U.S. State
Other Public Roads
Other Public Trails

These symbols are used to show routes the Forest Service does not have jurisdiction over and has not designated for motorized use. These symbols are part of the reference layers showing connections to towns and cities outside the forest boundary.

Legend

- Roads Open to Highway Legal Vehicles
- Trails Open to All Vehicles
- Trails Open to Vehicles 50' or Less in Width
- Trails Open to Motorcycles Only
- Seasonal Designation (See Seasonal Designation Table)
- Highways, U.S. State
- Other Public Roads
- Other Public Trails
- Short Route Identifier (See Short Route Table)
- Areas Open to Cross-Country Travel
- Forest Service Campground
- Picnic Area
- Information Site
- Peaks
- Forest Boundary
- National Forest System Lands
- Non-National Forest System Lands Within the National Forest
- Wilderness Areas
- State Boundary
- Lakes

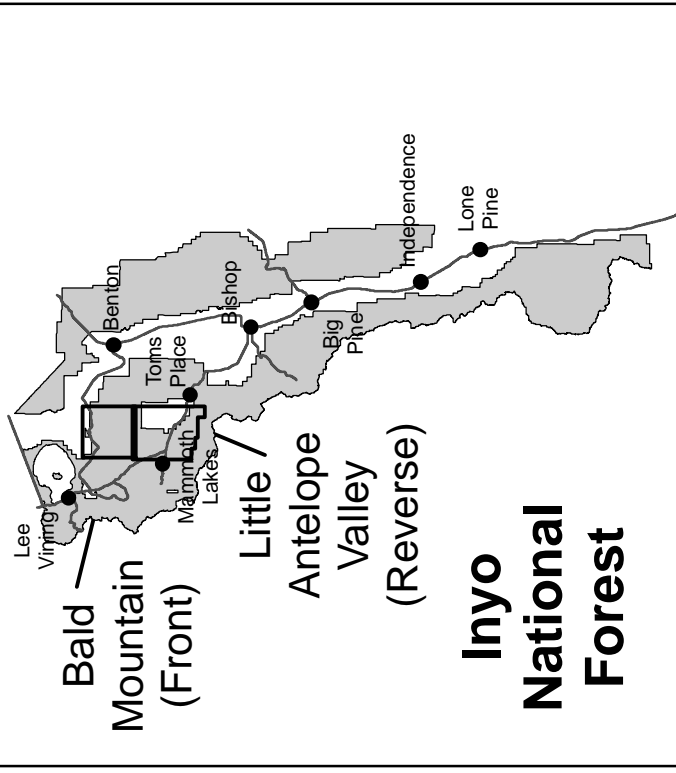
0 0.5 1 2 Miles

Short Route Table - Bald Mountain Map

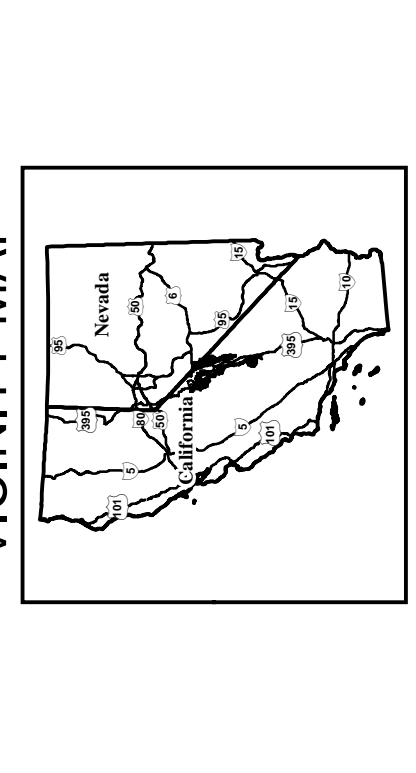
Roads Open to All Vehicles, Yearlong	
Route Number	Length in Feet
01S144A	380
01S149B	314
01S155A	486
01S160B	422
01S161A	67
01S161B	140
02S044-2	354
02S34C	166
02S09D	489
28E101	489

Trails Open to All Vehicles, Yearlong	
Route Number	Length in Feet
01S144A	380
02S07E	92
02S07G	431
02S52A	205
02S52C	225
02S52D	179
02S162A	348
02S176B	170
03S47C	407

INDEX MAP



VICINITY MAP



Short Route Table - Bald Mountain Map

Roads Open to All Vehicles, Yearlong	
Route Number	Length in Feet
01N02D	288
01N02E	137
01N02G	350
01N02H	412
01N02J	216
01N02K	469
01N02M	254
01N02N	87
01N02Q	180
01N02U	297
01S02C	320
01S04B	160
01S04C	106
01S04E	357
01S04F	37
01S04G	462
01S04J	331

Trails Open to All Vehicles, Yearlong	
Route Number	Length in Feet
01S04K	405
01S11B	372
01S17F	304
01S17N	314
01S17Q	369
01S19C	387
01S21H	228
01S27M	237
01S27V	353
01S27V	228
01S51A	294
01S51B	267
01S56A	256
01S56D	242
01S56E	77
01S138D	207
01S138E	217

PURPOSE AND CONTENTS OF THIS MAP

The designations shown on this motor vehicle use map (MVUM) were made by the responsible official pursuant to 36 CFR 212.51; are effective as of the date on the front cover of this map and will remain in effect until superseded by next year's MVUM.

Ed Armenta, Inyo National Forest

It is the responsibility of the user to acquire the current MVUM. This map shows the National Forest System roads, trails, and areas on National Forest System lands in the Inyo National Forest that are designated for motor vehicle use pursuant to 36 Code of Federal Regulations (CFR) 212.51. This MVUM also identifies the vehicle classes allowed on each route and in each area, and any seasonal restrictions that apply on those routes and in those areas.

Designation of a road, trail, or area for motor vehicle use by a particular class of vehicle under 36 CFR 212.51 should not be interpreted as encouraging or inviting use or implying that the road, trail, or area is passable, actively maintained, or safe for travel. Motor vehicle designations include parking along designated roads and at facilities associated with designated roads when it is safe to do so and when not causing damage to resources or natural events may render designated areas and trails impassable for extended periods. Designated areas may contain dangerous or impassable terrain. Many designated roads or trails may be passable only by high-clearance vehicles or four-wheel-drive vehicles. Maintenance of designated roads and trails will depend on available resources, and many may receive little maintenance.

This motor vehicle use map identifies those roads, trails, and areas designated for the motor vehicle use under 36 CFR 212.51. This is a limited purpose map. The public roads and areas shown for information and navigation purposes only and are not subject to designation under the Forest Service travel management regulation.

These designations apply only to National Forest System roads, National Forest System trails, and areas on National Forest System lands.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibitions apply to all programs.) Persons who have been previously notified of their status as individuals with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Motor Vehicle Use Map

Inyo National Forest

Bald Mountain & Little Antelope Valley

CALIFORNIA Forest Service
United States Department of Agriculture
INFORMATION SOURCES

Forest Supervisor's Office
Inter-Agency Visitor Center
357 Pacific Lane, Suite 200
Lone Pine, CA 93545
(760) 875-2400
(760) 876-6222
(760) 876-6225 TDD

Mono Basin Ranger Station
& Visitor Center
Lone Pine, CA 93541
(760) 873-2408
(760) 874-3408
(760) 647-3445 TDD

White Mountain Ranger Station
PO Box 86545
Lone Pine, CA 93544
(760) 875-6200
(760) 876-6201 TDD

In Case of Emergency
Call 911
Please be advised that many areas of the forest are not covered by regular cell phone service.



OPERATOR RESPONSIBILITIES

Operating a motor vehicle on National Forest System roads, National Forest System trails, and in areas on National Forest System lands carries a greater responsibility than operating that vehicle in a city or other developed setting. Not only must you know and follow all laws and regulations, you must also be aware of the environment as well as other forest users. The misuse of motor vehicles can lead to the temporary or permanent closure of any designated road, trail, or area. As a motor vehicle operator, you are also subject to State traffic law, including State requirements for licensing, registration, and operation of the vehicle in question.

Operating a motor vehicle on a highway vehicle use trail involves inherent risks that may cause property damage, serious injury, and possibly death to participants. Drive cautiously and anticipate rough surfaces and features, such as snow, mud, vegetation, and water crossings common to remote driving conditions. By your participation, you voluntarily assume full responsibility for these damages, risks, and dangers, take care at all times to follow all laws and regulations, and accept full legal responsibility. Much of the Inyo National Forest is remote. Medical assistance may not be readily available. Cellular telephones do not work in many areas of the Inyo National Forest. Take adequate food, water, first-aid supplies, and other equipment appropriate for the conditions and experience level of all participants.

MEMBERS TO RESPECT PRIVATE LAND! PROTECT YOUR PRIVILEGE. STAY ON DESIGNATED ROADS AND TRAILS AND IN DESIGNATED AREAS.

Read and understand this map in its entirety. If you have questions please contact the Inyo National Forest for clarification.

As a motor vehicle operator on a National Forest System road, trail, or area, you must comply with this map, laws, and regulations. Compliance with these rules is your responsibility.

EXPLANATION OF LEGEND ITEMS

- Roads Open to Highway Legal Vehicles
- Trails Open to All Vehicles
- State law for general operation on all public roads within the State.
- Roads Open to All Vehicles:
- These roads are open to all motor vehicles, including smaller off-highway vehicles that may not be licensed for highway use (but not to oversize or overweight vehicles under State traffic law).
- Trails Open to All Vehicles:
- These trails are open to all motor vehicles, including both highway legal and nonhighway legal vehicles.
- Trails Open to Vehicles 50' or Less in Width:
- These trails are open only to motor vehicles less than 50 inches in width at the widest point on the vehicle.
- Trails Open to Motorcycles Only:
- These trails are open only to motorcycles. Sidecars are not permitted.
- Seasonal Designation:
- This symbol, used in conjunction with one of the other road or trail symbols, indicates that the road or trail is open only during certain portions of the year. Refer to Seasonal and Special Designation Table for further instructions.
- Other Public Roads and Trails:
- Highways, U.S. State
- Other Public Trails

Short Route Table - Casa Diablo Map
Routes Less Than 500 Feet

Route Number	Length in Feet	Route Number	Length in Feet
04S11E	457	04S12P	277
04S12A	440	04S15B	481
04S12A-1	46	04S15C	104
04S12B	368	04S17A	277
04S12E-1	213	04S17B-1	429
04S12E-2	350	04S18	330
04S12E-3	289	04S18A	252
04S12E-4	331	04S18B	238
04S12G-1	376	04S18C	443
04S12J	411	04S18D	344
04S12M-4	410		

Legend

- Roads Open to Highway Legal Vehicles
- Trails Open to All Vehicles
- Trails Open to Vehicles 50' or Less in Width
- Trails Open to Motorcycles Only
- Seasonal Designation (See Seasonal Designation Table)
- Highways, U.S. State
- Other Public Roads
- Other Public Trails
- Short Route Identifier (See Short Route Table)
- Areas Open to Cross-Country Travel
- Forest Service Campground
- Plenic Area
- Information Site
- Peaks
- Forest Boundary
- National Forest System Lands
- Non-National Forest System Lands within the National Forest
- Wilderness Areas
- State Boundary
- Lakes

Short Route Table - Casa Diablo Map
Routes Less Than 500 Feet

Route Number	Length in Feet	Route Number	Length in Feet
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04S12E-4	331	04S18B	238
04S12G-1	376	04S18C	443
04S12J	411	04S18D	344
04S12M-4	410		

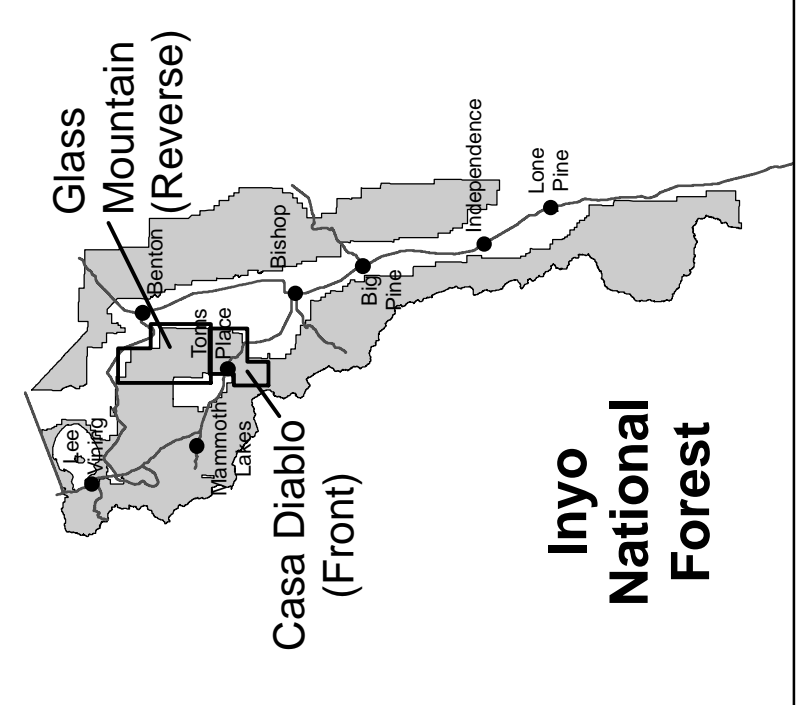
Motor Vehicle Use Map
Inyo National Forest
Casa Diablo & Glass Mountain

CALIFORNIA FOREST SERVICE
United States Department of Agriculture
INFORMATION SOURCES

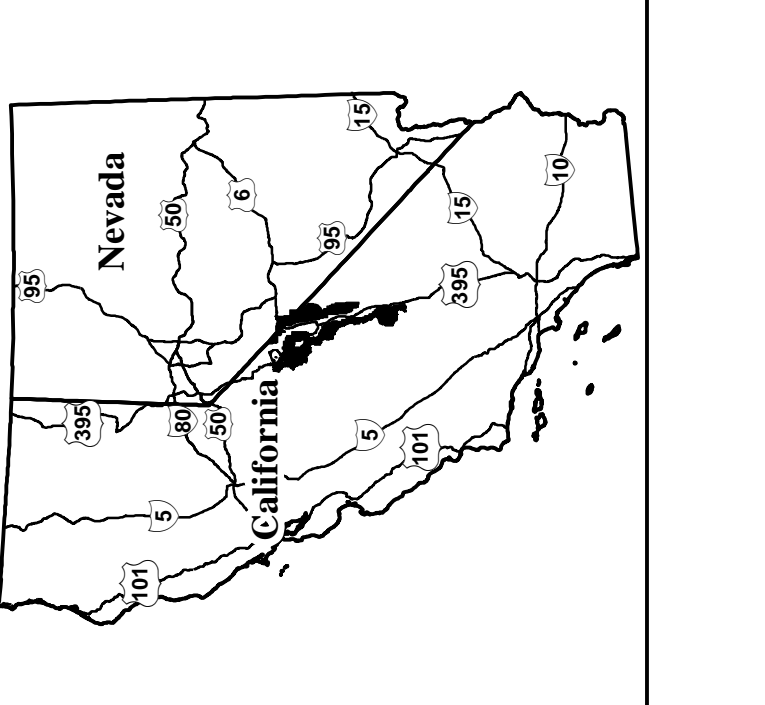
- Forest Supervisor's Office**
Inyo National Forest
357 Pacific Lane, Suite 200
Bishop, CA 93514
(760) 875-2400
(760) 919-2536 TDD
- Mammoth Ranger Station & Visitor Center**
Mammoth Lakes, CA 93546
(760) 924-5500
(760) 924-4531 TDD
- White Mountain Ranger Station**
P.O. Box 65245
Lone Pine, CA 93544
(760) 876-6300
(760) 876-6201 TDD
- Inyo National Forest Website:** www.fs.usda.gov/inyo
- Inter-Agency Visitor Center**
(Intersection on Hwy 95 and Hwy 156)
Lone Pine, CA 93545
(760) 876-6222
(760) 876-6223 TDD
- Mono Basin Ranger Station & Visitor Center**
Lee Vining, CA 93541
(760) 873-2408
(760) 647-3945 TDD



INDEX MAP



VICINITY MAP



Campground Notes

- All roads within Holiday Campground are open to All Vehicles, Yearlong.
- All roads within Upper and Lower Pine Grove Campgrounds are open to Highway Legal Vehicles, Yearlong.

Short Route Table - Casa Diablo Map
Routes Less Than 500 Feet

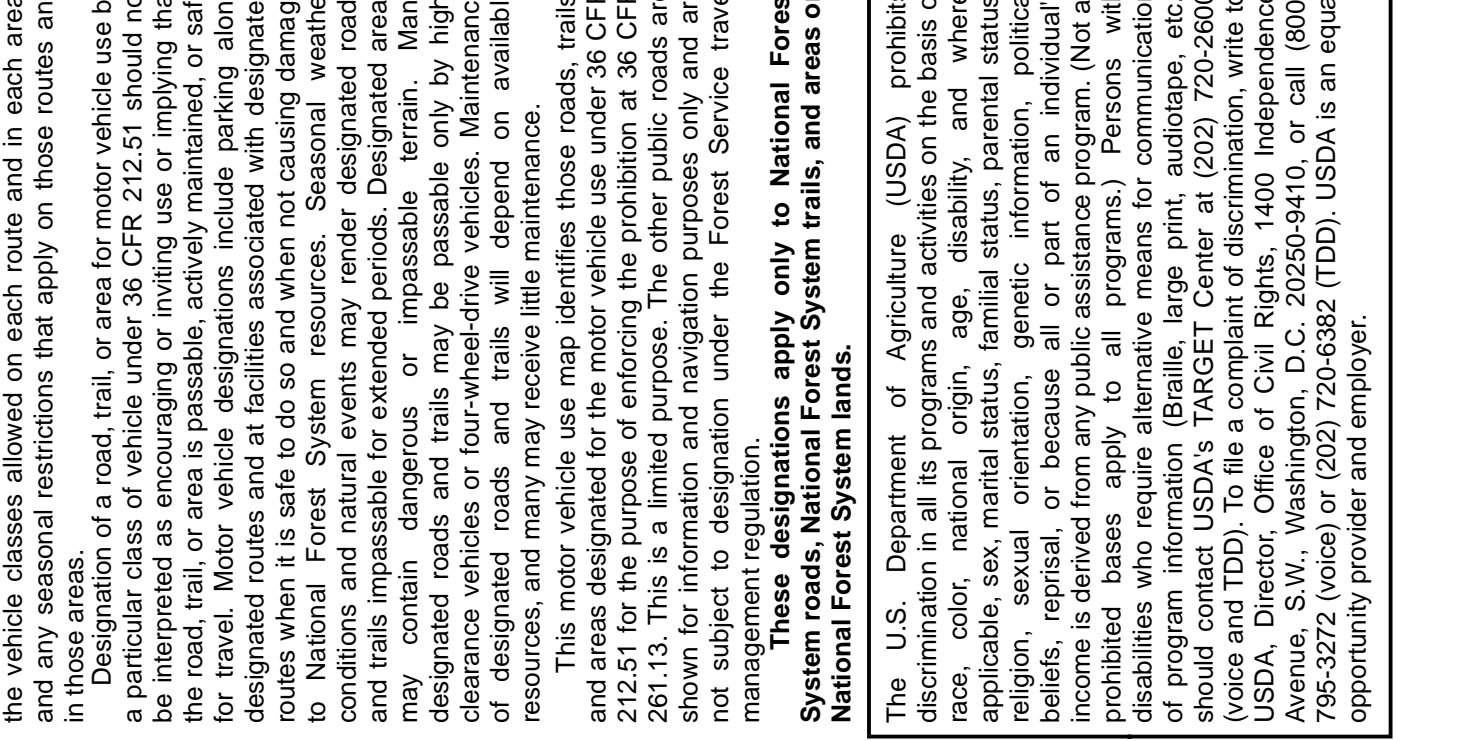
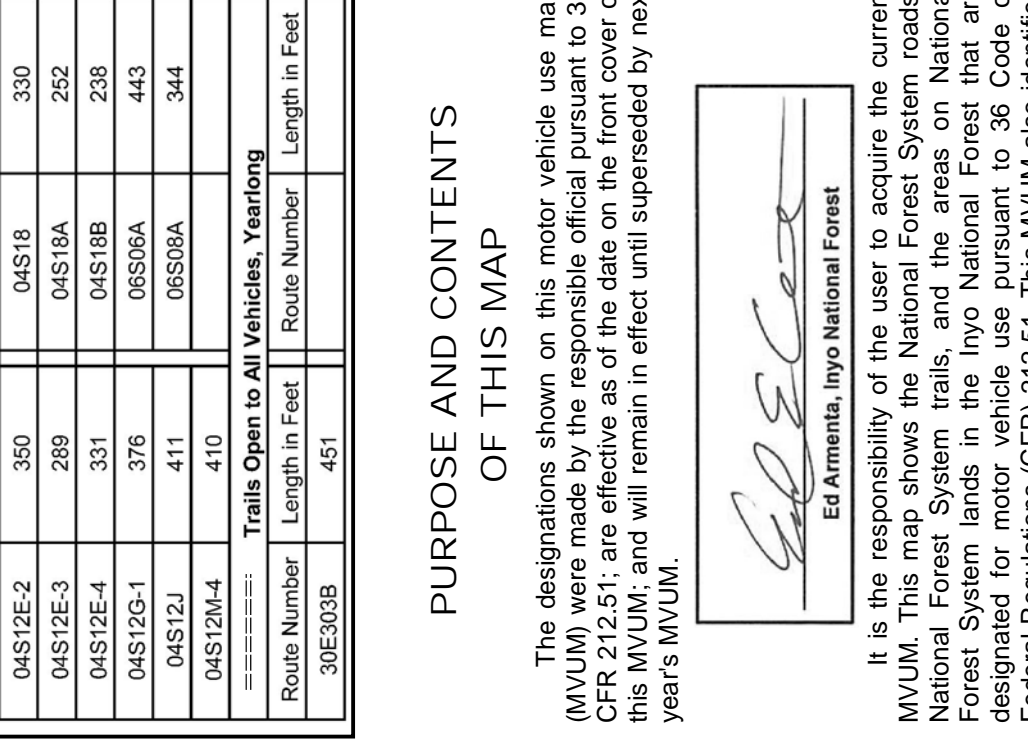
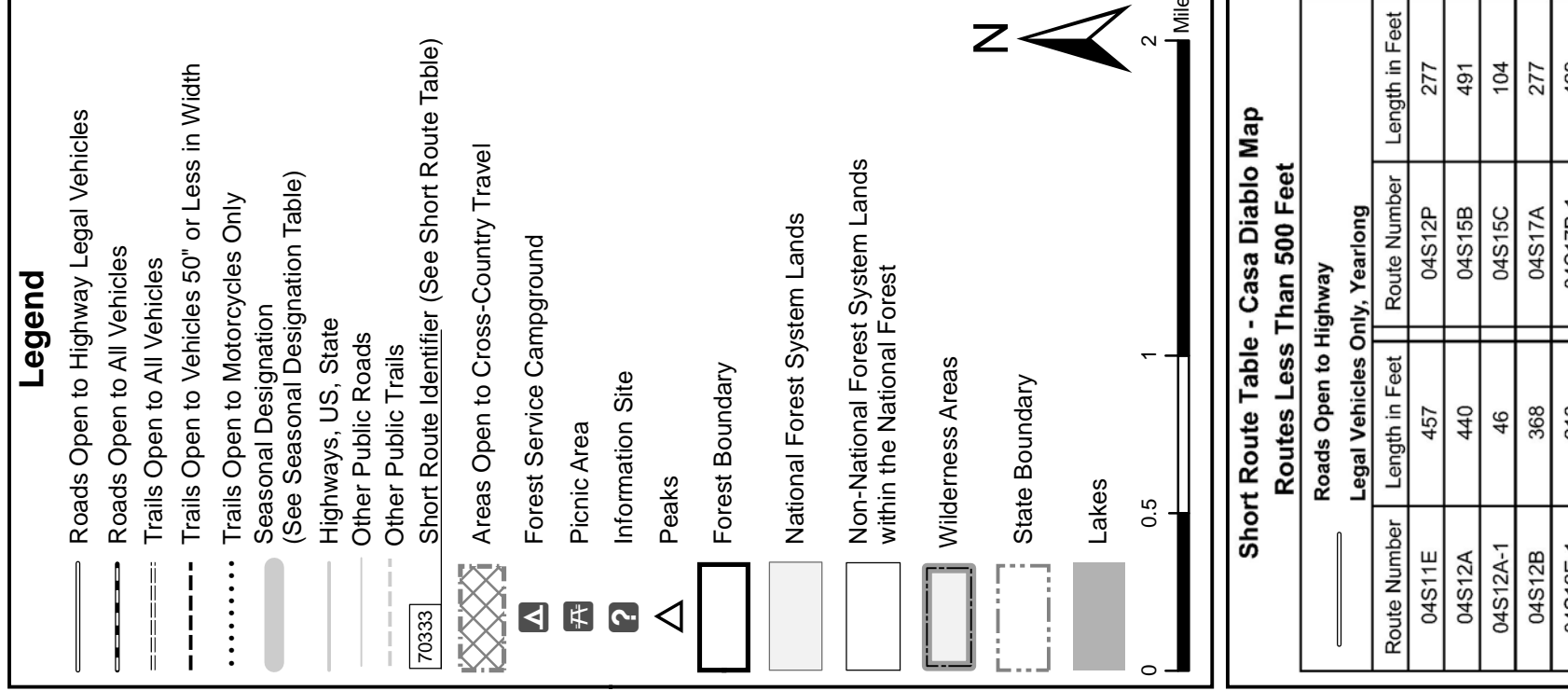
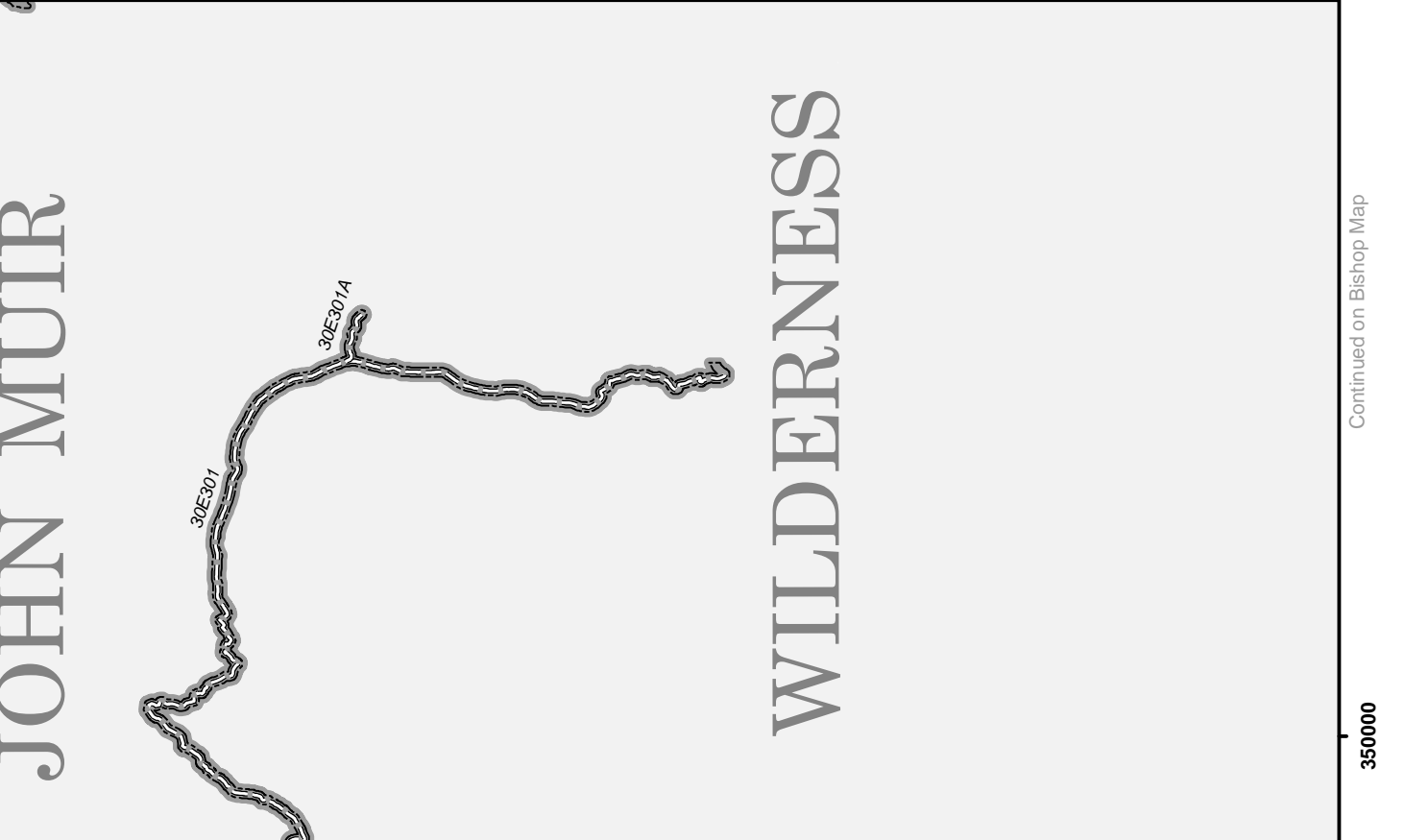
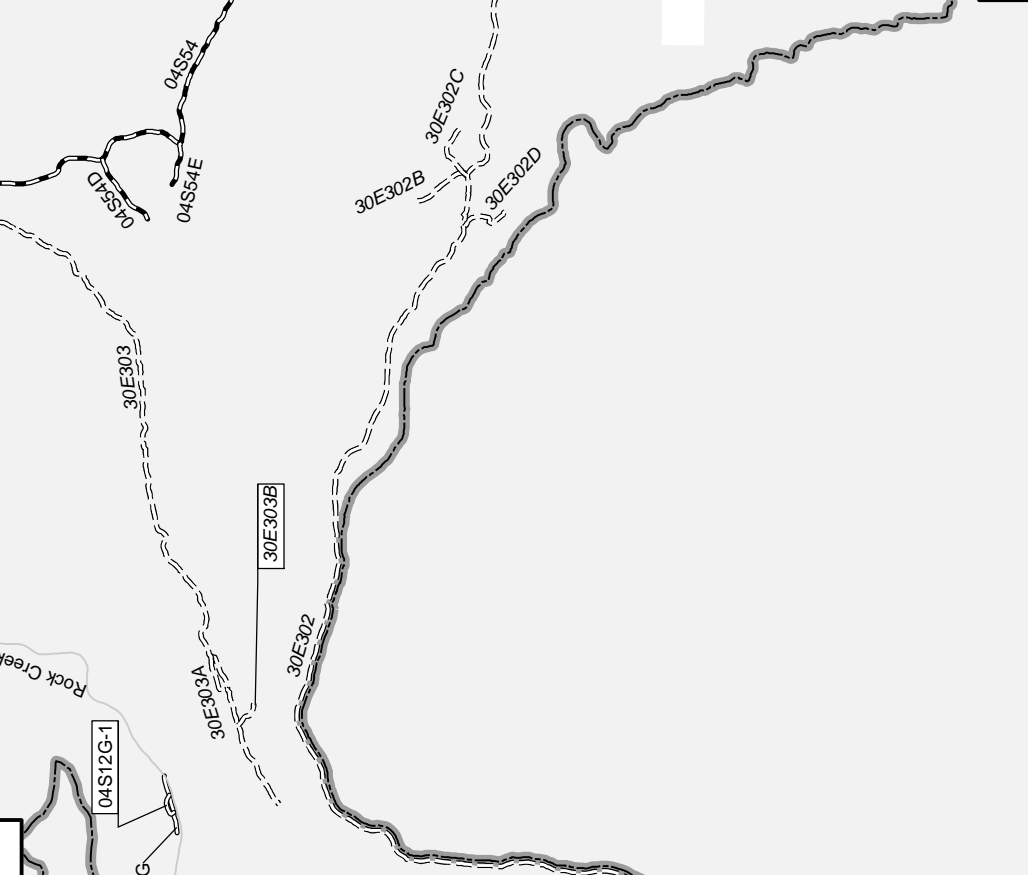
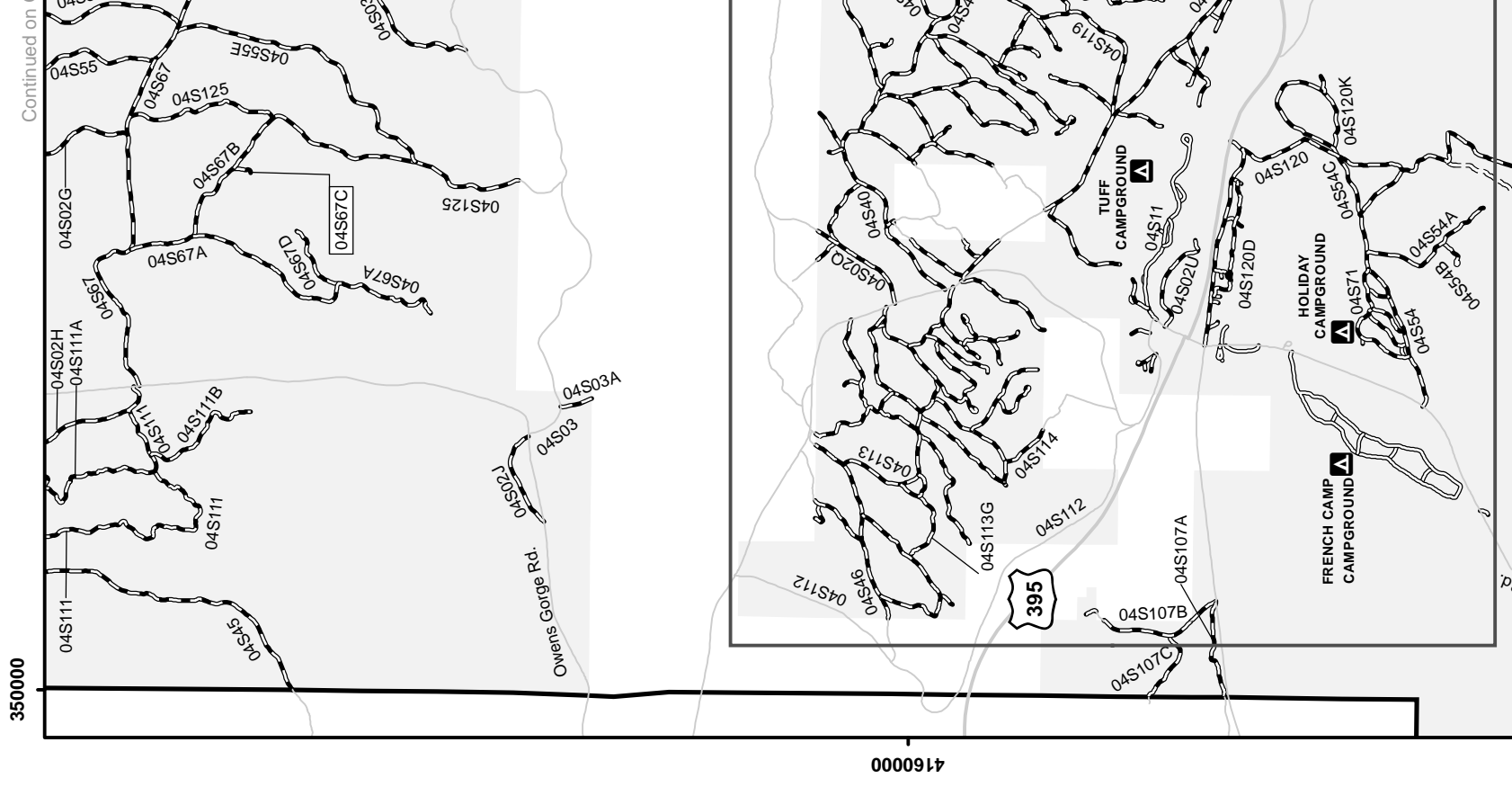
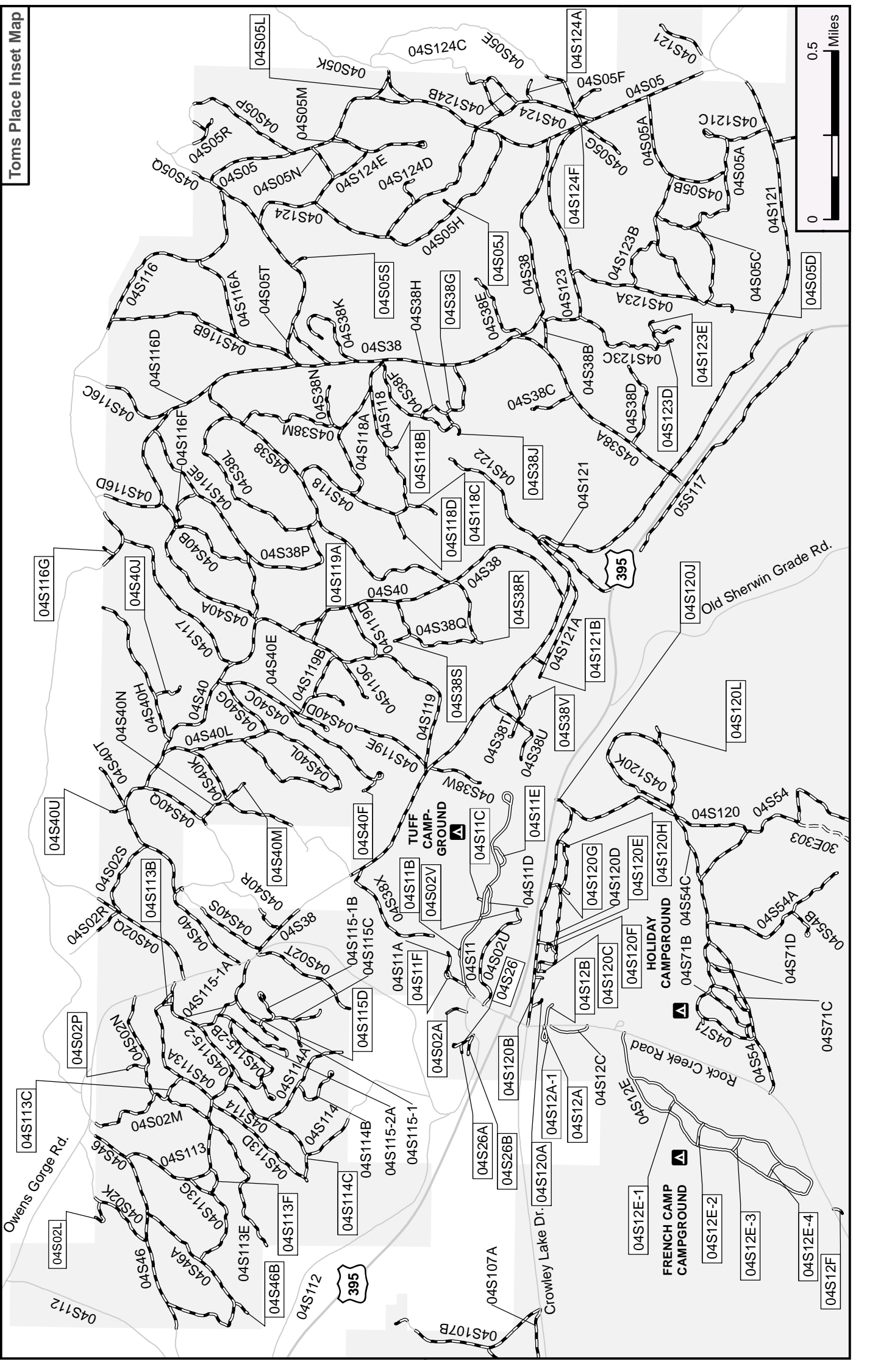
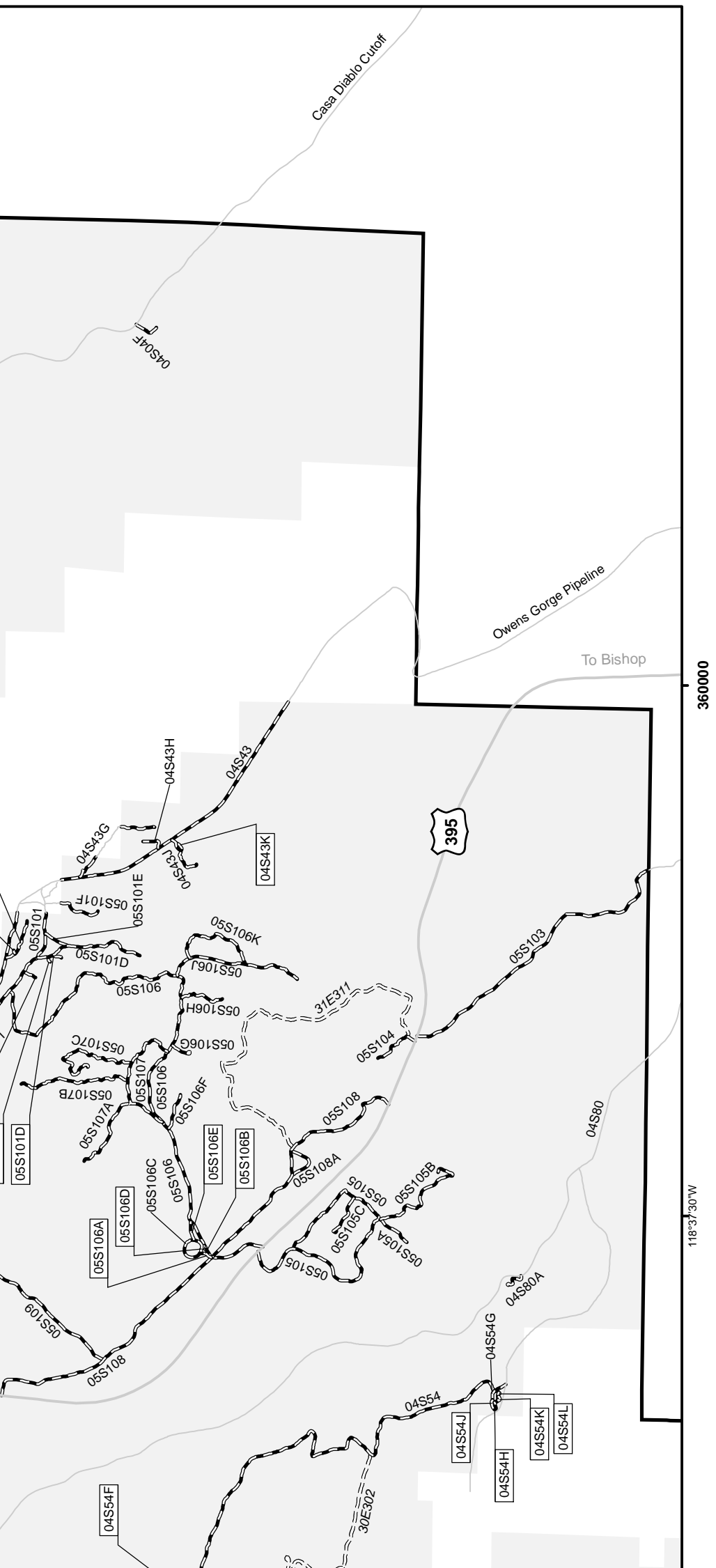
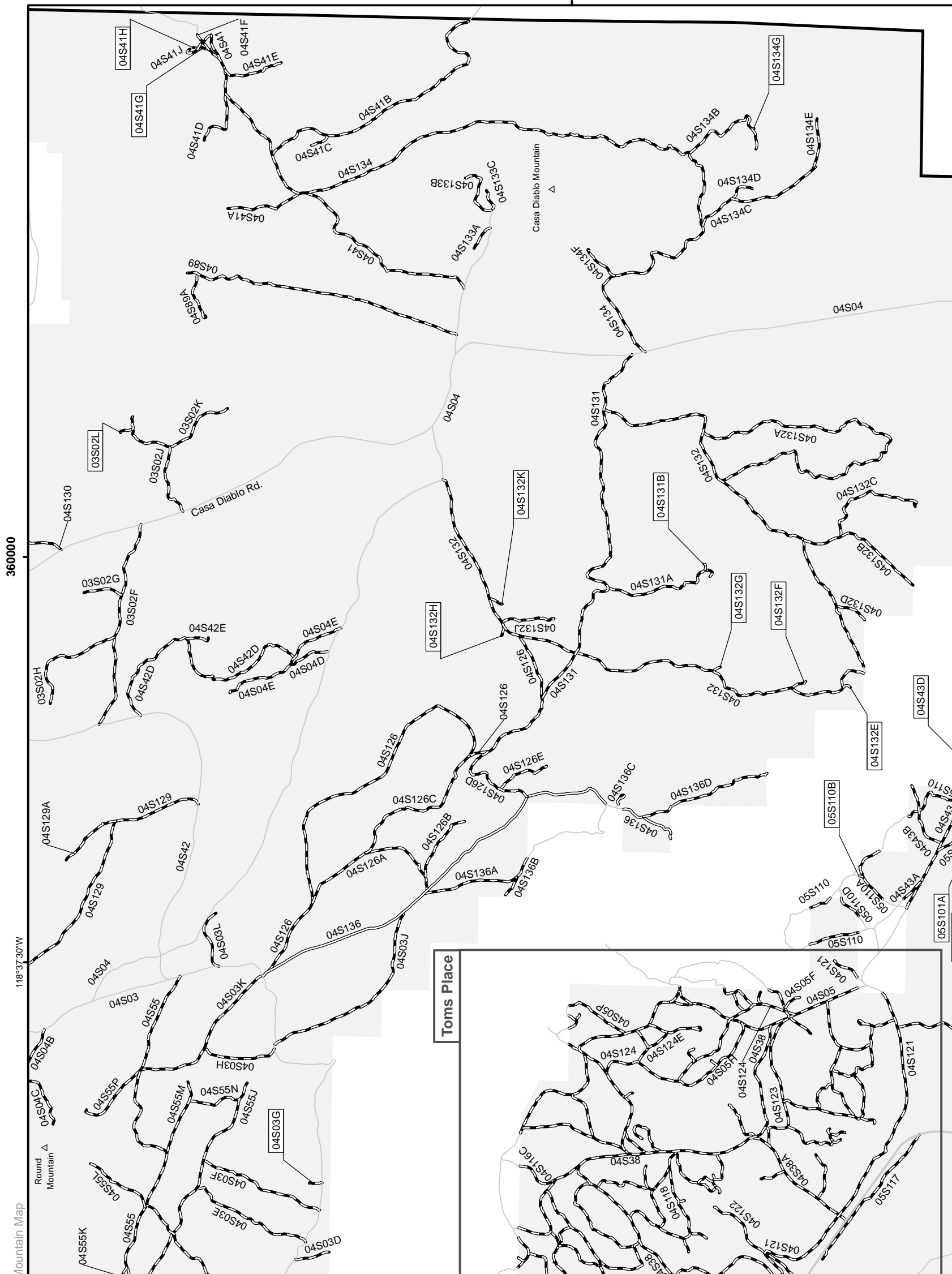
Route Number	Length in Feet	Route Number	Length in Feet
04S02L	377	04S113B	152
04S02A	543	04S113C	397
04S02P	475	04S113F	476
04S02P	324	04S114C	376
04S02V	173	04S115D	463
04S03S	378	04S116G	194
04S05D	467	04S116B	178
04S05L	224	04S116C	486
04S05E	420	04S116D	465
04S05S	256	04S119A	429
04S11B	175	04S120A	224
04S11C	99	04S120B	158
04S11F	192	04S120C	134
04S12F	188	04S120E	363
04S12Q	256	04S120F	104
04S15E	276	04S120S	350
04S26	441	04S120H	183
04S26A	154	04S120J	249
04S26B	283	04S120L	311
04S26S	131	04S121B	216
04S36J	227	04S123D	249
04S38R	119	04S123E	232
04S38S	266	04S124A	372
04S38V	361	04S124F	186
04S40F	275	04S131B	195
04S40M	482	04S132E	220
04S40N	377	04S132F	449
04S40U	251	04S132G	222
04S41G	410	04S132H	314
04S41H	267	04S132K	396
04S43D	88	04S134G	57
04S43K	254	04S101A	308
04S46B	270	04S101C	126
04S46H	304	04S101D	216
04S46H	443	04S106A	296
04S44	65	04S106B	148
04S44	152	04S106D	110
04S44	77	04S106E	432
04S67C	346	04S110B	106

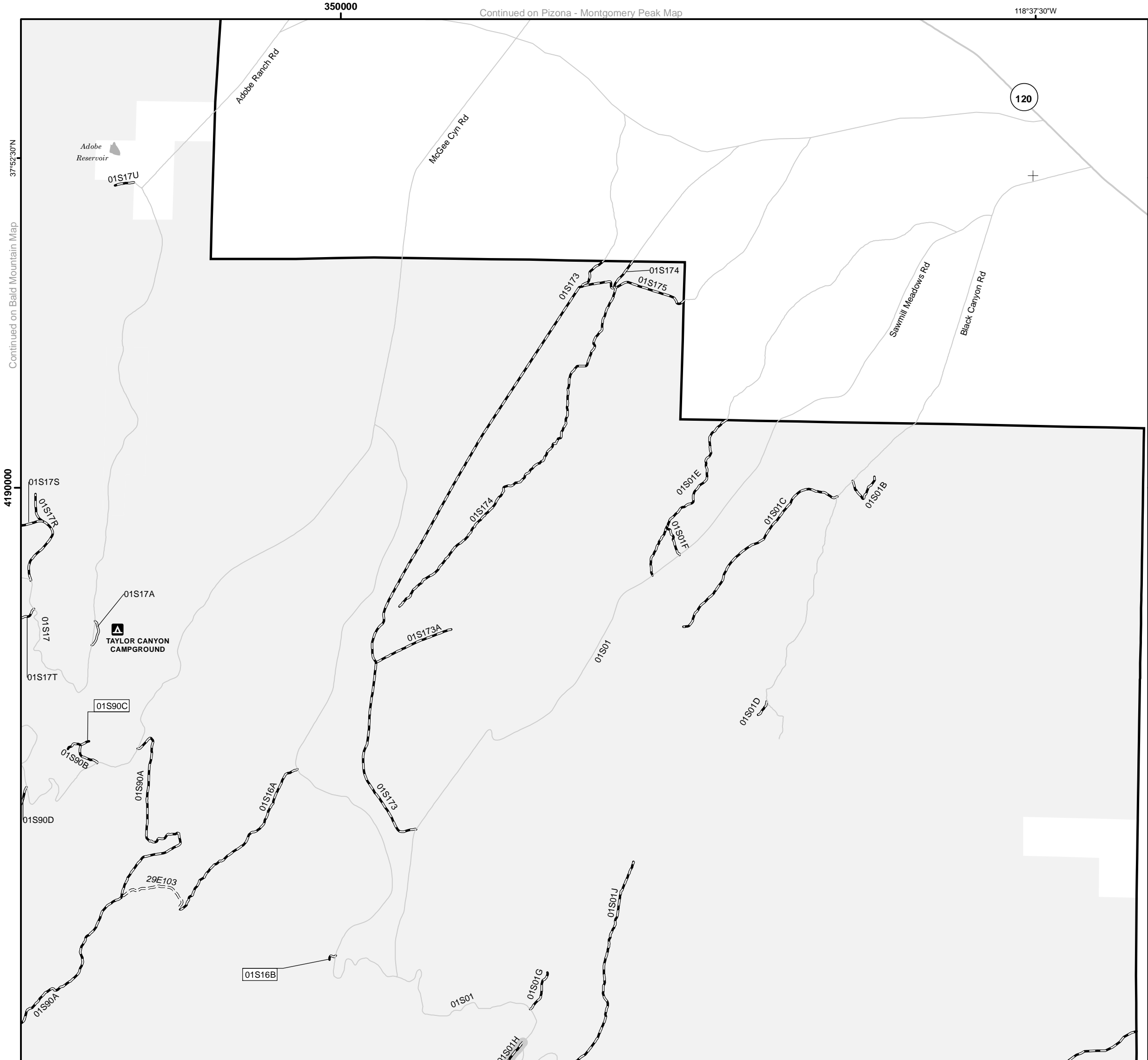
JOHN MUIR WILDERNESS

ASPER GROUP CAMPGROUND
FRENCH CAMP CAMPGROUND
HOLIDAY CAMP CAMPGROUND
FRENCH CAMP CAMPGROUND
HOLIDAY CAMP CAMPGROUND
FRENCH CAMP CAMPGROUND
HOLIDAY CAMP CAMPGROUND

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ASPER GROUP CAMPGROUND
FRENCH CAMP CAMPGROUND
HOLIDAY CAMP CAMPGROUND
FRENCH CAMP CAMPGROUND
HOLIDAY CAMP CAMPGROUND
FRENCH CAMP CAMPGROUND
HOLIDAY CAMP CAMPGROUND





Continued on Bald Mountain Map

4190000

4190000

4170000

37°32'30"N

North American Datum of 1983 (NAD 83)
Universal Transverse Mercator, Zone 11

EXPLANATION OF LEGEND ITEMS

Roads Open to Highway Legal Vehicles Only:

These roads are open only to motor vehicles licensed under State law for general operation on all public roads within the State.

Roads Open to All Vehicles:

These roads are open to all motor vehicles, including smaller off-highway vehicles that may not be licensed for highway use (but not to oversize or overweight vehicles under State traffic law).

Trails Open to All Vehicles:

These trails are open to all motor vehicles, including both highway legal and nonhighway legal vehicles.

Trails Open to Vehicles 50" or Less in Width:

These trails are open only to motor vehicles less than 50 inches in width at the widest point on the vehicle.

Trails Open to Motorcycles Only:

These trails are open only to motorcycles. Sidecars are not permitted.

Seasonal Designation:

This symbol, used in conjunction with one of the other road or trail symbols, indicates that the road or trail is open only during certain portions of the year. Refer to Seasonal and Special Designation Table for further instructions.

Other Public Roads and Trails:

Highways, U.S., State
Other Public Roads
Other Public Trails

These symbols are used to show routes the Forest Service does not have jurisdiction over and has not designated for motorized use. These symbols are part of the reference layers showing connections to towns and cities outside the forest boundary.

Short Route Identifier:

70333

This symbol is used for routes that are too short to show an actual symbol type on the map. The symbol contains the number of the road or trail. Users should refer to the corresponding number in the Short Route Table for designation information.

Areas Open to Cross Country Travel:

70333

These are areas on National Forest System land that allow cross-country travel by motorized vehicles. Specific vehicle classes and seasonal designations may be indicated in the Seasonal and Special Designation Table.

Legend

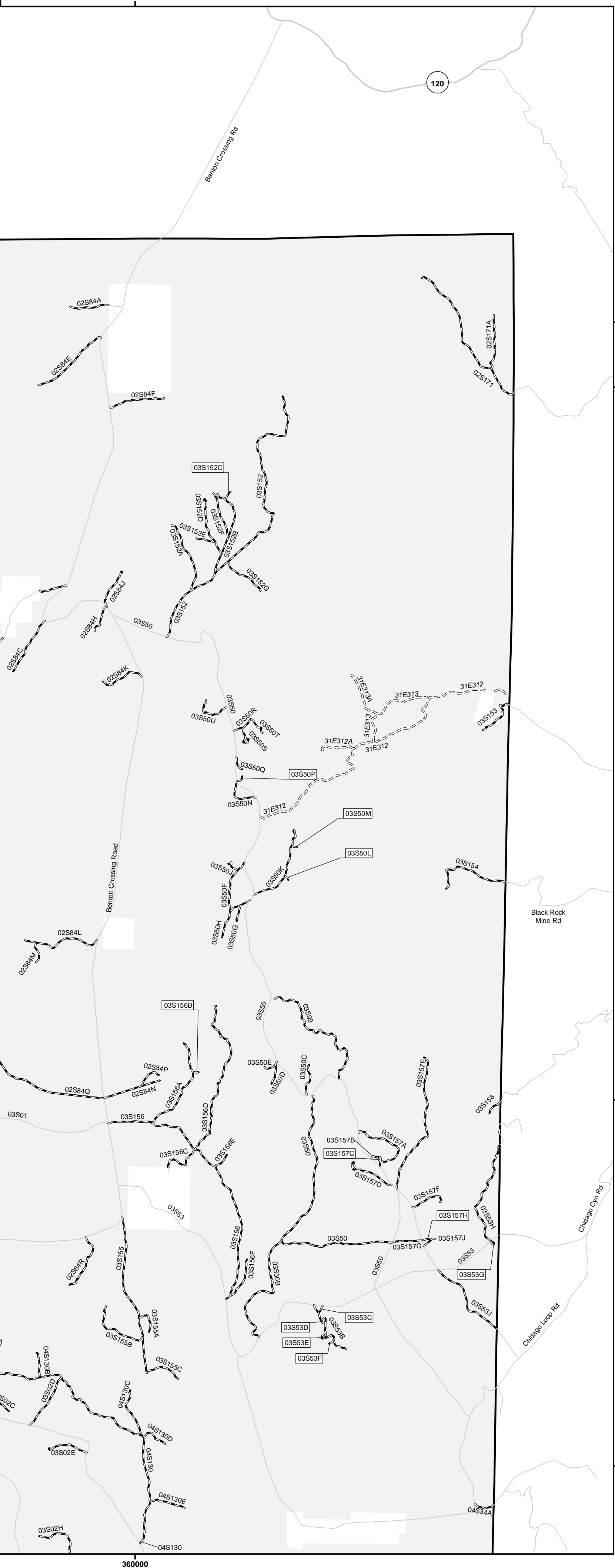
- Roads Open to Highway Legal Vehicles
- Roads Open to All Vehicles
- Trails Open to All Vehicles
- Trails Open to Vehicles 50" or Less in Width
- Trails Open to Motorcycles Only
- Seasonal Designation (See Seasonal Designation Table)
- Highways, U.S., State
- Other Public Roads
- Other Public Trails
- Short Route Identifier (See Short Route Table)
- 70333
- Areas Open to Cross-Country Travel
- Forest Service Campground
- Picnic Area
- Information Site
- Peaks
- Forest Boundary
- National Forest System Lands
- Non-National Forest System Lands within the National Forest
- Wilderness Areas
- State Boundary
- Lakes

Short Route Table - Glass Mountain Map
Routes Less Than 500 Feet

Roads Open to All Vehicles, Yearlong			
Route Number	Length in Feet	Route Number	Length in Feet
01S01K	447	04S02D	65
01S16B	335	04S45E	430
01S90C	337	04S55C	364
02S96B	423	04S55H	404
02S166A	248	04S108A	396
03S50L	259	04S108C	308
03S50M	216	04S108D	243
03S50P	341	04S108E	427
03S53C	367	04S109C	115
03S53D	130	04S109F	182
03S53E	484	04S109F	145
03S53F	256	04S109G	365
03S53G	361	04S109J	237
03S151C	254	04S109Q	121
03S152C	419	04S128A	95
03S156B	245	04S128B	425
03S157C	240	04S128E	97
03S157H	415	04S128F	125
04S02C	420		

Seasonal Designation Table - Glass Mountain Map
Roads Open to All Vehicles, Seasonally

Route Number	Beginning Mile Post	Ending Mile Post	Dates Allowed from-to
01S01H	0.0000	0.1883	9/1-4/30



4190000

4170000

37°32'30"N

Short Route Table - Pizona - Montgomery Peak Map Routes Less Than 1,100 Feet

Roads Open to All Vehicles, Yearlong

Route Number	Length in Feet	Route Number	Length in Feet
02N06B	770	02N109F	729
02N07B	1,038	02N115B	63
02N07G	218	02N115H	134
02N07H	118	02N115I	435
02N07J	544	02N119A	292
02N07K	658	02N119B	637
02N07L	213	02N119C	251
02N07P	126	02N119D	952
02N07R	482	04N01C	1,087
02N106D	585	04N01E	158
02N106E	412	04N01F	320

Roads Open to Highway Legal Vehicles Only, Yearlong

Route Number	Length in Feet	Route Number	Length in Feet
01S17A	918		

Trails Open to All Vehicles, Yearlong

Route Number	Length in Feet	Route Number	Length in Feet
28E105	745	32E100C	653
32E105A	681		

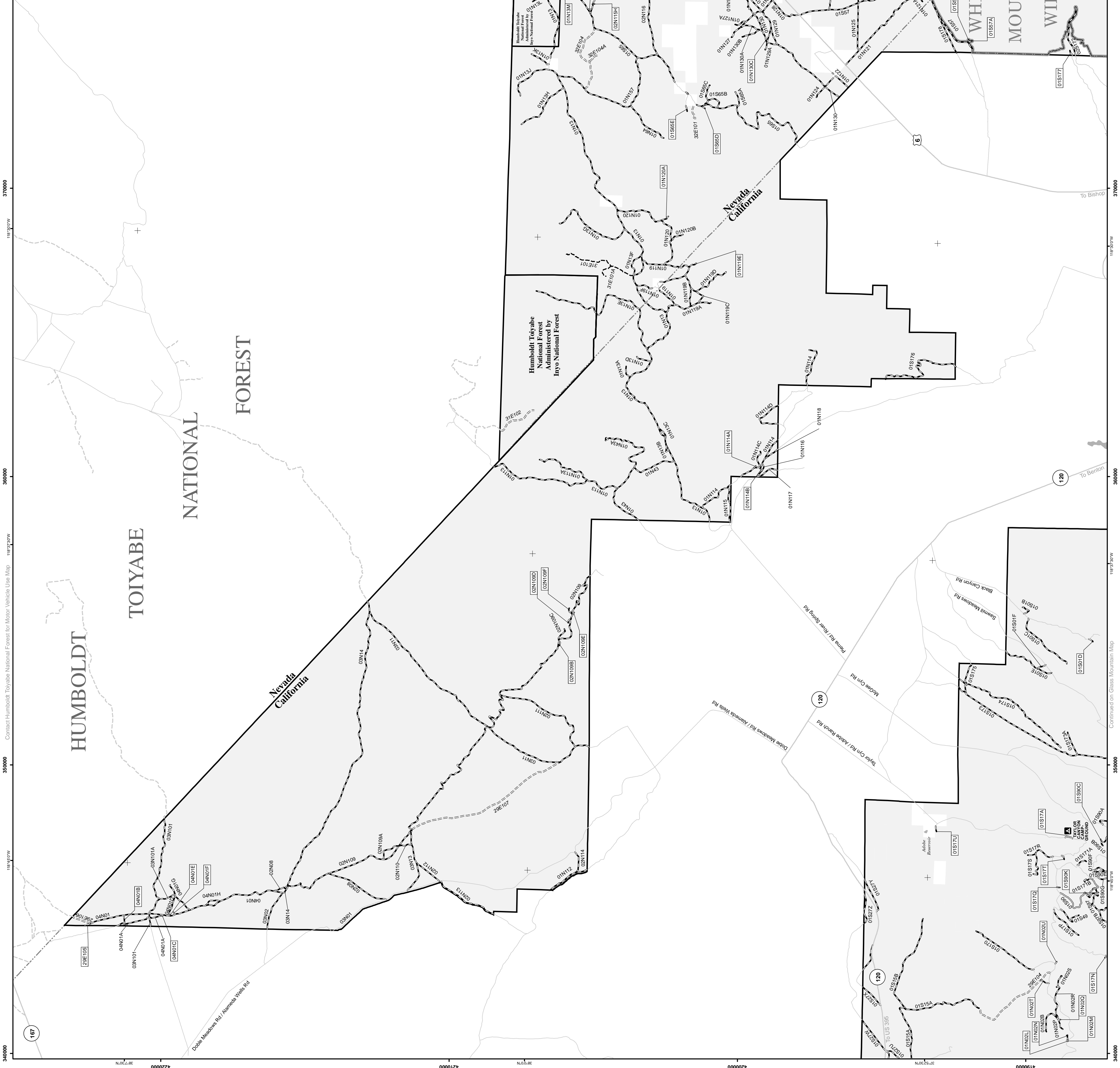
Short Route Table - Pizona - Montgomery Peak Map Routes Less Than 1,100 Feet

Roads Open to All Vehicles, Yearlong

Route Number	Length in Feet	Route Number	Length in Feet
01N02L	732	01N145D	530
01N02M	254	01N145E	164
01N02N	87	01N152A	159
01N02Q	180	01N152B	307
01N02T	1,009	01N154B	172
01N02U	297	01S01D	565
01N13M	132	01S17N	314
01N14B	995	01S17O	389
01N14C	392	01S17T	596
01N14E	937	01S17U	659
01N14F	190	01S57A	428
01N14H	755	01S57B	284
01N14J	691	01S58A	707
01N14M	470	01S58B	419
01N14P	609	01S58C	453
01N14A	277	01S65D	468
01N114B	375	01S65E	774
01N118E	932	01S65F	140
01N120A	1,035	01S90C	337
01N130C	226	01S90K	935
01N131B	1,035	01S177	669
01N131E	119	01S185	727
01N132B	806	01S185B	338
01N134A	469	02N05E	980
01N134B	578	02N05F	412

Legend

- Roads Open to Highway Legal Vehicles
- Roads Open to All Vehicles
- Trails Open to Vehicles 50' or Less in Width
- Trails Open to Motorcycles Only
- See Designation (Designation Table)
- See Section (Designation Table)
- Highways, U.S. State
- Other Public Roads
- Other Public Trails
- Short Route Identifier (See Short Route Table)
- Areas Open to Cross-Country Travel
- Forest Service Campground
- Picnic Area
- Information Site
- Peaks
- Forest Boundary
- National Forest System Lands
- Non-National Forest System Lands within the National Forest
- Wilderness Areas
- State Boundary
- Lakes

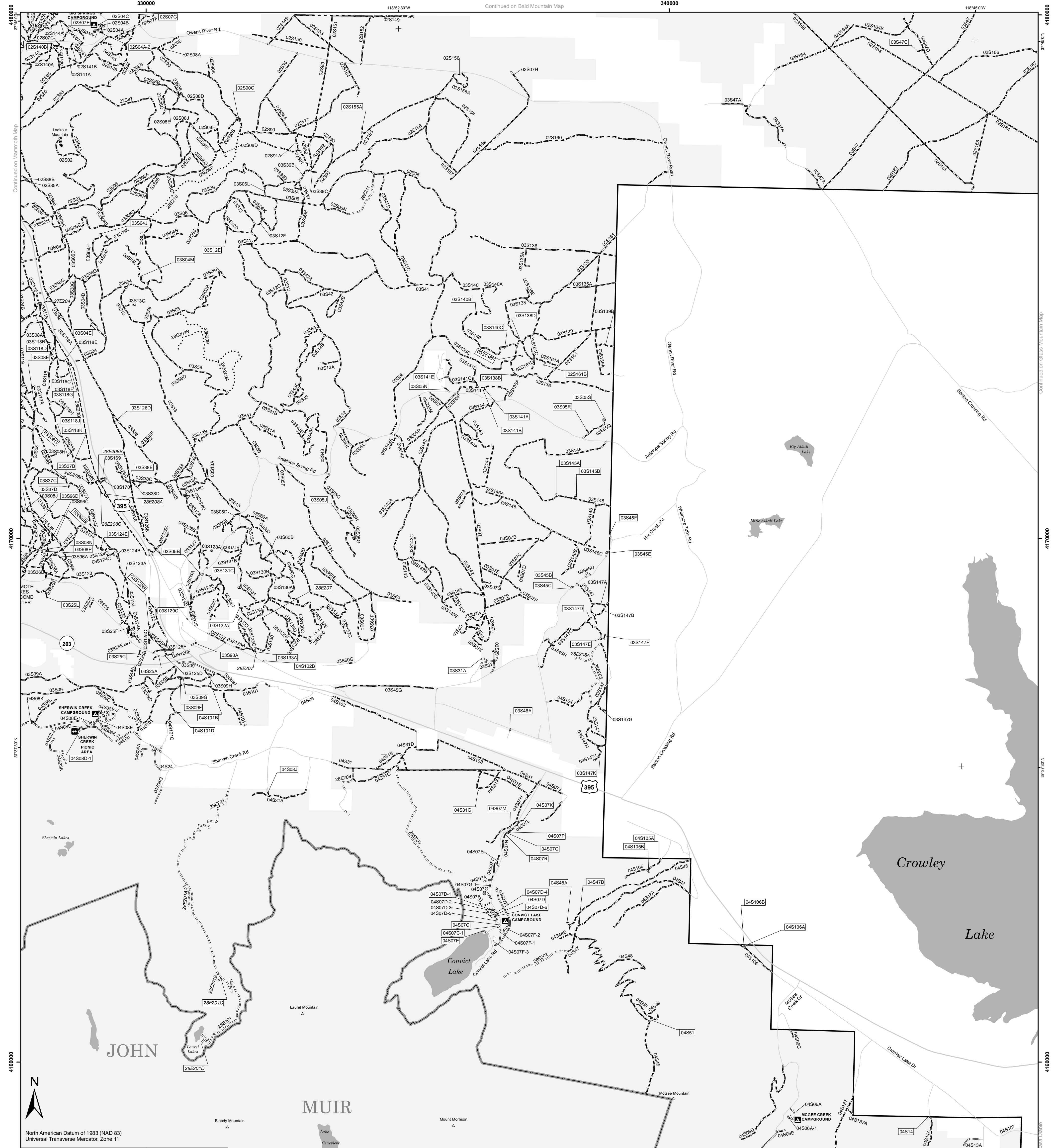


North American Datum of 1983 (NAD 83)
Universal Transverse Mercator, Zone 11

370000 370000 370000 370000 370000

380000 380000 380000 380000 380000

0000129 0000129 0000129 0000129 0000129



North American Datum of 1983 (NAD 83)
 Universal Transverse Mercator, Zone 11

EXPLANATION OF LEGEND ITEMS

Roads Open to Highway Legal Vehicles Only:
 These roads are open only to motor vehicles licensed under State law for general operation on all public roads within the State.

Roads Open to All Vehicles:
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 These trails are open to all motor vehicles, including both highway legal and nonhighway legal vehicles.

Trails Open to Vehicles 50" or Less in Width:
 These trails are open only to motor vehicles less than 50 inches in width at the widest point on the vehicle.

Trails Open to Motorcycles Only:
 These trails are open only to motorcycles. Sidecars are not permitted.

Seasonal Designation:
 This symbol, used in conjunction with one of the other road or trail symbols, indicates that the road or trail is open only during certain portions of the year. Refer to Seasonal and Special Designation Table for further instructions.

Other Public Roads and Trails:
 Highways, U.S., State
 Other Public Roads
 Other Public Trails

These symbols are used to show routes the Forest Service does not have jurisdiction over and has not designated for motorized use. These symbols are part of the reference layers showing connections to towns and cities outside the forest boundary.

Short Route Identifier:
 70333

This symbol is used for routes that are too short to show an actual symbol type on the map. The symbol contains the number of the road or trail. Users should refer to the corresponding number in the Short Route Table for designation information.

Areas Open to Cross-Country Travel:
 These are areas on National Forest System land that allow cross-country travel by motorized vehicles. Specific vehicle classes and seasonal designations may be indicated in the Seasonal and Special Designation Table.

Legend

- Roads Open to Highway Legal Vehicles
- Roads Open to All Vehicles
- Trails Open to All Vehicles
- Trails Open to Vehicles 50" or Less in Width
- Trails Open to Motorcycles Only
- Seasonal Designation (See Seasonal Designation Table)
- Highways, U.S., State
- Other Public Roads
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- Non-National Forest System Lands within the National Forest
- Wilderness Areas
- State Boundary
- Lakes

Short Route Table - Little Antelope Valley Map
Roads Less Than 500 Feet

Roads Open to All Vehicles, Yearlong			
Route Number	Length in Feet	Route Number	Length in Feet
02S04A-2	354	03S37C	130
02S04C	106	03S37D	317
02S07E	92	03S38E	181
02S07G	431	03S46A	146
02S90C	294	03S47C	407
02S140B	364	03S96B	384
02S155A	440	03S96D	221
02S161B	224	03S98A	458
03S04E	278	03S118D	337
03S04J	155	03S118G	234
03S04M	56	03S118J	303
03S05B	227	03S118K	268
03S05J	415	03S124E	348
03S05N	359	03S125B	303
03S05R	248	03S126D	25
03S05S	151	03S129C	37
03S08E	229	03S131C	423
03S08G	298	03S132A	390
03S08N	433	03S133A	88
03S08P	430	03S138B	426
03S08R	462	03S138D	290
03S09F	388	03S138F	465
03S09G	176	03S140B	48
03S12E	435	03S140C	95
03S25A	451	03S141A	138
03S25C	79	03S141B	161
03S25L	445	03S141E	215
03S25Q	473	03S145A	168
03S25R	98	03S145B	439
03S37B	276	03S147D	459

Short Route Table - Little Antelope Valley Map
Roads Less Than 500 Feet

Roads Open to All Vehicles, Yearlong Cont.			
Route Number	Length in Feet	Route Number	Length in Feet
03S147E	125	04S47B	334
03S147F	431	04S48A	316
03S147K	72	04S51	320
04S07K	369	04S101B	281
04S07M	140	04S101D	377
04S07P	106	04S102B	202
04S07Q	59	04S105A	121
04S07R	128	04S105B	188
04S08J	417	04S106A	219
04S31G	82	04S106B	171

Roads Open to Highway Legal Vehicles Only, Yearlong			
Route Number	Length in Feet	Route Number	Length in Feet
03S31A	491	04S07D	423
03S45B	215	04S07D-1	416
03S45C	83	04S07D-4	100
03S45E	415	04S07D-6	221
03S45F	195	04S07E	377
04S06B	171	04S08D-1	323
04S07C	387	04S14	210
04S07C-1	184		

Trails Open to All Vehicles, Yearlong			
Route Number	Length in Feet	Route Number	Length in Feet
28E201C	185	28E201D	403
28E207	374		

Trails Open to Vehicles 50" or less in width, Yearlong			
Route Number	Length in Feet	Route Number	Length in Feet
28E208A	167	28E208B	269

INFORMATION SOURCES

Inyo National Forest Website: www.fs.usda.gov/inyo

Forest Supervisor's Office
 Inyo National Forest
 351 Pacu Lane, Suite 200
 Bishop, CA 93514
 (760) 873-2400
 (760) 873-2536 TDD

InterAgency Visitor Center
 (Intersection of Hwy 395 and Hwy 138)
 P.O. Box R
 Lone Pine, CA 93545
 (760) 876-6222
 (760) 876-6223 TDD

Mammoth Ranger Station & Visitor Center
 P.O. Box 148
 Mammoth Lakes, CA 93546
 (760) 924-5500
 (760) 924-5531 TDD

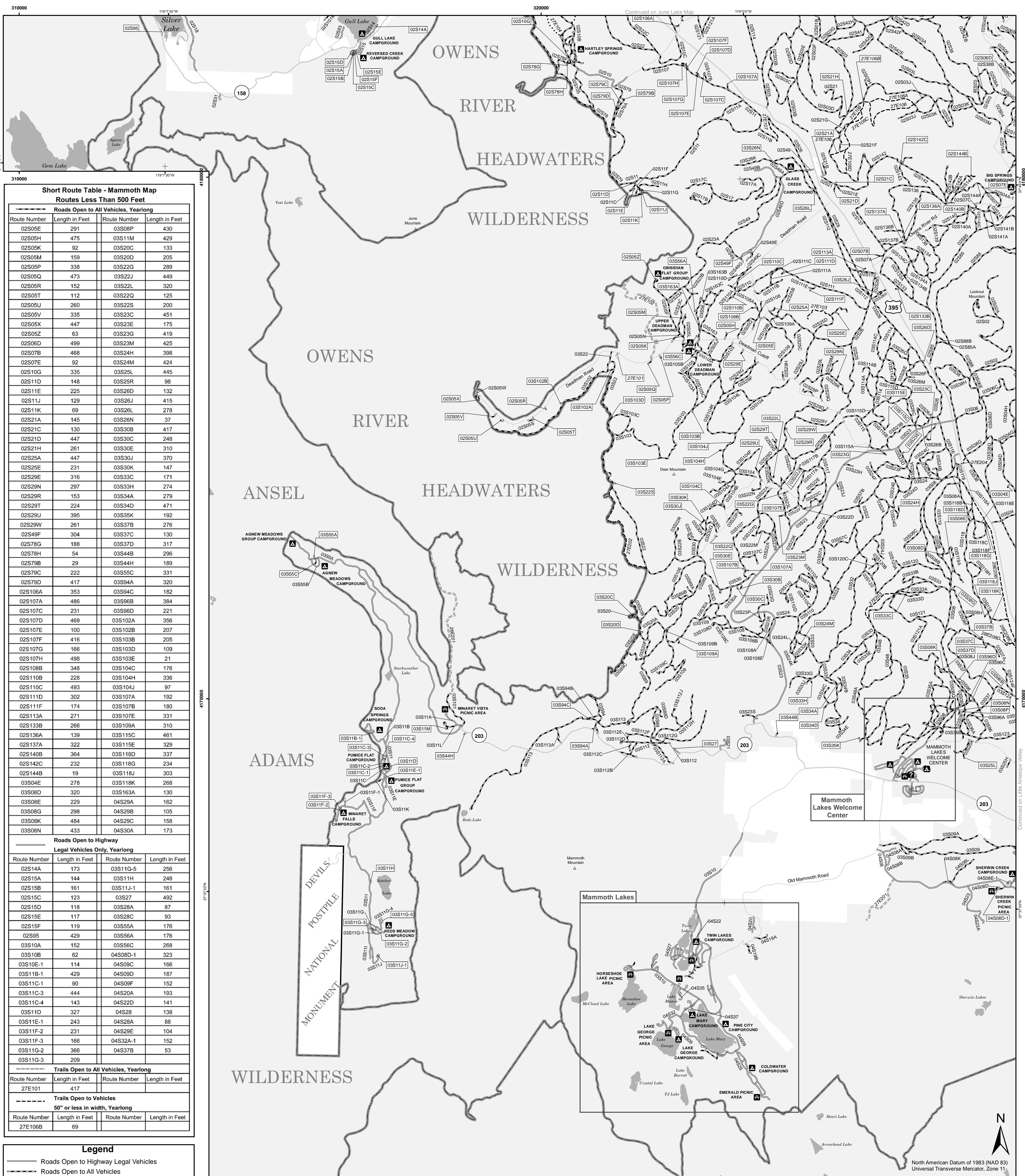
Mono Basin Scenic Area Visitor Center
 P.O. Box 429
 Lee Vining, CA 93541
 (760) 873-2408
 (760) 647-3045 TDD

Mount Whitney Ranger Station
 P.O. Box 8
 Lone Pine, CA 93545
 (760) 876-6200
 (760) 876-6201 TDD

White Mountain Ranger Station
 798 North Main Street
 Bishop, CA 93514
 (760) 873-2500
 (760) 873-2501 TDD

In Case of Emergency
 In case of medical or law enforcement emergencies, dial 911. Please be advised that many areas of the forest are not covered by regular cell phone service.





Short Route Table - Mammoth Map
Routes Less Than 500 Feet

Roads Open to All Vehicles, Yearlong			
Route Number	Length in Feet	Route Number	Length in Feet
02S05E	291	03S08P	430
02S05H	475	03S11M	429
02S05K	92	03S20C	133
02S05M	159	03S20D	205
02S05P	338	03S22G	289
02S05Q	473	03S22J	449
02S05R	152	03S22L	320
02S05T	112	03S22Q	125
02S05U	260	03S22S	200
02S05V	335	03S23C	451
02S05X	447	03S23E	175
02S06Z	63	03S23G	419
02S06D	499	03S23M	425
02S07B	468	03S24H	398
02S07E	92	03S24M	424
02S10G	335	03S25L	445
02S11D	148	03S25R	98
02S11E	225	03S26D	132
02S11J	129	03S26J	415
02S11K	69	03S26L	278
02S21A	145	03S26N	37
02S21C	130	03S30B	417
02S21D	447	03S30C	248
02S21H	261	03S30E	310
02S25A	447	03S30J	370
02S25E	231	03S30K	147
02S29E	316	03S33C	171
02S29N	297	03S33H	274
02S29R	153	03S34A	279
02S29T	224	03S34D	471
02S29U	395	03S35K	192
02S29W	261	03S37B	276
02S49F	304	03S37C	130
02S78G	188	03S37D	317
02S78H	54	03S44B	296
02S79B	29	03S44H	189
02S79C	222	03S55C	331
02S79D	417	03S94A	320
02S106A	353	03S94C	182
02S107A	486	03S96B	384
02S107C	231	03S96D	221
02S107D	469	03S102A	356
02S107E	100	03S102B	207
02S107F	416	03S103B	205
02S107G	166	03S103D	109
02S107H	498	03S103E	21
02S108B	348	03S104C	176
02S110B	228	03S104H	336
02S110C	493	03S104J	97
02S111D	302	03S107A	192
02S111F	174	03S107B	180
02S113A	271	03S107E	331
02S133B	266	03S109A	310
02S136A	139	03S115C	461
02S137A	322	03S115E	329
02S140B	364	03S118D	337
02S142C	232	03S118G	234
02S144B	19	03S118J	303
03S04E	278	03S118K	268
03S08D	320	03S163A	130
03S08E	229	04S29A	162
03S08G	298	04S29C	105
03S08K	484	04S29B	158
03S08N	433	04S30A	173

Roads Open to Highway

Legal Vehicles Only, Yearlong			
Route Number	Length in Feet	Route Number	Length in Feet
02S14A	173	03S11G-5	256
02S15A	144	03S11H	248
02S15B	161	03S11J-1	161
02S15C	123	03S27	492
02S15D	118	03S28A	87
02S15E	117	03S28C	93
02S15F	119	03S55A	176
02S95	429	03S55A	176
03S10A	152	03S56C	268
03S10B	62	04S08D-1	323
03S10E-1	114	04S09C	166
03S11B-1	429	04S09D	187
03S11C-1	90	04S09F	152
03S11C-3	444	04S20A	193
03S11C-4	143	04S22D	141
03S11D	327	04S28	138
03S11E-1	243	04S28A	88
03S11F-2	231	04S29E	104
03S11F-3	166	04S32A-1	152
03S11G-2	366	04S37B	53
03S11G-3	209		

Trails Open to All Vehicles, Yearlong

Route Number	Length in Feet	Route Number	Length in Feet
27E101	417		

Trails Open to Vehicles 50" or less in width, Yearlong

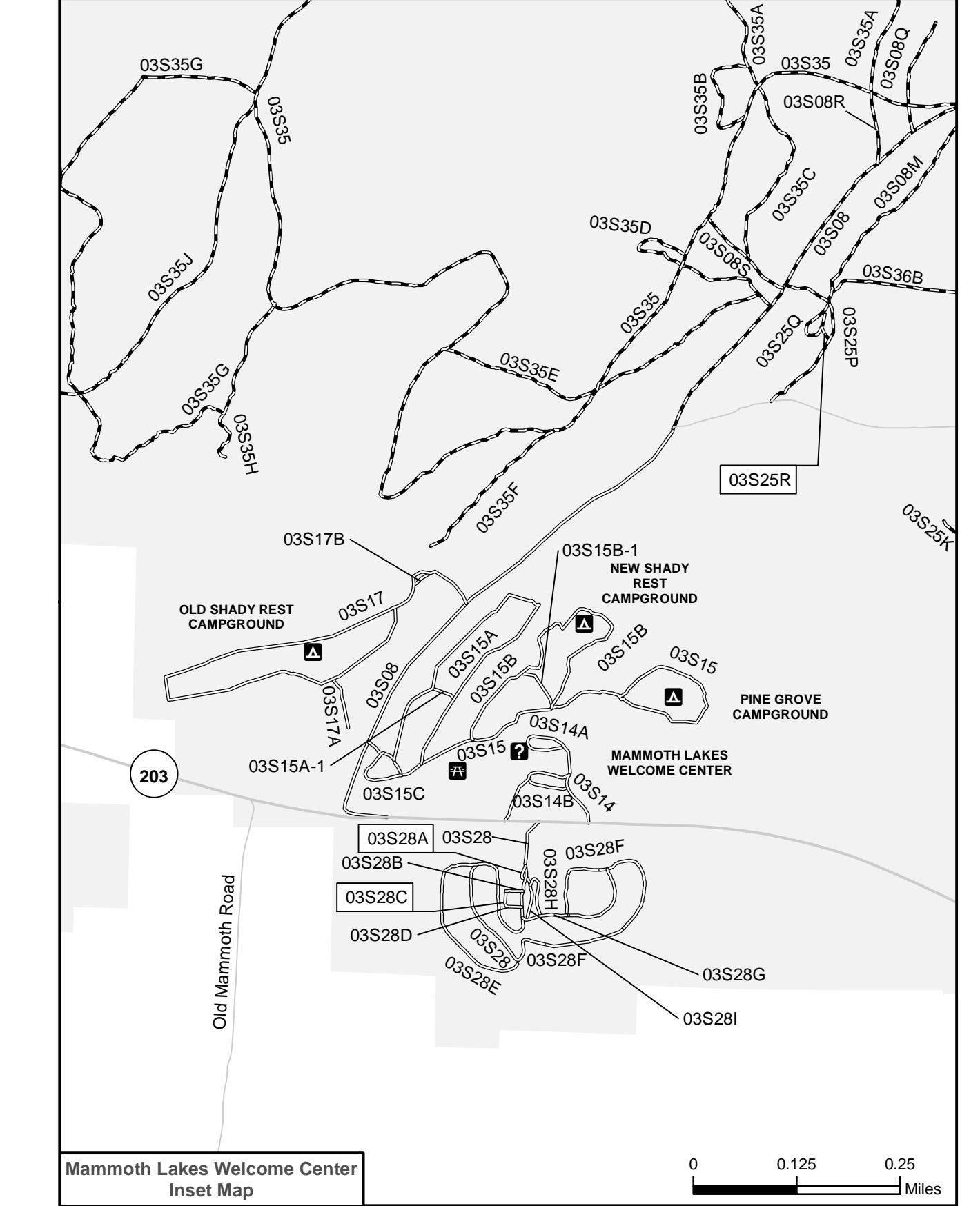
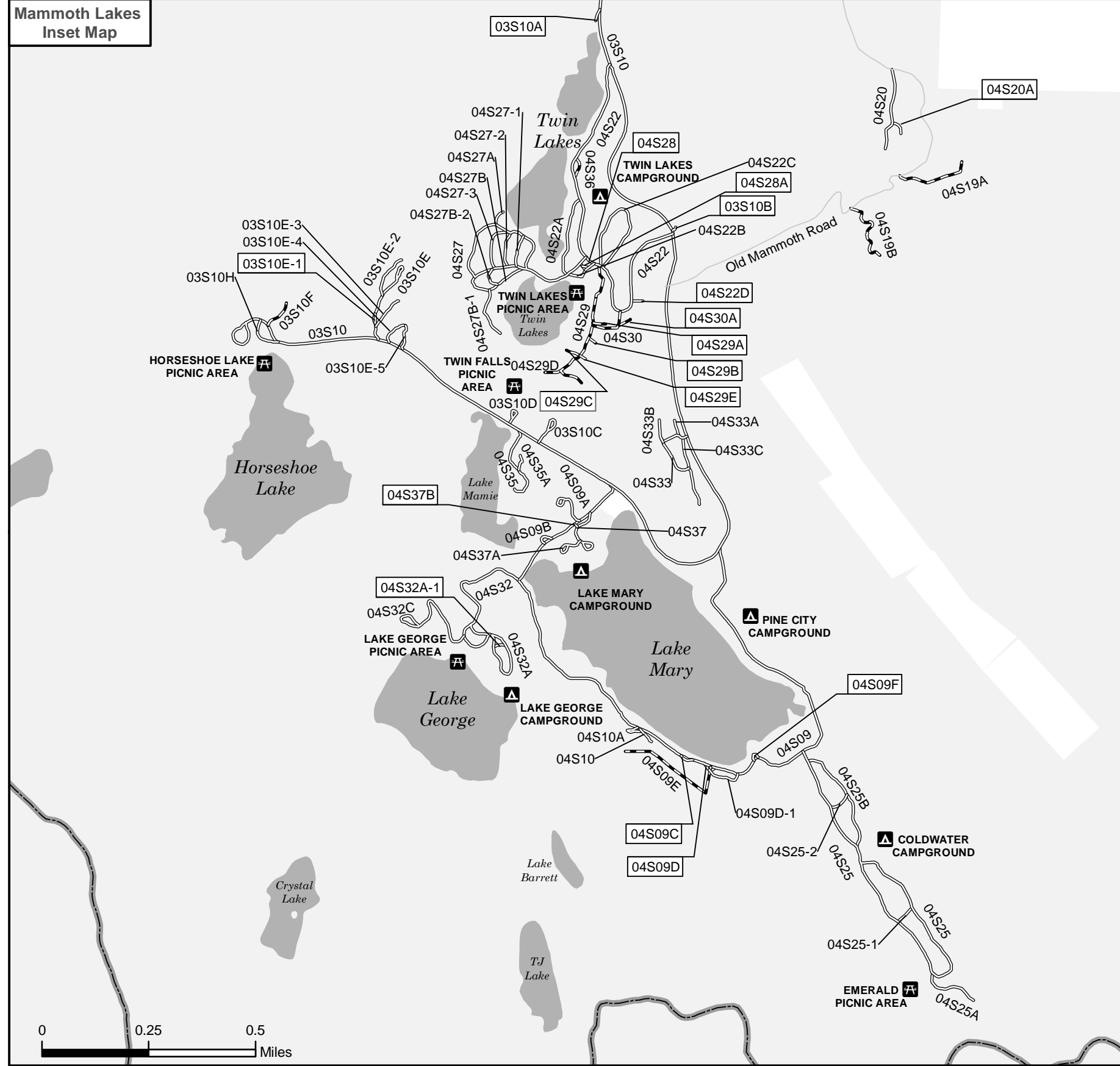
Route Number	Length in Feet	Route Number	Length in Feet
27E106B	69		

Legend

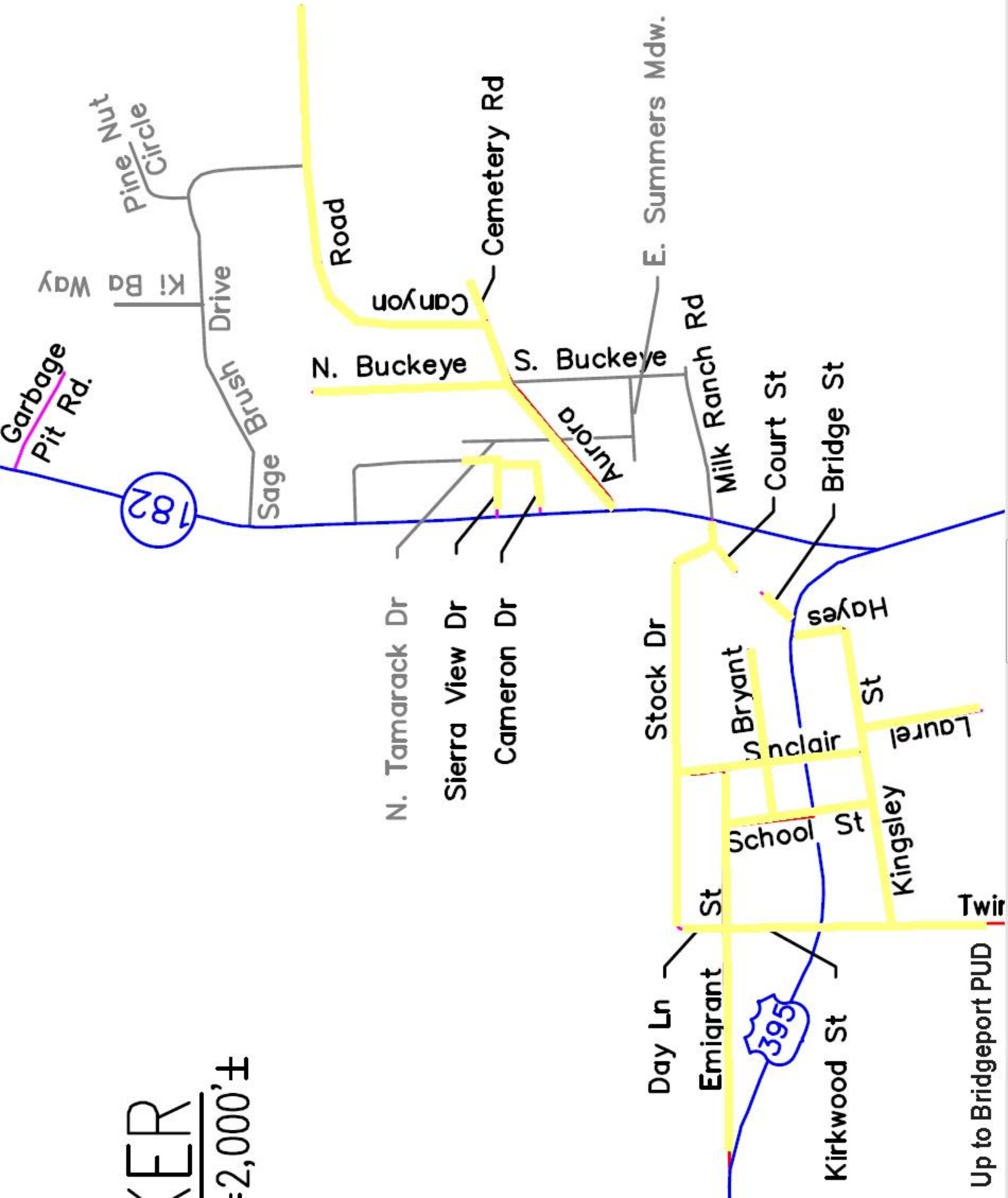
- Roads Open to Highway Legal Vehicles
- Roads Open to All Vehicles
- Trails Open to All Vehicles
- Trails Open to Vehicles 50" or Less in Width
- Trails Open to Motorcycles Only
- Seasonal Designation (See Seasonal Designation Table)
- Highways, US, State
- Other Public Roads
- Other Public Trails
- 70333 Short Route Identifier (See Short Route Table)
- ▨ Areas Open to Cross-Country Travel
- ▲ Forest Service Campground
- ▲ Picnic Area
- ▲ Information Site
- ▲ Peaks
- ▭ Forest Boundary
- ▭ National Forest System Lands
- ▭ Non-National Forest System Lands within the National Forest
- ▭ Wilderness Areas
- ▭ State Boundary
- ▭ Lakes

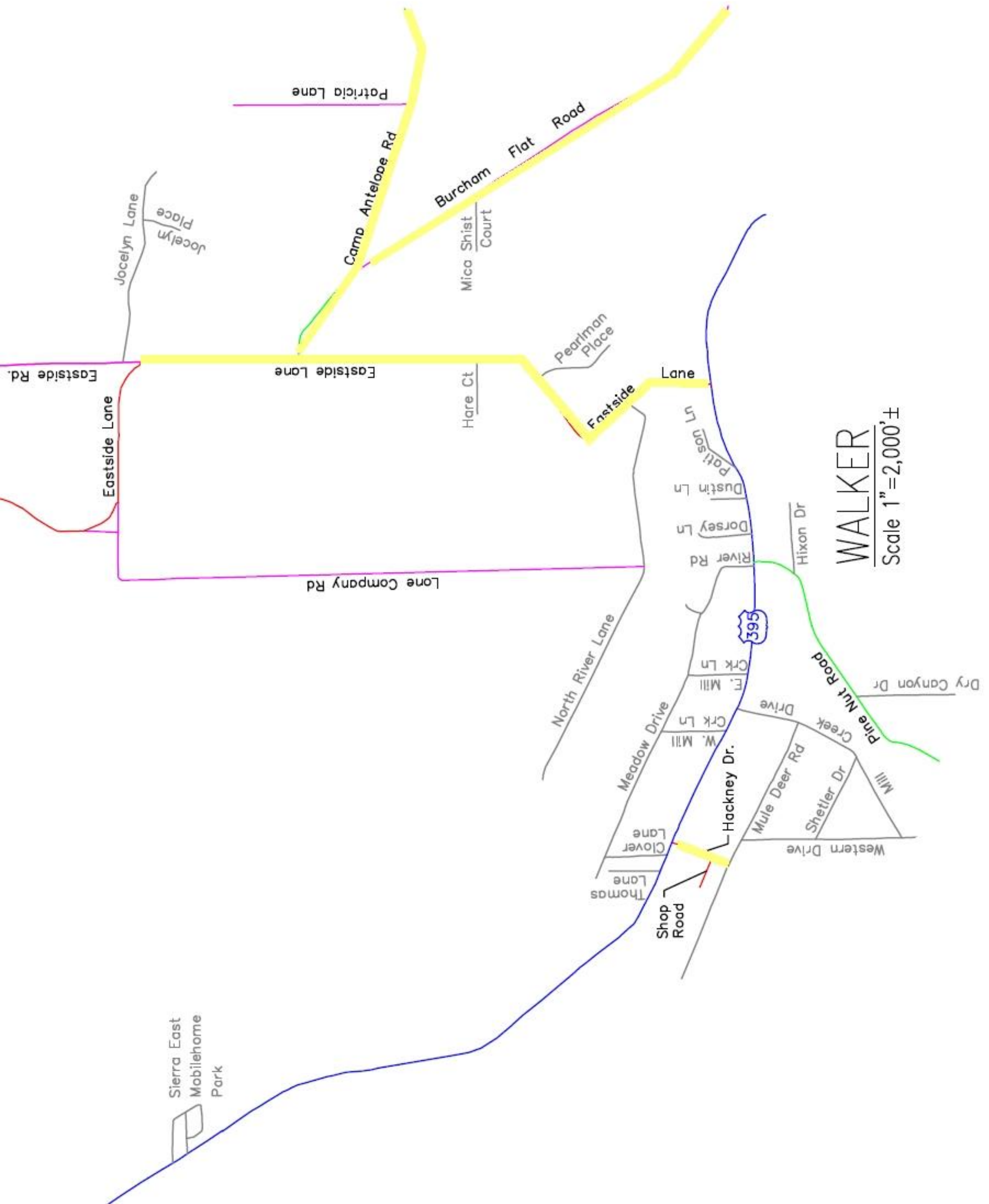
Parking Notes
Motor vehicles may be parked within one vehicle length from the edge of the road surface when it is safe to do so without causing damage to NFS resources or facilities, unless prohibited by state law, a traffic sign, or an order (36 CFR 261.54).

Campground Notes
● All roads within Upper and Lower Deadman Campgrounds are open to All Vehicles, Yearlong.
● All roads within Hartley Springs Campgrounds are open to All Vehicles, Yearlong.

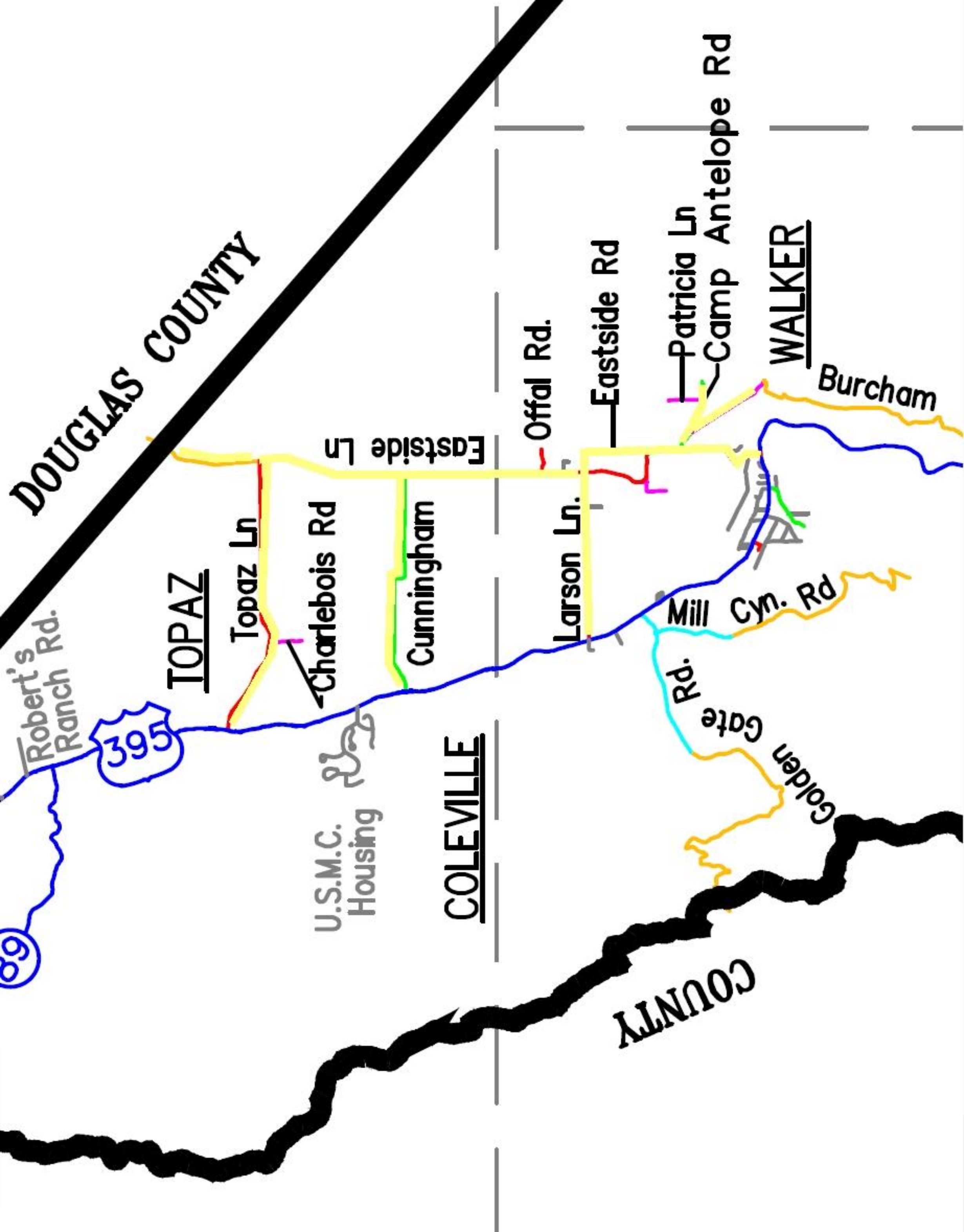


AKER
=2,000'±





WALKER
Scale 1" = 2,000' ±



DOUGLAS COUNTY

TOPAZ

COLEVILLE

LINCOLN COUNTY

Robert's Ranch Rd.

395

U.S.M.C. Housing

Topaz Ln

Charlebois Rd

Cunningham

Larson Ln.

Eastside Ln

Offal Rd.

Eastside Rd

Patricia Ln

Camp Antelope Rd

WALKER

Burcham

Mill Cyn. Rd

Golden Gate Rd.

Rd.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 12, 2015

Departments: Finance

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion)

PERSONS APPEARING BEFORE THE BOARD

Joanne K. Werthwein

SUBJECT Quarterly Investment Report

AGENDA DESCRIPTION:

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

Quarterly Investment Report for Quarter Ended: March 31, 2015 (Transaction Summary Reports for the months of February and March 2015 included)

RECOMMENDED ACTION:

Review reports, provide feedback, and address questions

FISCAL IMPACT:

None

CONTACT NAME: Joanne K. Werthwein

PHONE/EMAIL: (760) 932-5487 / jwerthwein@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:

Click to download

[Quarterly Investment Report: 3/31/2015](#)

History

Time

Who

Approval

5/7/2015 7:30 AM	County Administrative Office	Yes
5/6/2015 2:07 PM	County Counsel	Yes
5/6/2015 8:12 AM	Finance	Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman, CPA
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

P.O. Box 495
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(760) 932-5480
Fax (760) 932-5481

P.O. Box 556
Bridgeport, California 93517
(760) 932-5490
Fax (760) 932-5491

Date: May 12, 2015
To: Honorable Board of Supervisors
County Administrative Officer
Treasury Pool Participants
From: Leslie L. Chapman, CPA *RC*
Finance Director
Subject: Quarterly Investment Report

The Treasury Pool investment report for the quarter ended March 31, 2015 is attached pursuant to Government Code §53646(b) and includes the following reports:

- **Portfolio Holdings by Security Sector** - includes, among other information, the type of investment, issuer, date of maturity, par and dollar amount invested in all securities and market value as calculated by Union Bank, in accordance with Government Code §53646(b)(1).
- **Transaction Summary by Action** - Shows the investment transactions for the months of February and March in accordance with Government Code §53607.
- **Distribution by Security Sector – Market Value** – Provides a graphic to make it easy to see the asset allocation by type of security.
- **Distribution by Maturity Range – Market Value** – Provides a graphic to see the maturities of the various investments and gives the reader a sense of the liquidity of the portfolio.
- **Treasury Cash Balances as of the Last Day of the Most Recent 14 Months** – Shows that the current mix of cash and investments is stable and consistent when compared to prior months and particularly the same time last year. Additionally, the maturities section at the bottom shows that there is work to be done in structuring future investments to smooth out cash flows and insure liquidity.
- **Mono County Treasury Pool Quarterly Yield Comparison** – Shows, at a glance, that the county pool is performing 150% better than two year US Treasuries and three times better than the California Local Agency Investment Fund (LAIF).

The County also has monetary assets held outside the County Treasury including:

- The Sheriff's Department has two accounts: the Civil Trust Account and the Sheriff Revolving Fund. The balances in these accounts as of March 31, 2015 were \$25,900.19 and \$3,575.97 respectively.
- Solid Waste has an account that is required by California Integrated Waste as security for a zero interest loan. The County is required to maintain a balance equal to two months' payments. The balance in this account as of March 31, 2015 was \$74,345.44.
- Mono County's OPEB (Other Post Employment Benefit) trust fund with PARS had a balance of \$13,458,374.24 as of January 31, 2015. This is an irrevocable trust to mitigate the liability for the County's obligation to pay for retiree health benefits.

The Treasury was in compliance with the Mono County Investment Policy on March 31, 2015.

Weighted Average Maturity (WAM) as of March 31, 2015 was 701 days.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investments are presented at fair market value in accordance with Government Accounting Standards Board (GASB) Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Pools. On the last day of the quarter, on a cost basis, the portfolio totaled \$67,961,338.92, and the market value was \$68,036,836.53 (calculated by Union Bank) or 100.11% of cost. Market value does not include accrued interest which was \$176,010.12 on the last day of the quarter.

Investment Pool earnings are as shown below:

Quarter Ending	6/30/2014	9/30/2014	12/31/2014	3/31/2015
Average Daily Balance	\$70,192,936	\$59,821,644	\$69,209,707	\$67,647,119
Earned Interest (including accruals)	\$159,672	\$144,953	\$134,035	\$140,502
Earned Interest Rate	.9124%	.9613%	.7683%	.8423%
Number of Days in Quarter	91	92	92	90
Interest Received	\$207,453	\$116,590	\$174,355	\$74,710
Administration Costs	\$10,243	\$9,638	\$9,738	\$9,567
Net Interest for Apportionment	\$197,210	\$106,953	\$164,617	\$65,143



Mono County
Portfolio Holdings by Security Sector
As of March 31, 2015

Description	Settlement Date	Cost Basis	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating	Accrued Interest	% of Portfolio
Cash											
Oak Valley Bank Cash	2/28/2009	5,704,360.51	5,704,360.51	5,704,360.51	0.378	0.378	N/A	1	None	0.00	8.39
Sub Total / Average		5,704,360.51	5,704,360.51	5,704,360.51	0.378	0.378		1		0.00	8.39
Local Government Investment Pool											
Local Agency Investment Fund LGIP-Quarterly	7/1/2014	11,466,369.42	11,466,369.42	11,466,369.42	0.278	0.278	N/A	1	NR	11,247.18	16.87
Sub Total / Average		11,466,369.42	11,466,369.42	11,466,369.42	0.278	0.278		1		11,247.18	16.87
Certificate Of Deposit											
Goldman Sachs Bank 0.95 4/10/2015	10/10/2012	250,000.00	250,000.00	250,022.50	0.95	0.95	4/10/2015	10	None	1,119.18	0.37
GE Capital Bank, UT 0.9 4/13/2015	10/12/2012	250,000.00	250,000.00	250,035.00	0.9	0.9	4/13/2015	13	None	1,047.95	0.37
PACIFIC WESTERN BANK 0.4 6/5/2015	12/5/2014	250,000.00	250,000.00	250,077.50	0.4	0.4	6/5/2015	66	None	71.23	0.37
American Express 1 7/13/2015	10/11/2012	250,000.00	250,000.00	250,550.00	1	1	7/13/2015	104	None	1,171.23	0.37
BANK OF BARODA NEW YORK 0.5 8/26/2015	11/26/2014	250,000.00	250,000.00	250,152.50	0.5	0.5	8/26/2015	148	None	428.08	0.37
Aliy Bank of Utah 1.1 9/21/2015	9/19/2012	250,000.00	250,000.00	250,947.50	1.1	1.1	9/21/2015	174	None	90.41	0.37
Sallie Mae Bank, UT 1.05 10/26/2015	11/14/2012	250,000.00	250,000.00	251,027.50	1.05	1.05	10/26/2015	209	None	1,136.30	0.37
First Bank Puerto Rico 0.9 11/23/2015	11/21/2012	250,000.00	250,000.00	250,717.50	0.9	0.9	11/23/2015	237	None	61.64	0.37
SANTANDER BK NATL ASSN 0.5 2/25/2016	2/25/2015	245,000.00	245,000.00	244,857.90	0.5	0.5	2/25/2016	331	None	114.11	0.36
EVERBANK JACKSONVILLE FLA 0.5 2/26/2016	2/27/2015	245,000.00	245,000.00	244,855.45	0.5	0.5	2/26/2016	332	None	107.4	0.36
TRANSPORTATION ALLIANCE BK 0.5 3/4/2016	3/6/2015	245,000.00	245,000.00	244,833.40	0.5	0.5	3/4/2016	339	None	83.9	0.36
AMBOY NATL BANK 0.5 3/4/2016	3/4/2015	245,000.00	245,000.00	244,833.40	0.5	0.5	3/4/2016	339	None	90.62	0.36
CURRIE ST BK CURRIE MN 0.6 7/29/2016	1/29/2015	245,000.00	245,000.00	245,203.35	0.6	0.6	7/29/2016	486	None	120.82	0.36
UNITED BK VERNON ROCKVILLE CT 0.6 8/2/2016	2/2/2015	245,000.00	245,000.00	245,134.75	0.6	0.6	8/2/2016	490	None	229.56	0.36
Discover Bank 1.25 9/19/2016	9/19/2012	250,000.00	250,000.00	252,807.50	1.25	1.25	9/19/2016	538	None	102.74	0.37
MERCANTIL COMMERCIAL BANK 0.65 9/27/2016	3/27/2015	245,000.00	245,000.00	245,075.95	0.65	0.65	9/27/2016	546	None	17.45	0.36
BERKSHIRE BK PITTSFIELD MA 0.65 9/30/2016	3/31/2015	245,000.00	245,000.00	245,139.65	0.65	0.65	9/30/2016	549	None	0	0.36
MERRICK BK SOUTH JORDAN UTAH 0.85 1/30/2017	1/30/2015	245,000.00	245,000.00	245,536.55	0.85	0.85	1/30/2017	671	None	0	0.36
SYNOVUS BANK 0.85 2/6/2017	2/5/2015	245,000.00	245,000.00	245,632.10	0.85	0.85	2/6/2017	678	None	308.1	0.36
BMW Bank of North America 1.35 1/23/2018	1/23/2015	245,000.00	245,000.00	246,590.05	1.35	1.35	1/23/2018	1,029	None	607.13	0.36
MIDDLETON COMMUNITY BANK 1.4 11/27/2018	1/27/2015	245,000.00	245,000.00	247,937.55	1.4	1.4	11/27/2018	1,337	None	37.59	0.36
FLUSHING BANK NY 1.8 12/10/2018	12/10/2014	245,000.00	245,000.00	245,798.70	1.8	1.8	12/10/2018	1,350	None	193.32	0.36
FREEDOM FIN BK W DES MOINES 1.5 7/26/2019	1/27/2015	245,000.00	245,000.00	247,748.90	1.5	1.5	7/26/2019	1,578	None	40.27	0.36
CONNECTONE BK ENGLEWOOD 1.55 7/29/2019	1/28/2015	245,000.00	245,000.00	247,721.95	1.55	1.55	7/29/2019	1,581	None	0	0.36
MAHOPAC NATL BK NY 1.45 7/30/2019	1/30/2015	245,000.00	245,000.00	247,609.25	1.45	1.45	7/30/2019	1,582	None	583.97	0.36
CIT BK SALT LAKE CITY 2.25 11/26/2019	11/26/2014	245,000.00	245,000.00	248,459.40	2.25	2.25	11/26/2019	1,701	None	1,887.84	0.36
CAPITAL ONE BANK USA NATL ASSN 1.8 1/22/2020	1/26/2015	245,000.00	245,000.00	247,310.35	1.8	1.8	1/22/2020	1,758	None	821.59	0.36
SYNCHRONY BANK 2 3/20/2020	3/20/2015	245,000.00	245,000.00	244,767.25	2	2	3/20/2020	1,816	None	147.67	0.36
Third Federal Savings and Loan Assn. of Cleveland	3/26/2015	245,000.00	245,000.00	245,046.55	1.8	1.8	3/26/2020	1,822	None	60.41	0.36
Sub Total / Average		7,150,000.00	7,150,000.00	7,176,429.95	1.073	1.073		749		10,680.51	10.53



Mono County
Portfolio Holdings by Security Sector
As of March 31, 2015

Description	Settlement Date	Cost Basis	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating	Accrued Interest	% of Portfolio
Corporate											
Microsoft Corp. 1.625 9/25/2015	5/1/2012	502,467.92	500,000.00	503,080.00	1.625	0.6	9/25/2015	178	Moody's-Aaa	135.42	0.74
General Electric Cap Corp 2.25 11/9/2015	10/10/2012	504,012.02	500,000.00	505,195.00	2.25	0.914	11/9/2015	223	S&P-AA+	4,437.50	0.74
General Electric Cap Corp 2.25 11/9/2015	7/23/2012	502,888.02	500,000.00	505,195.00	2.25	1.28	11/9/2015	223	S&P-AA+	4,437.50	0.74
Pfizer Inc 0.9 1/15/2017-14	1/15/2014	498,853.80	500,000.00	501,160.00	0.9	1.03	1/15/2017	656	Moody's-A1	950	0.73
US Bancorp 1.65 5/15/2017	5/11/2012	501,002.86	500,000.00	506,860.00	1.65	1.551	5/15/2017	776	Moody's-A1	3,116.67	0.74
Union Bank 2.125 6/16/2017	1/9/2013	508,609.02	500,000.00	507,340.00	2.125	1.322	6/16/2017	808	Moody's-A2	3,098.96	0.75
Intel Corp 1.35 12/15/2017-14	5/27/2014	501,716.10	500,000.00	502,520.00	1.35	1.22	12/15/2017	990	Moody's-A1	1,987.50	0.74
Wells Fargo 1.5 1/16/2018	5/14/2013	501,765.16	500,000.00	502,395.00	1.5	1.369	1/16/2018	1,022	Moody's-A2	1,562.50	0.74
General Electric Cap Corp 1.625 4/2/2018	5/14/2013	504,145.20	500,000.00	503,740.00	1.625	1.339	4/2/2018	1,098	Moody's-A1	4,039.93	0.74
Apple Inc 1.5/3/2018	5/15/2013	498,319.57	500,000.00	497,085.00	1	1.112	5/3/2018	1,129	Moody's-Aa1	2,055.56	0.73
Sub Total / Average		5,023,779.67	5,000,000.00	5,034,570.00	1.629	1.174		710		25,821.54	7.39
Municipal											
Gilroy Unified School CA 3.96 4/1/2015	6/30/2011	485,011.95	485,000.00	485,000.00	3.96	3.002	4/1/2015	1	Moody's-Aa3	9,603.00	0.71
Fresno Pension OB 4.408 8/15/2015	5/11/2012	504,919.23	500,000.00	506,220.00	4.408	1.7	8/15/2015	137	S&P-AA-	2,816.22	0.74
Oceanside CA ISD 4.5 5/1/2016	7/23/2012	1,028,653.67	995,000.00	1,030,431.95	4.5	1.3	5/1/2016	397	Moody's-Aa3	18,656.25	1.51
Oceanside CA ISD 4.5 5/1/2016	6/3/2011	450,607.19	445,000.00	460,846.45	4.5	3.237	5/1/2016	397	Moody's-Aa3	8,343.75	0.66
SUISUN CITY CA REDEV AGY 1 10/1/2016	1/14/2015	1,029,583.85	1,025,000.00	1,023,042.25	1	0.701	10/1/2016	550	S&P-A+	3,131.94	1.51
La Mesa Spring Valley SD 1.886 8/1/2017	5/1/2014	502,099.06	500,000.00	503,615.00	1.886	1.7	8/1/2017	854	Moody's-A1	1,571.67	0.74
Lake Tahoe Unified School District 0 8/1/2017	11/19/2013	630,762.56	650,000.00	623,733.50	0	1.3	8/1/2017	854	Moody's-A1	0	0.93
Solano Co Community College 1.384 8/1/2017	5/27/2014	251,624.22	250,000.00	249,907.50	1.384	1.1	8/1/2017	854	Moody's-Aa3	576.67	0.37
Union School District CA 1.573 9/1/2017	11/29/2012	503,194.56	500,000.00	507,620.00	1.573	1.3	9/1/2017	885	Moody's-Aa2	655.42	0.74
El Monte CA School District GO 1.698 5/1/2018	6/12/2014	502,652.70	500,000.00	505,320.00	1.698	1.521	5/1/2018	1,127	S&P-AA	3,537.50	0.74
Sub Total / Average		5,889,108.99	5,850,000.00	5,895,736.65	2.508	1.562		580		48,892.42	8.65
US Agency											
FHLMC 0.625 11/1/2016	10/19/2012	1,999,046.12	2,000,000.00	2,002,360.00	0.625	0.655	11/1/2016	581	Moody's-Aaa	5,208.33	2.94
FHFB 0.55 11/7/2016	5/7/2013	1,999,770.70	2,000,000.00	2,000,000.00	0.55	0.557	11/7/2016	587	Moody's-Aaa	4,400.00	2.94
FHLMC 1.1 9/26/2017-14	12/26/2013	1,745,931.57	1,750,000.00	1,753,045.00	1.1	1.196	9/26/2017	910	Moody's-Aaa	267.36	2.57
FNMA Step 11/8/2017-13	11/8/2012	2,000,000.00	2,000,000.00	1,996,160.00	0.8	1.019	11/8/2017	953	Moody's-Aaa	6,355.56	2.94
FNMA Step 11/15/2017-13	11/15/2012	1,999,211.39	2,000,000.00	2,000,080.00	0.7	0.991	11/15/2017	960	Moody's-Aaa	5,288.89	2.94
FNMA Step 12/13/2017-13	12/13/2012	1,999,437.28	2,000,000.00	1,999,420.00	0.8	1.059	12/13/2017	988	Moody's-Aaa	4,800.00	2.94
FNMA Step 12/26/2017-13	12/28/2012	2,000,000.00	2,000,000.00	2,005,160.00	0.875	1.044	12/26/2017	1,001	Moody's-Aaa	4,618.06	2.94
FNMA Step 12/27/2017-13	12/27/2012	2,000,000.00	2,000,000.00	2,001,540.00	0.75	1.08	12/27/2017	1,002	Moody's-Aaa	3,916.67	2.94
FNMA Step 1/22/2018-13	1/24/2013	1,999,154.61	2,000,000.00	1,994,380.00	0.75	1.124	1/22/2018	1,028	S&P-AA+	2,875.00	2.94
FNMA Step 2/28/2018-13	2/28/2013	1,999,416.76	2,000,000.00	1,997,940.00	1	1.222	2/28/2018	1,065	None	1,666.67	2.94
FHLMC 1.32 2/28/2018-14	5/28/2014	1,500,000.00	1,500,000.00	1,502,790.00	1.32	1.32	2/28/2018	1,065	Moody's-Aaa	1,650.00	2.21
FFCB 1.25 6/4/2018-13	6/4/2013	1,995,994.36	2,000,000.00	1,996,880.00	1.25	1.315	6/4/2018	1,161	Moody's-Aaa	8,125.00	2.94
FHLMC 1.5 6/26/2018-15	12/26/2014	999,537.17	1,000,000.00	1,002,530.00	1.5	1.515	6/26/2018	1,183	Moody's-Aaa	3,958.33	1.47
FHFB 1.5 6/29/2018-14	6/30/2014	1,500,000.00	1,500,000.00	1,503,765.00	1.5	1.5	6/29/2018	1,186	Moody's-Aaa	5,750.00	2.21
FHLMC 1.55 7/30/2018-15	1/30/2015	2,000,000.00	2,000,000.00	1,996,340.00	1.55	1.55	7/30/2018	1,217	Moody's-Aaa	5,166.67	2.94
FHFB 1.625 2/27/2019-15	2/27/2015	999,755.48	1,000,000.00	1,003,160.00	1.625	1.632	2/27/2019	1,429	Moody's-Aaa	1,534.72	1.47
FFCB 1.61 4/23/2019-15	7/23/2015	998,291.45	1,000,000.00	1,000,840.00	1.61	1.654	4/23/2019	1,484	Moody's-Aaa	3,041.11	1.47
FFCB 1.79 10/22/2019-15	1/23/2015	999,375.13	1,000,000.00	1,000,820.00	1.79	1.805	10/22/2019	1,666	Moody's-Aaa	3,430.83	1.47
FHLMC 1.65 11/15/2019-13	2/23/2015	992,798.31	1,000,000.00	1,000,020.00	1.65	1.813	11/15/2019	1,690	Moody's-Aaa	6,233.33	1.46
FHFB 2.05 3/12/2020-15	3/12/2015	1,000,000.00	1,000,000.00	1,002,140.00	2.05	2.05	3/12/2020	1,808	Moody's-Aaa	1,081.94	1.47
Sub Total / Average		32,727,720.33	32,750,000.00	32,759,370.00	1.089	1.222		1,078		79,368.47	48.14
Total / Average		67,961,338.92	67,920,729.93	68,036,836.53	1.054	1.002		701		176,010.12	100.00



Mono County Transaction Summary by Action All Portfolios

Begin Date: 1/31/2015, End Date: 2/28/2015

Action	Settlement Date	CUSIP	Face Amount/ Shares	Description	Purchase Price	Principal	Interest/ Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	2/2/2015	909552AT8	245,000.00	UNITED BK VERNON ROCKVILLE CT 0.6 8/2/2016	100.00	245,000.00	0.00	0.60	245,000.00
Buy	2/5/2015	87164DGN4	245,000.00	SYNOVUS BANK 0.85 2/6/2017	100.00	245,000.00	0.00	0.85	245,000.00
Buy	2/23/2015	3134G3V64	1,000,000.00	FHLMC 1.65 11/15/2019-13	99.26	992,644.90	4,491.67	1.81	997,136.57
Buy	2/23/2015	3133EELB4	1,000,000.00	FFCB 1.61 4/23/2019-15	99.83	998,250.00	1,341.67	1.65	999,591.67
Buy	2/25/2015	80280JDW8	245,000.00	SANTANDER BK NATL ASSN 0.5 2/25/2016	100.00	245,000.00	0.00	0.50	245,000.00
Buy	2/27/2015	29976DVL1	245,000.00	EVERBANK JACKSONVILLE FLA 0.5 2/26/2016	100.00	245,000.00	0.00	0.50	245,000.00
Buy	2/27/2015	3130A47J5	1,000,000.00	FHLB 1.625 2/27/2019-15	99.98	999,750.00	0.00	1.63	999,750.00
		Subtotal	3,980,000.00			3,970,644.90	5,833.34		3,976,478.24
Deposit	2/18/2015	OAKVALLEY0670	244.08	Oak Valley Bank Cash	100.00	244.08	0.00	0.00	244.08
Deposit	2/28/2015	OAKVALLEY0670	1,071.85	Oak Valley Bank Cash	100.00	1,071.85	0.00	0.00	1,071.85
Deposit	2/28/2015	OAKVALLEY0670	11,800,113.69	Oak Valley Bank Cash	100.00	11,800,113.69	0.00	0.00	11,800,113.69
		Subtotal	11,801,429.62			11,801,429.62	0.00		11,801,429.62
Total Buy Transactions			15,781,429.62			15,772,074.52	5,833.34		15,777,907.86
Sell Transactions									
Called	2/21/2015	3136G04F5	2,000,000.00	FNMA Step 11/21/2017-13	0.00	2,000,000.00	3,750.00	0.00	2,003,750.00
		Subtotal	2,000,000.00			2,000,000.00	3,750.00		2,003,750.00
Withdraw	2/12/2015	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP- Quarterly	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	2/25/2015	LAIF6000Q	2,000,000.00	Local Agency Investment Fund LGIP- Quarterly	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	2/27/2015	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP- Quarterly	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	2/28/2015	OAKVALLEY0670	11,658,181.68	Oak Valley Bank Cash	0.00	11,658,181.68	0.00	0.00	11,658,181.68
		Subtotal	15,658,181.68			15,658,181.68	0.00		15,658,181.68
Total Sell Transactions			17,658,181.68			17,658,181.68	3,750.00		17,661,931.68
Interest/Dividends									
Interest	2/11/2015	83412PDV1	0.00	Solano Co Community College 1.384 8/1/2017		0.00	1,730.00	0.00	1,730.00
Interest	2/11/2015	503678QR8	0.00	La Mesa Spring Valley SD 1.886 8/1/2017		0.00	4,715.00	0.00	4,715.00



Mono County

Transaction Summary by Action

All Portfolios

Begin Date: 1/31/2015, End Date: 2/28/2015

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	2/5/2015	69506YBN8	0.00	PACIFIC WESTERN BANK 0.4 6/5/2015		0.00	84.93	0.00	84.93
Interest	2/15/2015	358266BU7	0.00	Fresno Pension OB 4.408 8/15/2015		0.00	11,020.00	0.00	11,020.00
Interest	2/15/2015	34387ABA6	0.00	FLUSHING BANK N Y 1.8 12/10/2018		0.00	374.55	0.00	374.55
Interest	2/18/2015	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	244.08	0.00	244.08
Interest	2/21/2015	33764JPM1	0.00	First Bank Puerto Rico 0.9 11/23/2015		0.00	191.10	0.00	191.10
Interest	2/27/2015	35637RCQ8	0.00	FREEDOM FIN BK W DES MOINES 1.5 7/26/2019		0.00	312.12	0.00	312.12
Interest	2/27/2015	596689EC9	0.00	MIDDLETON COMMUNITY BANK 1.4 11/27/2018		0.00	291.32	0.00	291.32
Interest	2/28/2015	3134G55W1	0.00	FHLMC 1.32 2/28/2018-14		0.00	9,900.00	0.00	9,900.00
Interest	2/28/2015	3136G1DZ9	0.00	FNMA Step 2/28/2018-13		0.00	10,000.00	0.00	10,000.00
Interest	2/28/2015	20786ABA2	0.00	CONNECTONE BK ENGLEWOOD 1.55 7/29/2019		0.00	322.53	0.00	322.53
Interest	2/28/2015	59013JDB2	0.00	MERRICK BK SOUTH JORDAN UTAH 0.85 1/30/2017		0.00	165.46	0.00	165.46
Interest	2/28/2015	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	1,071.85	0.00	1,071.85
Subtotal						0.00	40,422.94	0.00	40,422.94
Total Interest/Dividends						0.00	40,422.94	0.00	40,422.94



Mono County Transaction Summary by Action All Portfolios

Begin Date: 2/28/2015, End Date: 3/31/2015

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	3/4/2015	023305EW1	245,000.00	AMBOY NATL BANK 0.5 3/4/2016	100.00	245,000.00	0.00	0.50	245,000.00
Buy	3/6/2015	89387W7F6	245,000.00	TRANSPORTATION ALLIANCE BK 0.5 3/4/2016	100.00	245,000.00	0.00	0.50	245,000.00
Buy	3/12/2015	3130A4EQ1	1,000,000.00	FHLB 2.05 3/12/2020-15	100.00	1,000,000.00	0.00	2.05	1,000,000.00
Buy	3/20/2015	87164WGC6	245,000.00	SYNCHRONY BANK 2 3/20/2020	100.00	245,000.00	0.00	2.00	245,000.00
Buy	3/26/2015	88413QBD9	245,000.00	Third Federal Savings and Loan Assn. of Cleveland	100.00	245,000.00	0.00	1.80	245,000.00
Buy	3/27/2015	58733ABK4	245,000.00	MERCANTIL COMMERCEBANK 0.65 9/27/2016	100.00	245,000.00	0.00	0.65	245,000.00
Buy	3/31/2015	084601DH3	245,000.00	BERKSHIRE BK PITTSFIELD MA 0.65 9/30/2016	100.00	245,000.00	0.00	0.65	245,000.00
		Subtotal	2,470,000.00			2,470,000.00	0.00		2,470,000.00
Deposit	3/9/2015	LAIF6000Q	1,200,000.00	Local Agency Investment Fund LGIP- Quarterly	100.00	1,200,000.00	0.00	0.00	1,200,000.00
Deposit	3/12/2015	OAKVALLEY0670	236.09	Oak Valley Bank Cash	100.00	236.09	0.00	0.00	236.09
Deposit	3/31/2015	OAKVALLEY0670	1,366.99	Oak Valley Bank Cash	100.00	1,366.99	0.00	0.00	1,366.99
Deposit	3/31/2015	OAKVALLEY0670	11,103,541.12	Oak Valley Bank Cash	100.00	11,103,541.12	0.00	0.00	11,103,541.12
		Subtotal	12,305,144.20			12,305,144.20	0.00		12,305,144.20
Total Buy Transactions									
			14,775,144.20			14,775,144.20	0.00		14,775,144.20
Interest/Dividends									
Interest	3/1/2015	906573FA3	0.00	Union School District CA 1.573 9/1/2017		0.00	3,932.50	0.00	3,932.50
Interest	3/1/2015	23130SCQ4	0.00	CURRIE ST BK CURRIE MN 0.6 7/29/2016		0.00	124.85	0.00	124.85
Interest	3/5/2015	69506YBN8	0.00	PACIFIC WESTERN BANK 0.4 6/5/2015		0.00	76.71	0.00	76.71
Interest	3/12/2015	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	236.09	0.00	236.09
Interest	3/15/2015	34387ABA6	0.00	FLUSHING BANK N Y 1.8 12/10/2018		0.00	338.30	0.00	338.30
Interest	3/15/2015	018490AP7	0.00	Allergan Inc 1.35 3/15/2018-14		0.00	3,375.00	0.00	3,375.00
Interest	3/19/2015	254671GK0	0.00	Discover Bank 1.25 9/19/2016		0.00	1,549.66	0.00	1,549.66
Interest	3/19/2015	02005QS46	0.00	Ally Bank of Utah 1.1 9/21/2015		0.00	1,363.70	0.00	1,363.70
Interest	3/21/2015	33764JPM1	0.00	First Bank Puerto Rico 0.9 11/23/2015		0.00	172.60	0.00	172.60
Interest	3/25/2015	594918AG9	0.00	Microsoft Corp 1.625 9/25/2015		0.00	4,062.50	0.00	4,062.50
Interest	3/26/2015	3134G4QC5	0.00	FHLMC 1.1 9/26/2017-14		0.00	9,625.00	0.00	9,625.00



Mono County Transaction Summary by Action All Portfolios

Begin Date: 2/28/2015, End Date: 3/31/2015

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	3/27/2015	35637RCQ8	0.00	FREEDOM FIN BK W DES MOINES 1.5 7/26/2019		0.00	281.92	0.00	281.92
Interest	3/27/2015	596689EC9	0.00	MIDDLETON COMMUNITY BANK 1.4 11/27/2018		0.00	263.12	0.00	263.12
Interest	3/30/2015	59013JDB2	0.00	MERRICK BK SOUTH JORDAN UTAH 0.85 1/30/2017		0.00	171.16	0.00	171.16
Interest	3/31/2015	LAIF6000Q	0.00	Local Agency Investment Fund LGIP- Quarterly		0.00	10,734.81	0.00	10,734.81
Interest	3/31/2015	20786ABA2	0.00	CONNECTONE BK ENGLEWOOD 1.55 7/29/2019		0.00	322.53	0.00	322.53
Interest	3/31/2015	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	1,366.99	0.00	1,366.99
			0.00			0.00	37,997.44		37,997.44
			0.00			0.00	37,997.44		37,997.44
Total Interest/Dividends									
Sell Transactions									
Sell	3/31/2015	018490AP7	500,000.00	Allergan Inc 1.35 3/15/2018-14	0.00	490,000.00	300.00	0.00	490,300.00
			500,000.00			490,000.00	300.00		490,300.00
Withdraw	3/12/2015	LAIF6000Q	1,400,000.00	Local Agency Investment Fund LGIP- Quarterly	0.00	1,400,000.00	0.00	0.00	1,400,000.00
Withdraw	3/31/2015	OAKVALLEY0670	10,762,931.57	Oak Valley Bank Cash	0.00	10,762,931.57	0.00	0.00	10,762,931.57
			12,162,931.57			12,162,931.57	0.00		12,162,931.57
			12,662,931.57			12,652,931.57	300.00		12,653,231.57
Total Sell Transactions									

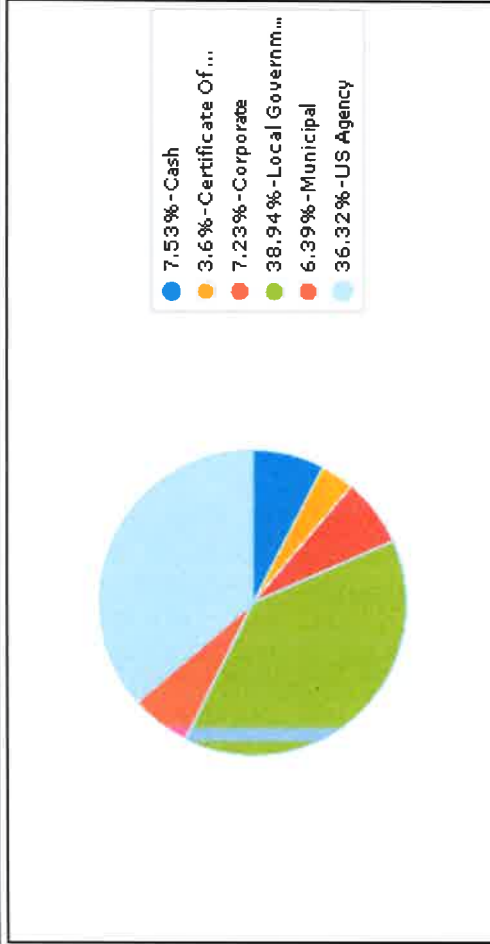


Mono County Distribution by Security Sector - Market Value All Portfolios

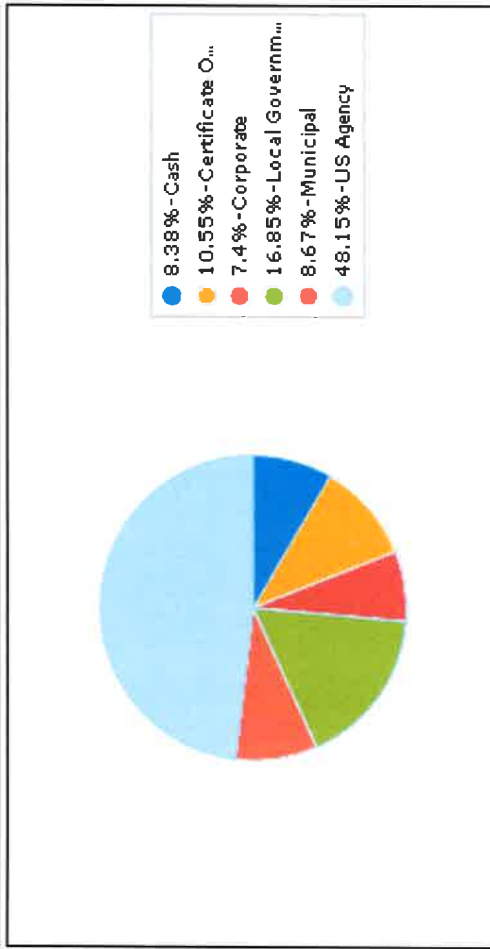
Begin Date: 12/31/2014, End Date: 3/31/2015

Security Sector Allocation			
Security Sector	Market Value 12/31/2014	% of Portfolio 12/31/2014	Market Value 3/31/2015
Cash	5,732,309.57	7.53	5,704,360.51
Certificate Of Deposit	2,739,862.10	3.60	7,176,429.95
Corporate	5,502,250.00	7.23	5,034,570.00
Local Government Investment Pool	29,650,302.96	38.94	11,466,369.42
Municipal	4,864,240.35	6.39	5,895,736.65
US Agency	27,660,455.00	36.32	32,759,370.00
Total / Average	76,149,419.98	100.00	68,036,836.53

Portfolio Holdings as of 12/31/2014



Portfolio Holdings as of 3/31/2015





Mono County

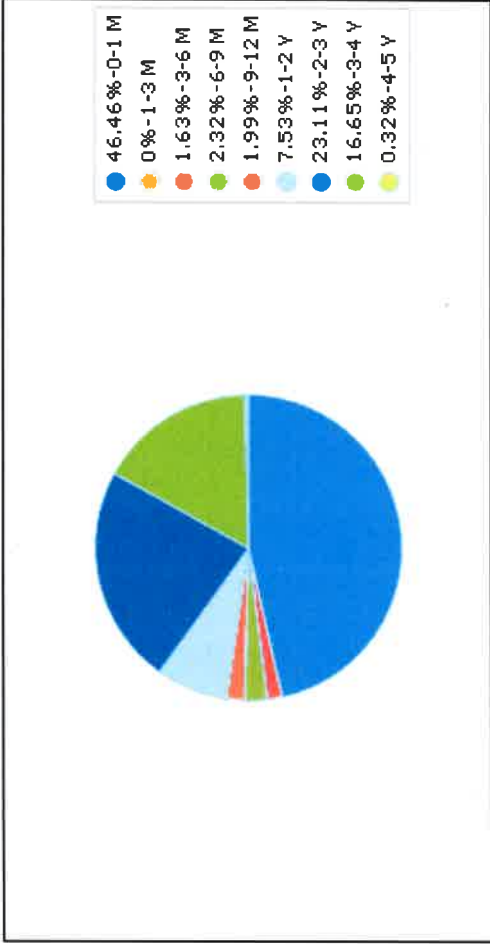
Distribution by Maturity Range - Market Value

All Portfolios

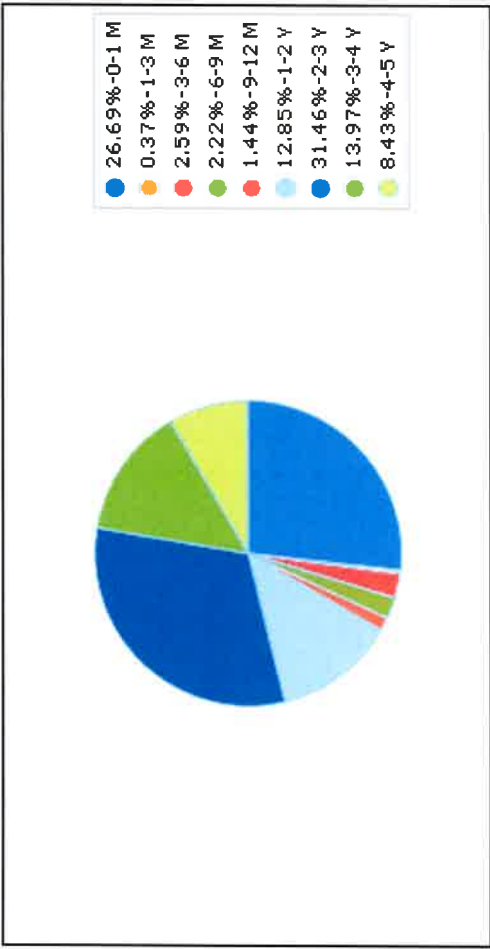
Begin Date: 12/31/2014, End Date: 3/31/2015

Maturity Range	Maturity Range Allocation		% of Portfolio 3/31/2015
	Market Value 12/31/2014	Market Value 3/31/2015	
0-1 Month	35,382,612.53	18,155,787.43	26.69
1-3 Months	0.00	250,077.50	0.37
3-6 Months	1,238,095.95	1,760,950.00	2.59
6-9 Months	1,764,212.50	1,512,135.00	2.22
9-12 Months	1,515,525.00	979,380.15	1.44
1-2 Years	5,731,376.90	8,742,370.50	12.85
2-3 Years	17,596,230.00	21,401,096.05	31.46
3-4 Years	12,678,900.40	9,502,556.25	13.97
4-5 Years	242,466.70	5,732,483.65	8.43
Total / Average	76,149,419.98	68,036,836.53	100.00

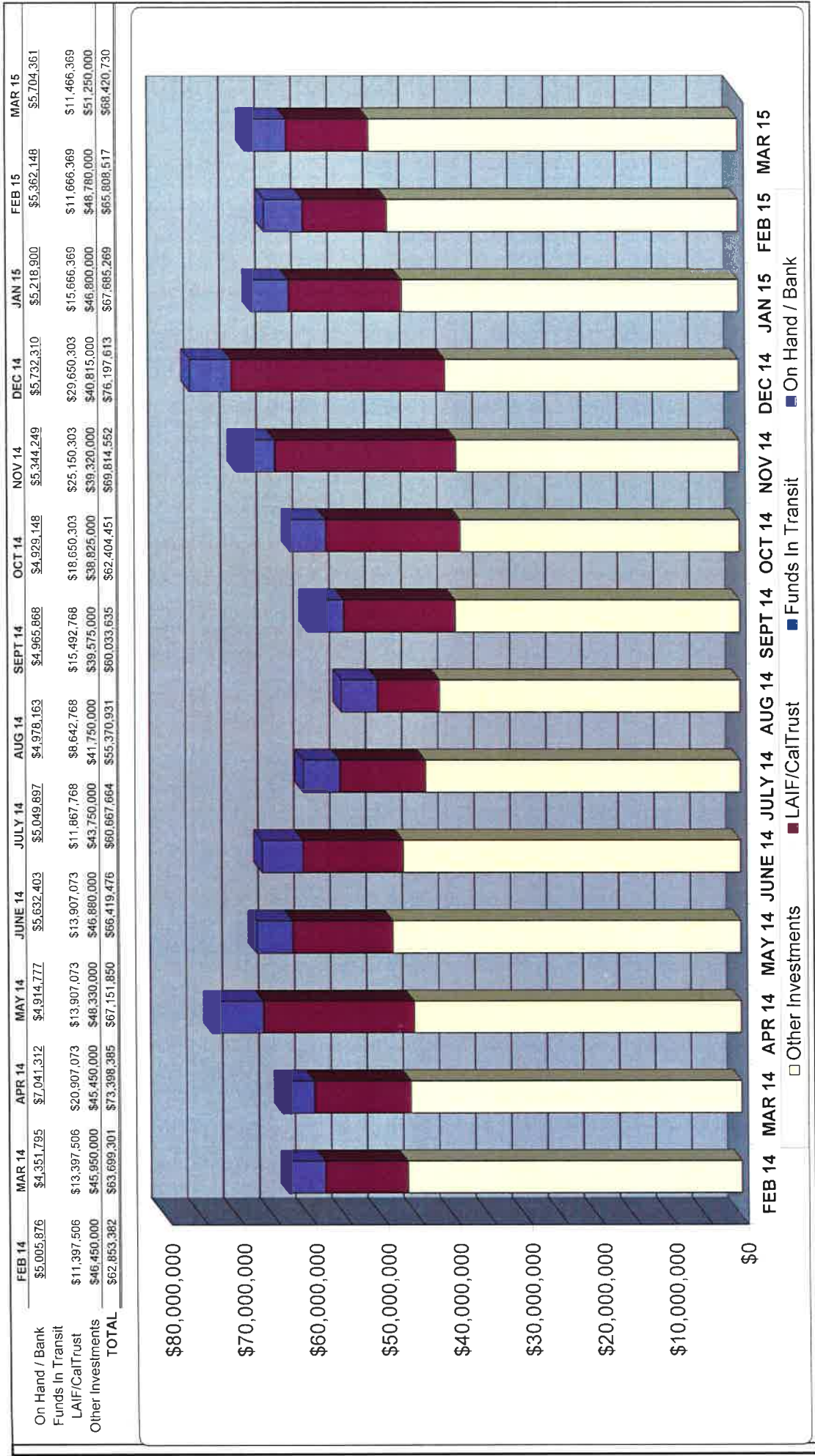
Portfolio Holdings as of 12/31/2014



Portfolio Holdings as of 3/31/2015



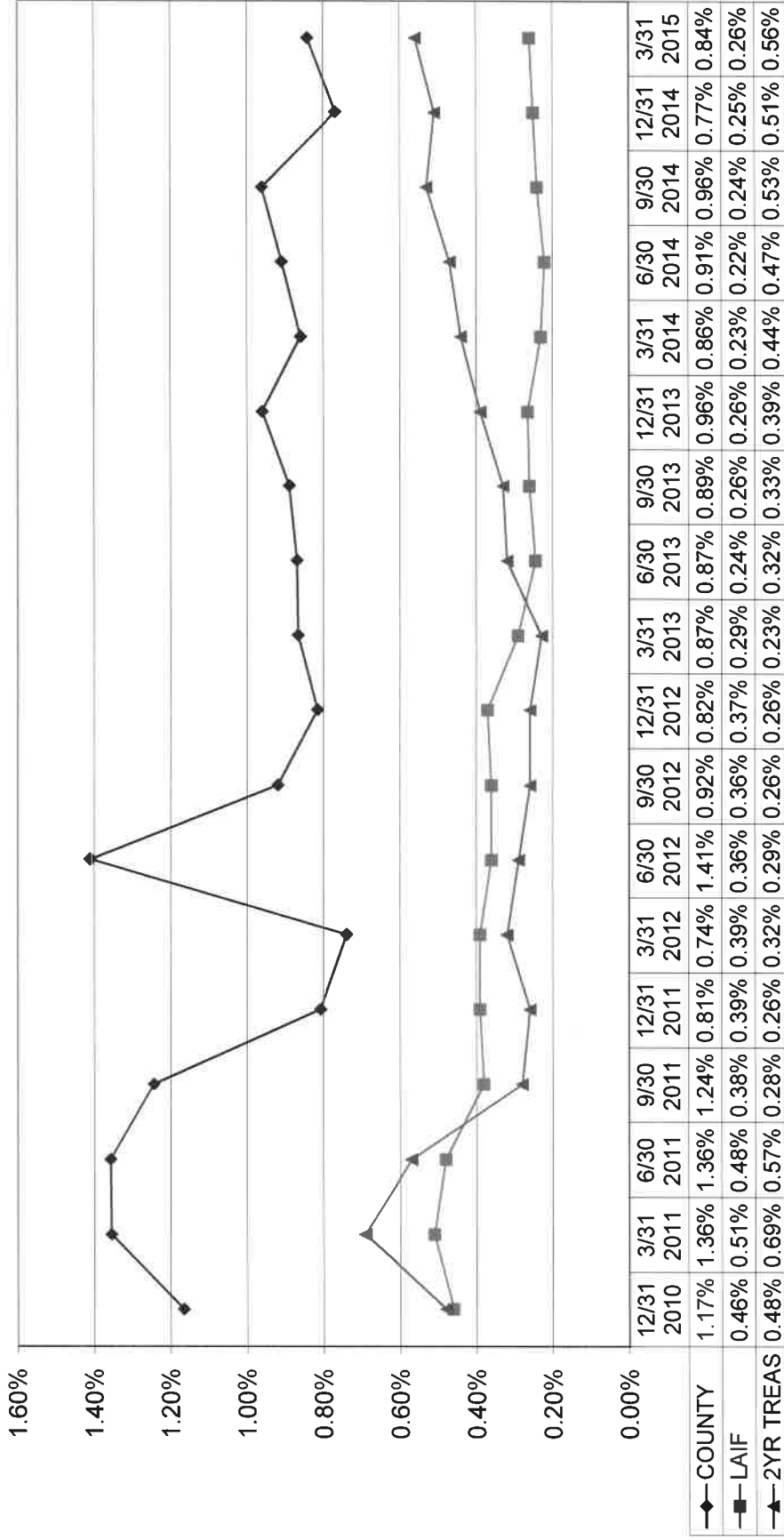
TREASURY CASH BALANCES AS OF THE LAST DAY OF THE MOST RECENT 14 MONTHS



MATURITIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
Calendar Year 2015				\$985,000.00		\$250,000.00	\$250,000.00	\$750,000.00	\$750,000.00	\$250,000.00	\$1,250,000.00		\$4,485,000.00
Calendar Year 2016		\$490,000.00	\$490,000.00		\$1,440,000.00	\$500,000.00	\$245,000.00	\$245,000.00	\$740,000.00	\$1,025,000.00	\$4,000,000.00		\$8,675,000.00
Calendar Year 2017		\$745,000.00			\$500,000.00	\$500,000.00		\$1,400,000.00	\$2,250,000.00		\$4,000,000.00	\$6,500,000.00	\$16,140,000.00
Calendar Year 2018		\$2,745,000.00	\$500,000.00	\$500,000.00	\$1,000,000.00	\$4,500,000.00	\$2,000,000.00				\$245,000.00	\$245,000.00	\$15,235,000.00
Calendar Year 2019		\$1,000,000.00		\$1,000,000.00			\$735,000.00			\$1,000,000.00	\$1,245,000.00		\$4,980,000.00
Calendar Year 2020		\$245,000.00											\$1,735,000.00
TOTAL			\$1,490,000.00										\$51,250,000.00

On Hand / Bank
 LAIF/CalTrust
 Funds In Transit
 Other Investments

**MONO COUNTY TREASURY POOL
QUARTERLY YIELD COMPARISON**





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 12, 2015

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): Marshall Rudolph, John Vallejo, Leslie Chapman, and Jim Leddy. 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: /

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:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval

4/29/2015 6:10 AM	County Administrative Office	Yes
5/1/2015 1:01 PM	County Counsel	Yes
4/26/2015 6:20 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 12, 2015

TIME REQUIRED

SUBJECT

Closed Session - Public Employment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrator.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
5/5/2015 3:58 PM	County Administrative Office	Yes
5/1/2015 1:05 PM	County Counsel	Yes
4/30/2015 8:42 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 12, 2015

TIME REQUIRED

SUBJECT

Closed Session - Public Employment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: HR Manager

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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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No Attachments Available

History

Time

5/6/2015 9:13 AM

Who

Clerk of the Board

Approval

Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 12, 2015

TIME REQUIRED

SUBJECT

Closed Session - Conference With
Legal Counsel

**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: two. Facts and circumstances: personnel complaint.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

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History

Time	Who	Approval
5/5/2015 3:58 PM	County Administrative Office	Yes
5/1/2015 1:05 PM	County Counsel	Yes
5/6/2015 7:31 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 12, 2015

TIME REQUIRED

SUBJECT Closed Session - Conference with
Legal Counsel

**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.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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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No Attachments Available

History

Time	Who	Approval
5/5/2015 3:58 PM	County Administrative Office	Yes
5/1/2015 4:03 PM	County Counsel	Yes
5/6/2015 7:34 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 12, 2015

TIME REQUIRED

SUBJECT Closed Session - Conference with
Legal Counsel

**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.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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:

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YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
5/7/2015 7:28 AM	County Administrative Office	Yes
5/6/2015 2:34 PM	County Counsel	Yes
5/6/2015 4:52 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 12, 2015

Departments: Risk Management

TIME REQUIRED 30 minutes (10 minute presentation;
20 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Sarah Messerlian

SUBJECT Mono County Emergency Action Plan

AGENDA DESCRIPTION:

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

Mono County Emergency Action Plan.

RECOMMENDED ACTION:

Review and adopt Mono County Emergency Action Plan.

FISCAL IMPACT:

None.

CONTACT NAME: Sarah Messerlian

PHONE/EMAIL: (760) 932-5410 / smesserlian@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:

Click to download

- [Staff Report Mono County Emergency Action Plan](#)
- [Draft Emergency Action Plan](#)
- [Appendix A Floor Plans](#)

History

Time	Who	Approval
5/5/2015 4:08 PM	County Administrative Office	Yes
5/6/2015 2:25 PM	County Counsel	Yes
5/6/2015 9:40 AM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5410 • FAX (760) 932-5411

Jim Leddy
County Administrative Officer

May 12, 2015

To: Honorable Chair and Members of the Board of Supervisors
From: Sarah Messerlian, Risk Manager

SUBJECT

Mono County Emergency Action Plan

RECOMMENDATION

Review and adopt Mono County Emergency Action Plan

FISCAL IMPACT

None

DISCUSSION

Title 8, Section 3220 of the California Code of Regulations (CCR Title 8 Subchapter 7. Group 1. Article 2 – 3220) requires that Mono County provide a written Emergency Action Plan, and that said plan “shall cover those designated actions employers and employees must take to ensure employee safety from fire and other emergencies.”

It is the County's goal to provide a safe work environment, compliant with all federal, state and local safety regulations, and an atmosphere that promotes the health and safety of all employees.

Attached for the Board’s consideration is a copy of the Mono County Emergency Action Plan. The plan as drafted is consistent with law and generally reflects current practices. The plan as drafted has been reviewed and approved by both Trindel Insurance Fund and County Counsel.

If you have any questions please contact me at (760) 932-5410 or smesserlian@mono.ca.gov

MONO COUNTY

Emergency Action Plan



Please direct any questions or concerns regarding this plan to the Risk Manager.

Rev. May 2015

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1.0 PURPOSE

The purpose of the Emergency Action Plan is to serve as a supplement to Mono County's Injury and Illness Prevention Program (IIPP) and must be used in conjunction with the IIPP. The Emergency Action Plan establishes procedures and provides information which is necessary to ensure that employees of the County are knowledgeable in the event of an emergency and to ensure their own safety and the safety of others.

See California Code of Regulations, Title 8, Section 3220

2.0 INTRODUCTION

Emergencies, disasters, accidents and injuries can occur at any time usually without warning. Being prepared physically and mentally to handle emergencies is an individual as well as an organizational responsibility.

Mono County has established emergency procedures for you to follow so that the effects of these emergencies can be minimized. Your safety is of primary importance.

Our goal is to acquaint you with an effective plan for handling possible emergencies and disasters. Once you are familiar with this information, you will be able to better protect yourself and others. You are encouraged to read this guide in its entirety to gain the knowledge to be able to act quickly in an emergency situation to minimize your exposure to danger. If you have questions or need further information, please contact your immediate supervisor or Risk Management.

The last page of this action plan is an Emergency Action Plan Form that must be filled out by the Department Head. This information is very important and is site specific to your working environment. Use this form as a tool to be better prepared in the event of an emergency in your area.

3.0 EMPLOYEE INJURY

3.1 Serious or Life Threatening Injuries:

Dial 9-911

Use the following list of examples and your own experience to determine if a life threatening emergency exists and when to call for help:

- Persistent or sudden chest pain;
- Difficulty breathing;
- Uncontrollable bleeding;
- Severe altered level of consciousness;
- Injuries involving trauma (falls, head injuries, burns, etc.).

For all types of injuries:

- Keep person calm and comfortable as possible;
- Do not move the person unless absolutely necessary;
- Never give liquids to an unconscious person;
- Do not remove objects that are embedded in a person's skin.

Non-Life Threatening Injuries/First Aid

Types of these injuries may include:

- Twisted ankle, wrist and/or back pain (e.g. musculoskeletal disorders);
- Minor cuts or abrasions that might require medical attention;
- Debris, dust and chemicals in eye (use eyewash first if available).

Employees should be escorted to the closest available care.

3.2 Reporting Responsibilities for Workplace Injuries/Illnesses:

3.2.1 Employees: It is the employees' responsibility to report an injury to your supervisor immediately.

3.3.2 Supervisors: It is the supervisors' responsibility to report the injury/illness immediately to Risk Management.

4.0 FIRE EMERGENCIES

If there is a fire, explosions, or smoke in a building, take the following steps:

- Remove anyone from immediate danger;
- Call 9-911 to report the fire;
- Proceed to the nearest exit in an orderly fashion;
- Close all doors (do not lock the doors);
- If smoke is present, stay close to the floor;
- Once outside, proceed to the designated assembly area as shown on Appendix A.
- An alternate assembly area may be required depending on wind direction or the magnitude of the fire hazard;
- Remain at the assembly area and await further direction from your supervisor;
- Attempt to account for all persons;
- Stay at the designated assembly area until the fire department or designated representative has given the “all clear” to re-enter the building or otherwise.

If you are trapped in a room:

- Put a wet towel at the base of the door;
- Call 9-911 and tell them your location;
- If possible, open the window for fresh air. Stay as close to the floor as possible since smoke rises;
- If possible, hang or wave a towel or other clothing outside the window to get attention.

If your clothing is on fire, **STOP, DROP and ROLL.**

In the event of a fire the County does not require employees to use a fire extinguisher. However, if you have received fire extinguisher training and are comfortable in extinguishing an incipient stage fire, you may attempt to extinguish the fire with a fire extinguisher if ALL of the follow conditions are met:

- Emergency responders and occupants have been notified;
- If the fire is small (waste basket size) and has not spread from its originating point;
- You have the correct type of extinguisher;
- Your exit is clear and you can extinguish the fire with your back to the exit door.

5.0 BOMB THREAT

Take a bomb threat very seriously, and report it immediately to 9-911 and then your immediate supervisor.

The authorities will determine what immediate actions are appropriate to take (up to and including evacuation).

5.1 A written bomb threat or package:

- Do not handle the object any more than necessary;
- Do not disturb any powder or liquid coming from a suspicious package.

5.2 A telephone bomb threat:

- Note the exact time of the call;
- Attempt to write down the exact words of the caller;
- Try to ask clear and exact questions (type, time, place, etc.);
 - Where it is located?
 - What kind of bomb is it?
 - What does it look like?
 - When is the bomb set to explode?
 - How do you deactivate it?
- As soon as you get off the phone, call 9-911 and give all the information you obtained.
- Try to note the caller's voice (lisp, gender, jargon, etc.).

6.0 EARTHQUAKE

6.1 During the earthquake:

- Stay Calm;
- Cover and hold: Get under a table, desk, or in the door frame;
- Face away from the windows (or other glass);
- Cover your head;
- If outside, get to the nearest open space away from buildings or overhangs.

6.2 After the earthquake stops:

- Check for personal injuries;
- Evacuate the building if necessary, using the predetermined routes shown on Appendix A;
- Notify 9-911 of any injuries or immediate health hazards;
- Do not leave County facilities until you are sure that the surrounding areas are safe (e.g. streets, highways, bridges);
- If there is damage to the building, make sure the building has been checked by the fire department and/or a designated representative and deemed safe before re-entering the building.

7.0 WORKPLACE VIOLENCE

The following guidelines are designed to assist employees should a violent person present themselves in a County facility.

7.1 Emergency Procedures:

Immediate Threat;

- Get out of the area and away from the immediate threat
- Call 9-911.

Violence Committed:

- Call 9-911 immediately if a person commits an act of violence against you or another person.

Intimidating Situation:

- Call 9-911 if a person has communicated a direct or indirect threat of physical or mental harm against you in any form (e.g. oral or written, gestures, expressions).

7.2 Non-Emergency Procedures:

If you are not in immediate physical danger, but you have information or concerns regarding workplace violence, contact your supervisor. The County has a zero tolerance for workplace violence.

8.0 UTILITIES FAILURE

Examples of utility failure that may occur are electrical outage, plumbing failure/flooding, natural gas leak, steam line break, ventilation problems and/or elevator failure.

Emergency

During or after hours: Call 9-911

Non-Emergency

During business hours:	Immediately notify Facilities ext 5440
After hours:	Notify Sheriff Dispatch at (760) 932-7549

If there is potential danger to you or other occupants:

- Call 9-911;
- In a situation where a building needs to be evacuated, please proceed to the building nearest assembly area shown on Appendix A;
- Assist disabled persons as needed;
- Do not use elevators;
- Stay at the designated assembly area until the fire department or designated representative has given the “all clear” to re-enter the building.

9.0 EVACUATION PROCEDURES

Evacuation of the building is **REQUIRED** when instructed to do so by your supervisor, law enforcement, or firefighting personnel.

Building Evacuation:

- Pre-determine the nearest exit to your work area and the route you will follow to get to the nearest assembly area as shown on Appendix A. Establish an alternate route in the event your first route is blocked or unsafe to use;
- Assist those needing assistance;
- In case of fire, do not use the elevator;
- Once outside, proceed to the nearest assembly area that is safe;
- Remain at the assembly area until otherwise instructed by the County or law enforcement;
- Attempt to account for all persons;
- Do not re-enter a building that you have been evacuated from until the fire department or designated representative has given the “all clear” to re-enter the building.

10.0 EVACUATION OF PERSONS WITH DISABILITIES

Assisting Persons with Disabilities

In cases of emergencies, individuals with mobility or sensory impairments (hearing or vision) may need assistance or guidance with evacuating a building. Do not use elevators if there is a fire or situation that could affect electricity/power.

To Assist Visually-Impaired Persons:

- Explain the nature of the emergency. Alarms or confusion may disorient a person, even when normally familiar with the area. Tell the person what needs to be done in order to evacuate;
- Guide the person with you. Allow the person to take your arm below the elbow and instruct them to follow you. Remember to move slowly and communicate clearly with the individual;
- Advise the individual of any hazards or obstacles in the path;
- When you have reached safety, advise the individual of their location and stay with them if necessary. Before leaving, make sure the individual does not need any further help.

To assist Hearing-Impaired Deaf/Hard of Hearing Persons:

- To get a person's attention, you can flash room lights, wave your arms, or tap on the person's shoulder;
- Gesture about what is happening and what to do (i.e. follow me, get down) or;
- Write on a board or paper the nature of the emergency or the evacuation route.

To Assist Mobility-Impaired Persons:

- First ask the individual if they have medical/health needs, advice, or requirements;
- Individuals using wheelchairs can be pushed or accompanied to safety. Do not use elevators. If needed, seek help to safely assist the person;
- If located in a building where stairs are to be used as the emergency exit for mobility-impaired persons, take that person to a safe area (i.e. stairwell landings, offices, or balconies), explain to them that you will go get help ASAP to evacuate them from the building. Do not put yourself in extra danger;
- Individuals using canes, crutches, or walkers should evacuate themselves except in the event that rapid evacuation is deemed essential;
- If in need of assistance, call 9-911. Do not attempt to transfer a person from a wheelchair unless absolutely necessary.

11.0 EMERGENCY ACTION PLAN FORM

Department/Area _____ Ext. _____

Supervisor _____

Building and Floor _____

Meeting Location _____

Other _____ Ext. _____

Other _____ Ext. _____

Other _____ Ext. _____

Building Specific Information _____

Designated Assistants for Visually & Mobility-Impaired Persons:

Person 1: _____

Person 2: _____

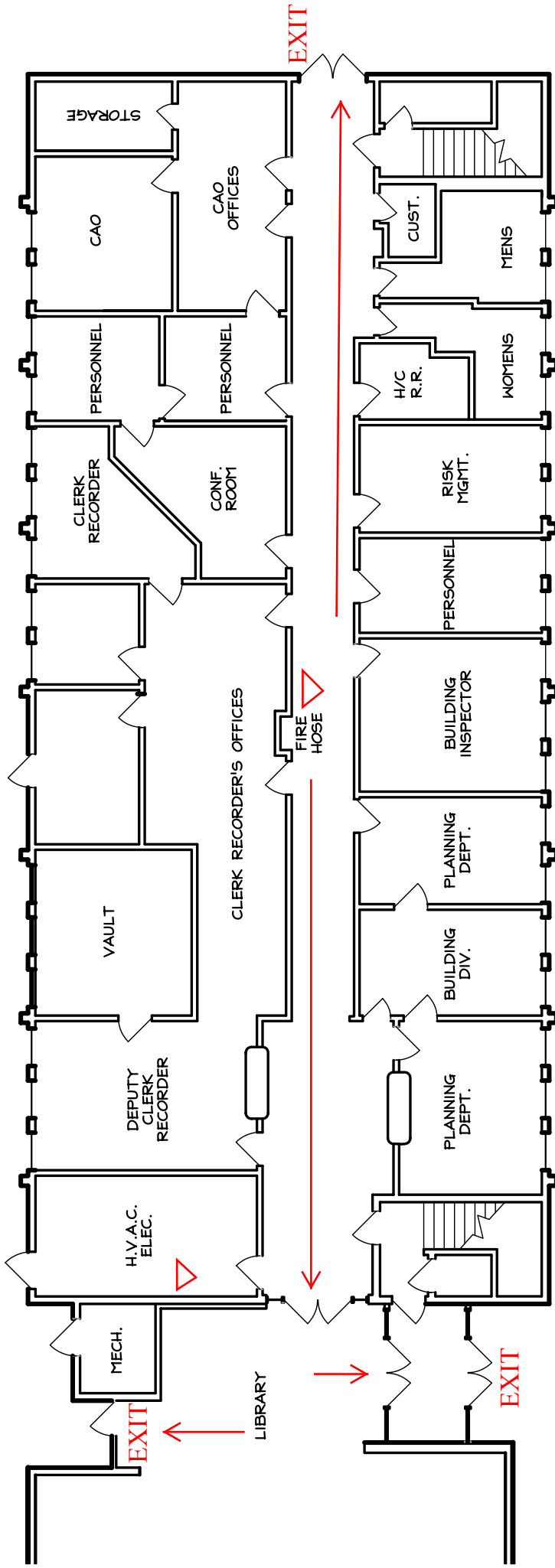
Person 3: _____

In the event of an emergency dial: 9-911

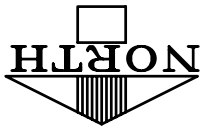
Appendix A



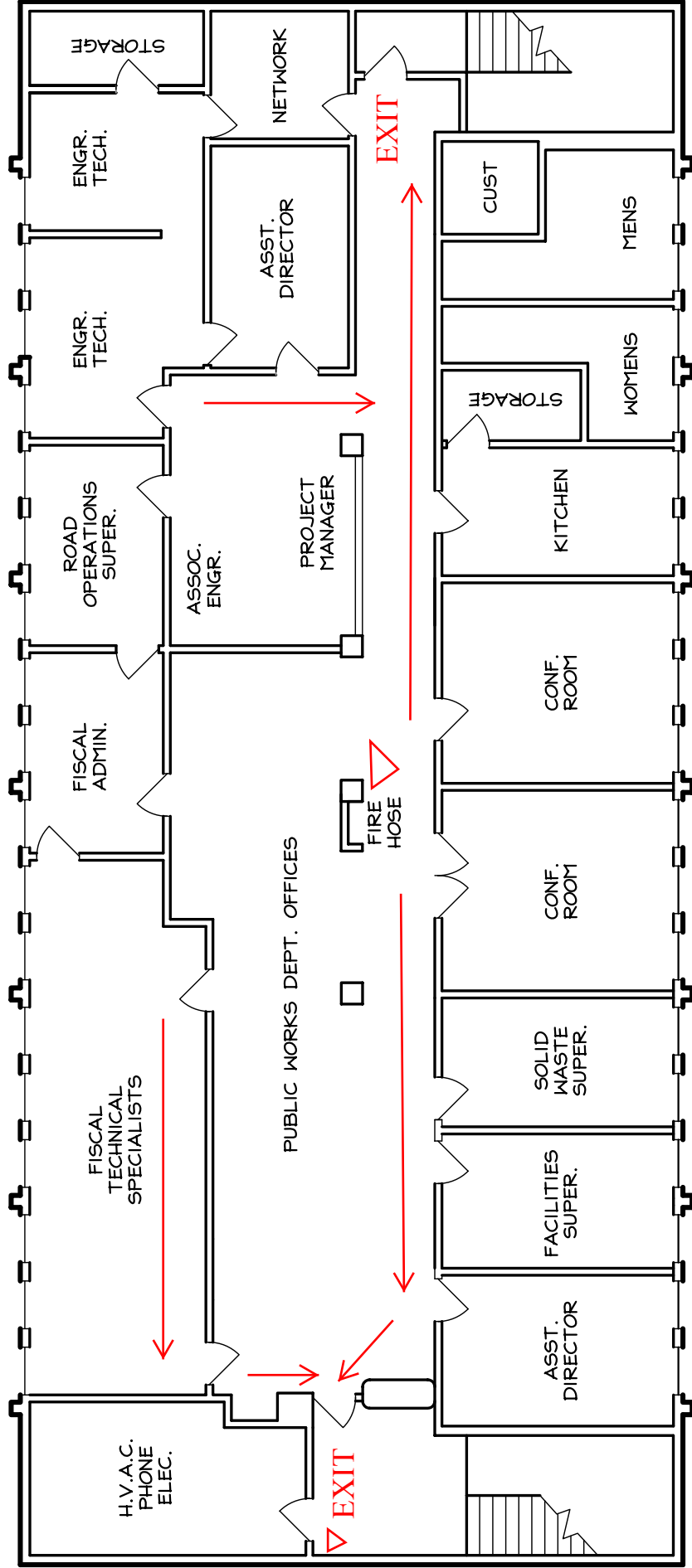
Annex 1 First Floor



Assembly Area
South West Corner of Lawn

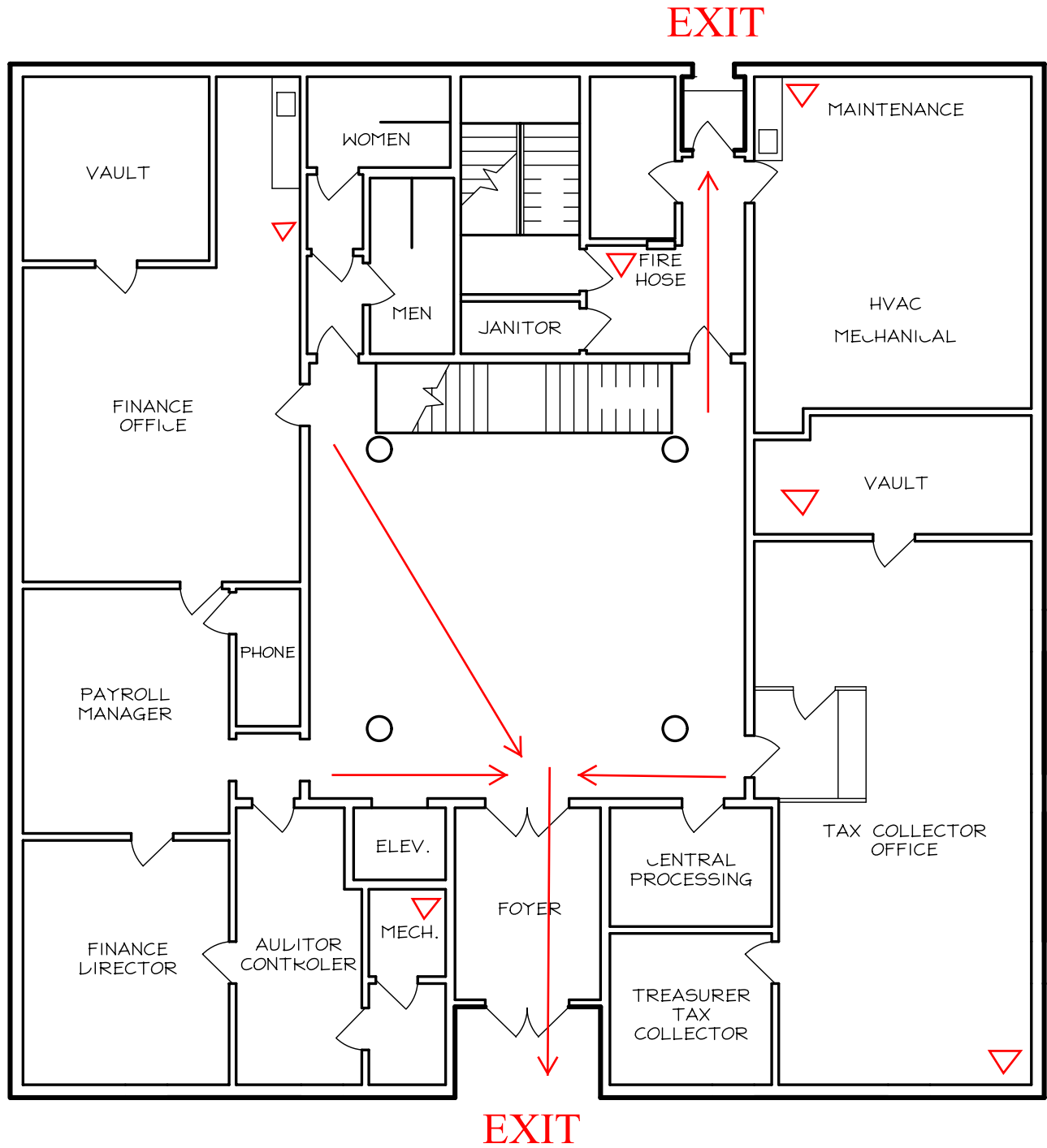


Annex 1 Second Floor



Assembly Area
South West Corner of Lawn

Annex 2 First Floor

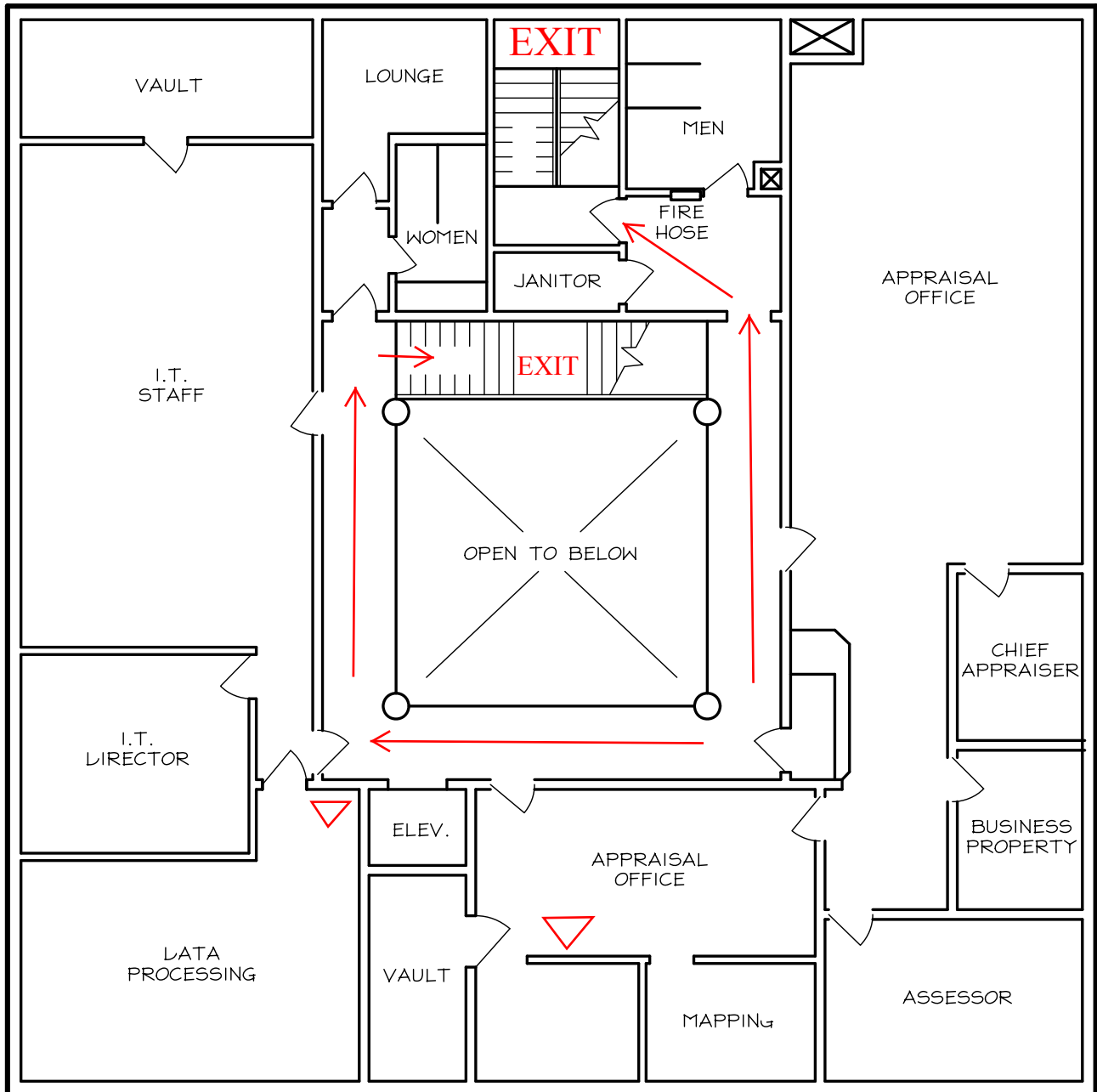


Assembly Area

South West Corner of Lawn

Annex 2

Second Floor



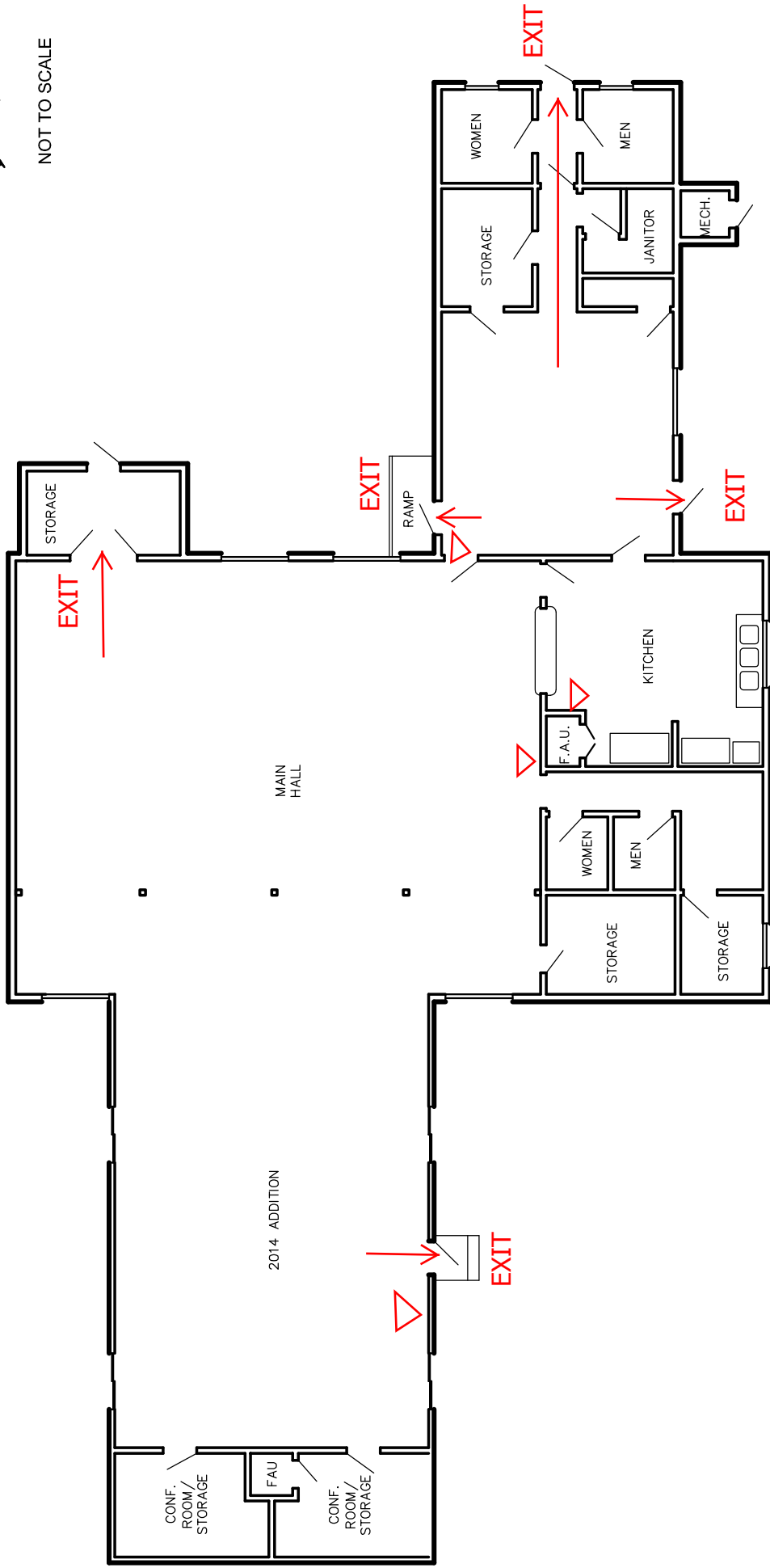
Assembly Area

South West Corner of Lawn

Antelope Valley Community Center



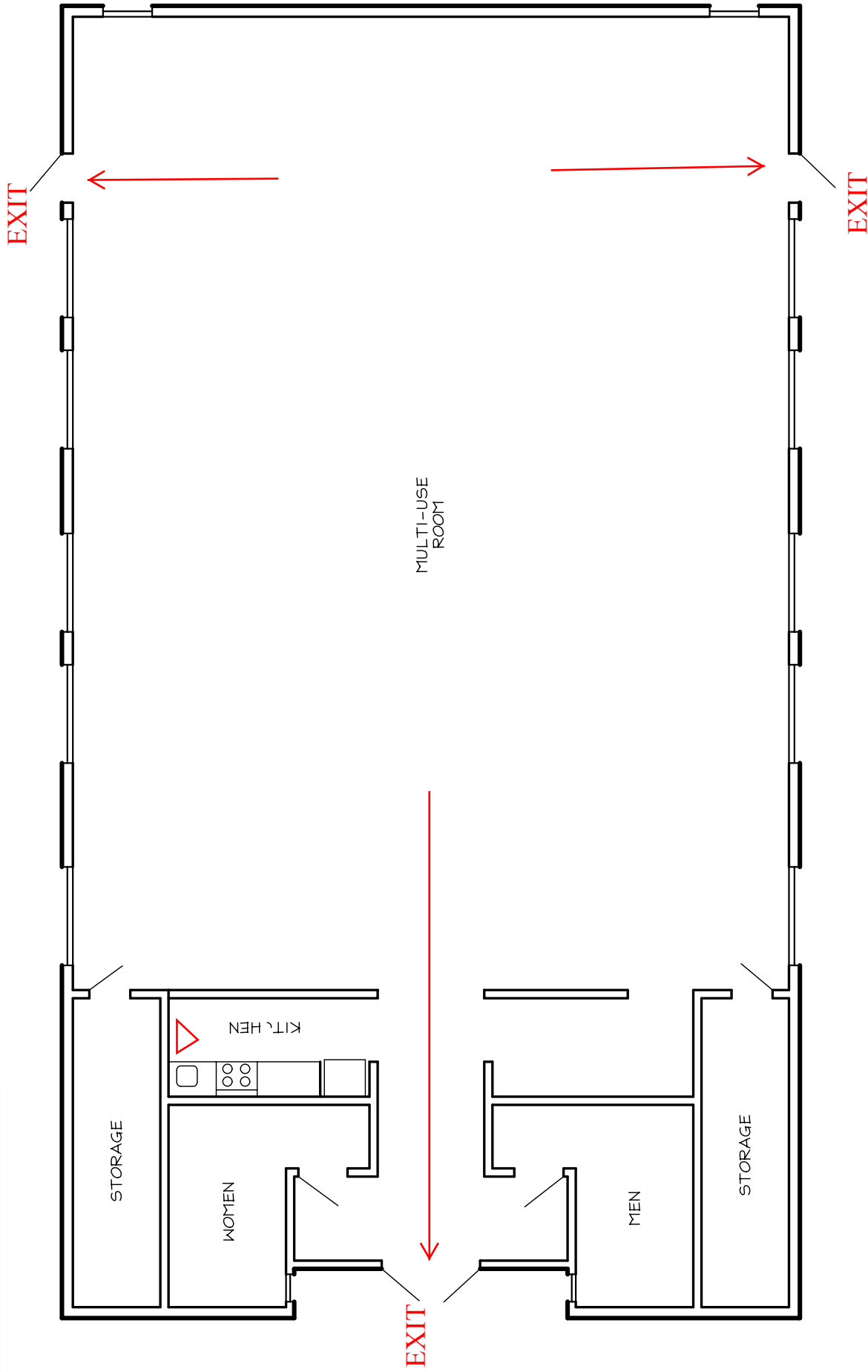
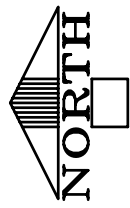
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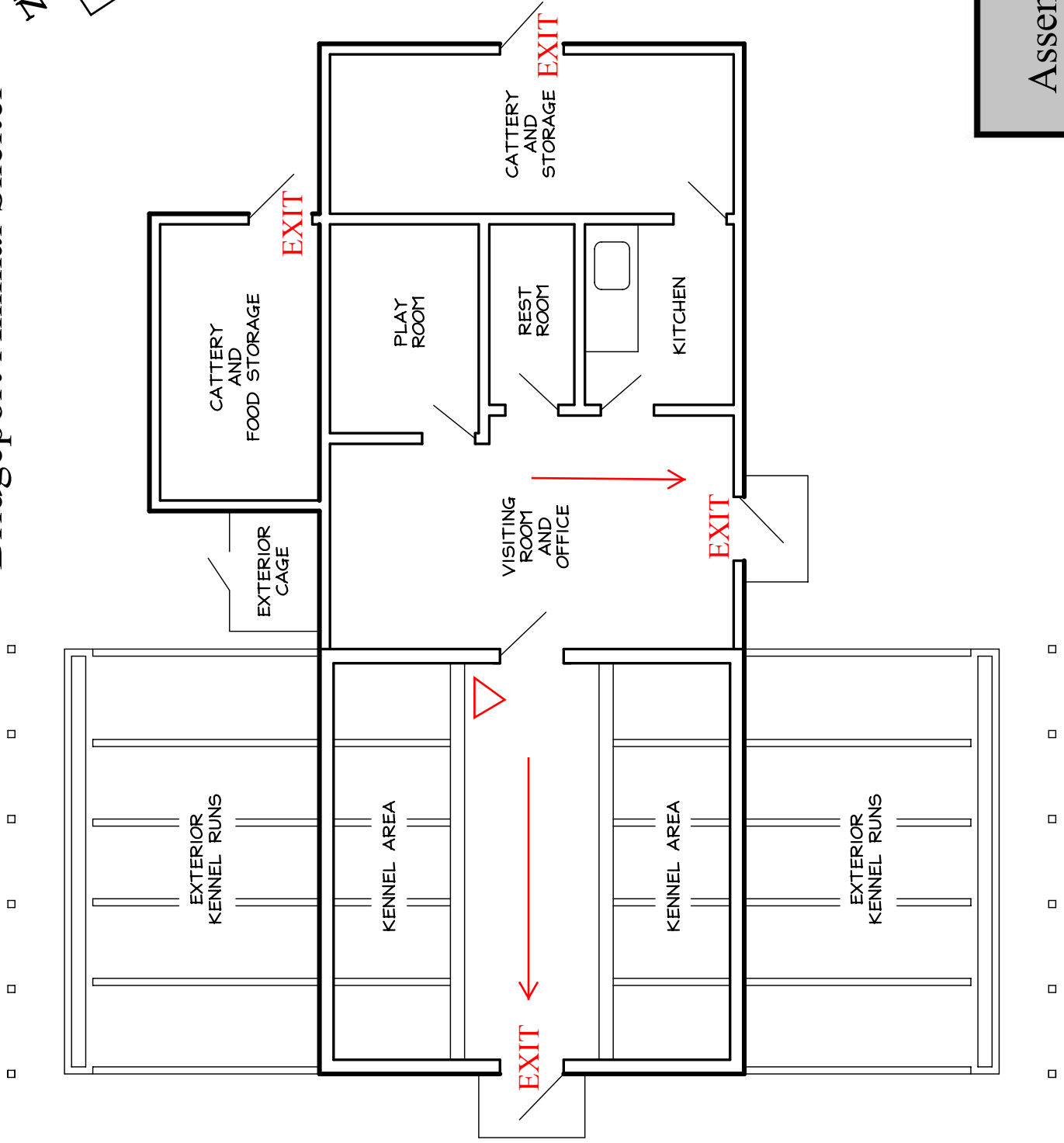
Assembly Area

North West Corner of Parking Lot

Benton Ida Lynn Community Center

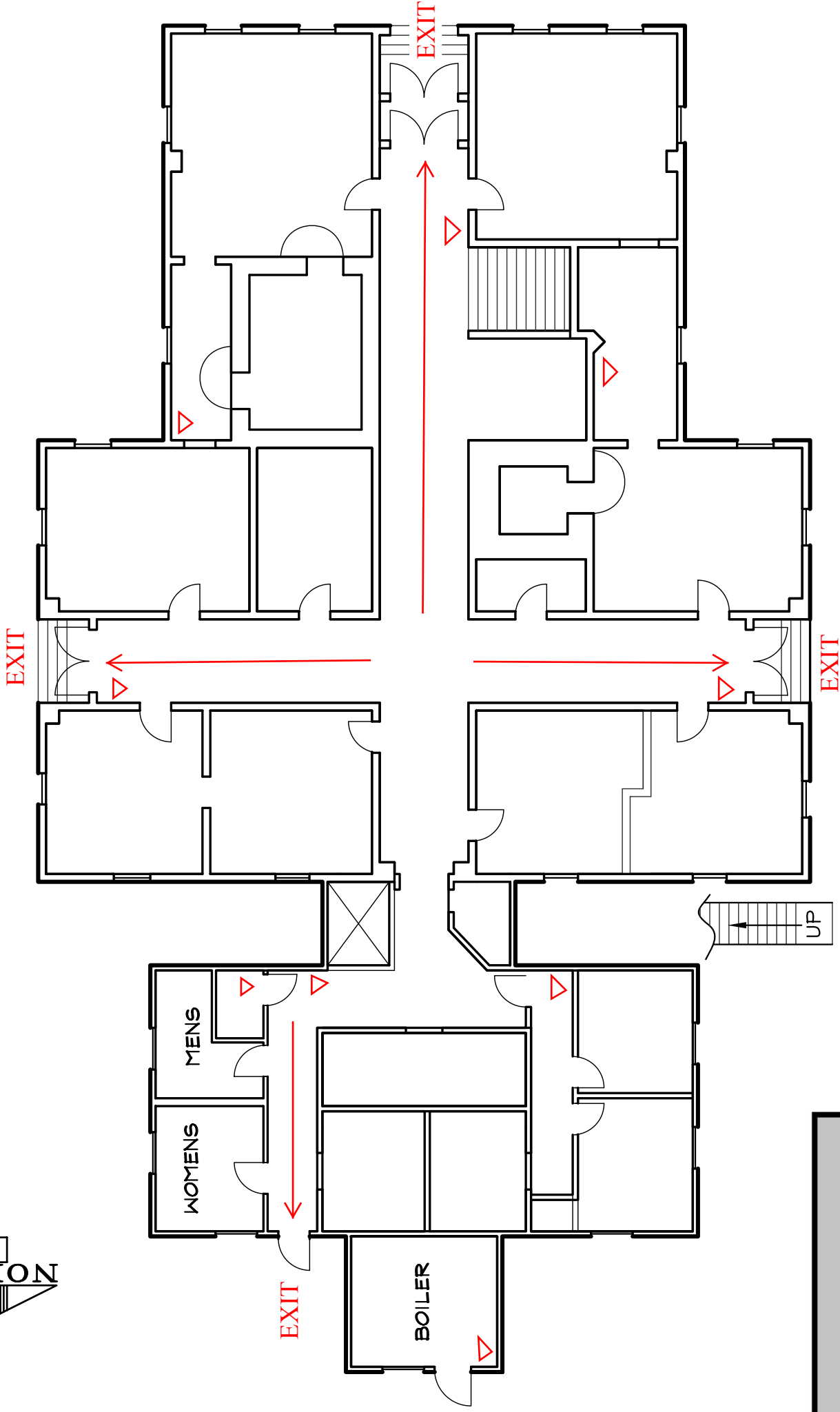
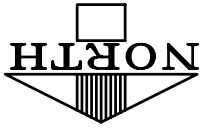


Bridgeport Animal Shelter



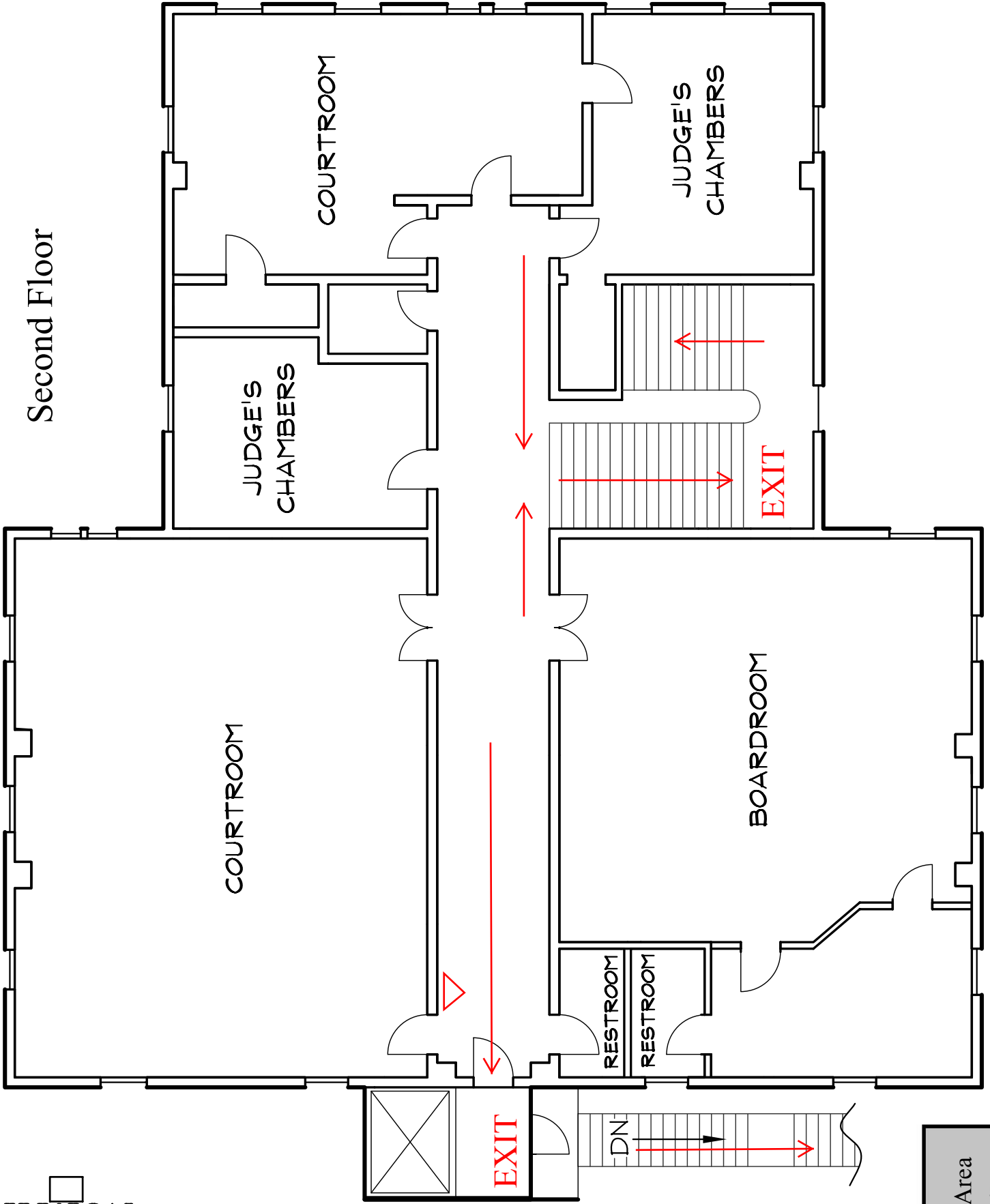
Assembly Area
East Corner of Parking lot

Courthouse
First Floor



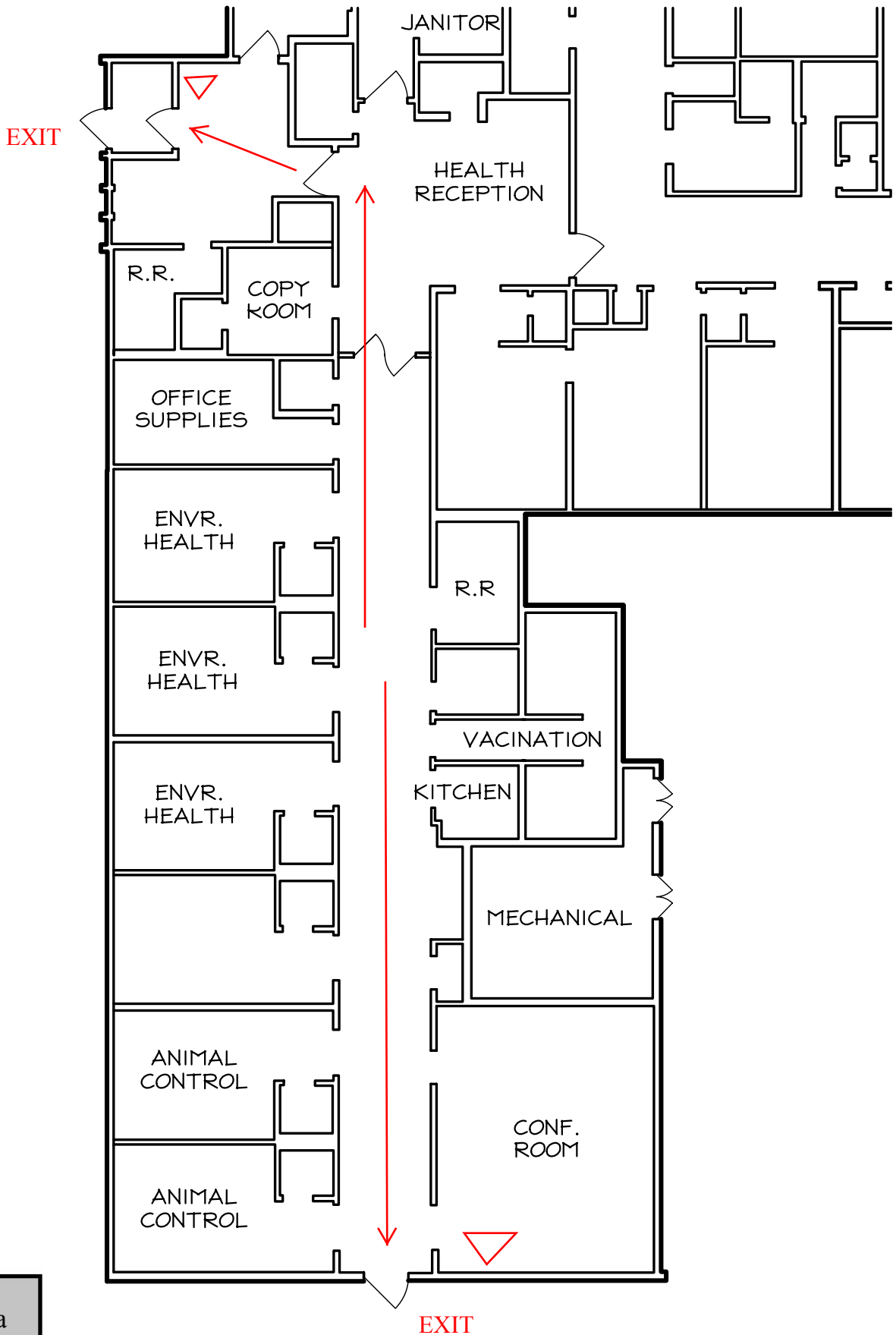
Assembly Area
North West Corner of Lawn

Courthouse
Second Floor



Assembly Area
North West Corner of Lawn

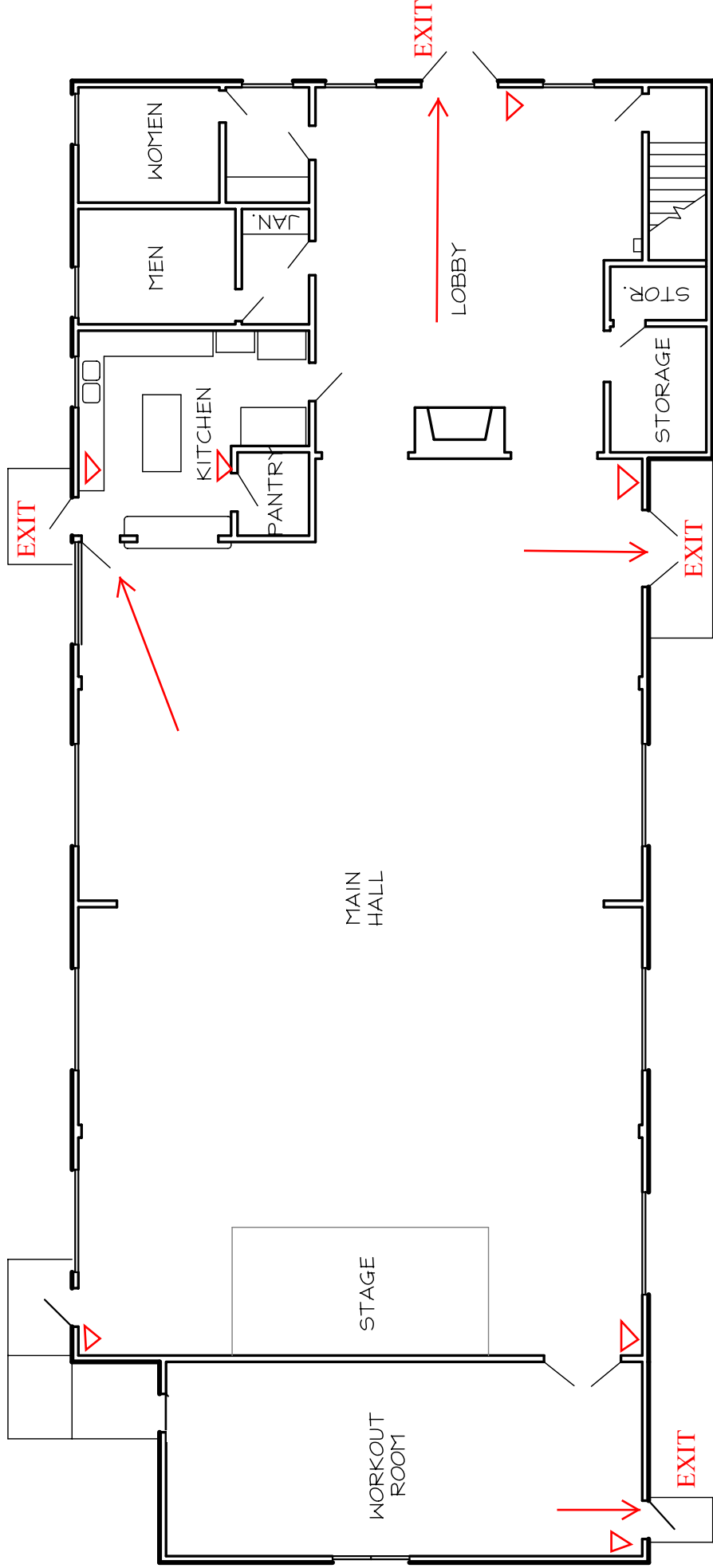
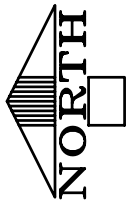
Bridgeport Hospital



Assembly Area

South West Corner of Parking lot

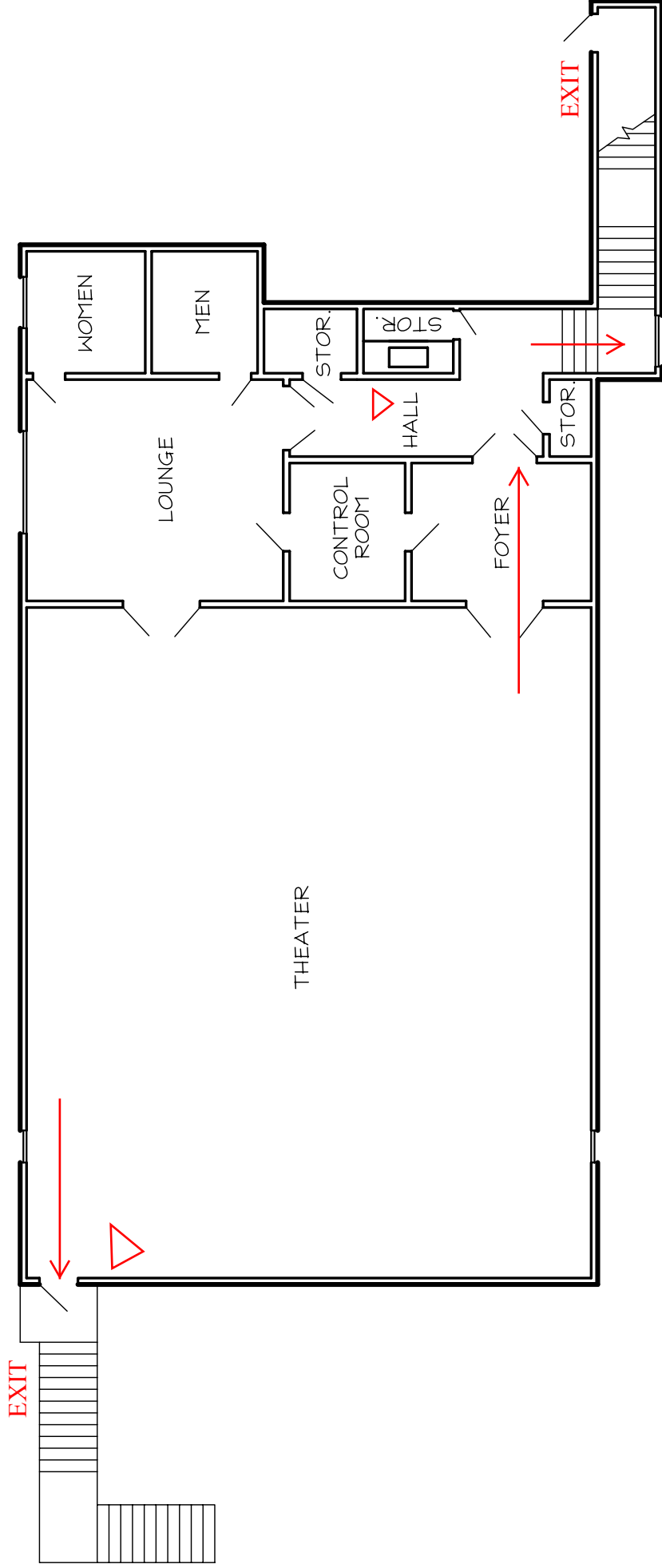
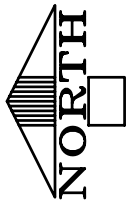
Bridgeport Memorial Hall



Assembly Area
Bridgeport Community Park

Bridgeport Memorial Hall

Second Floor

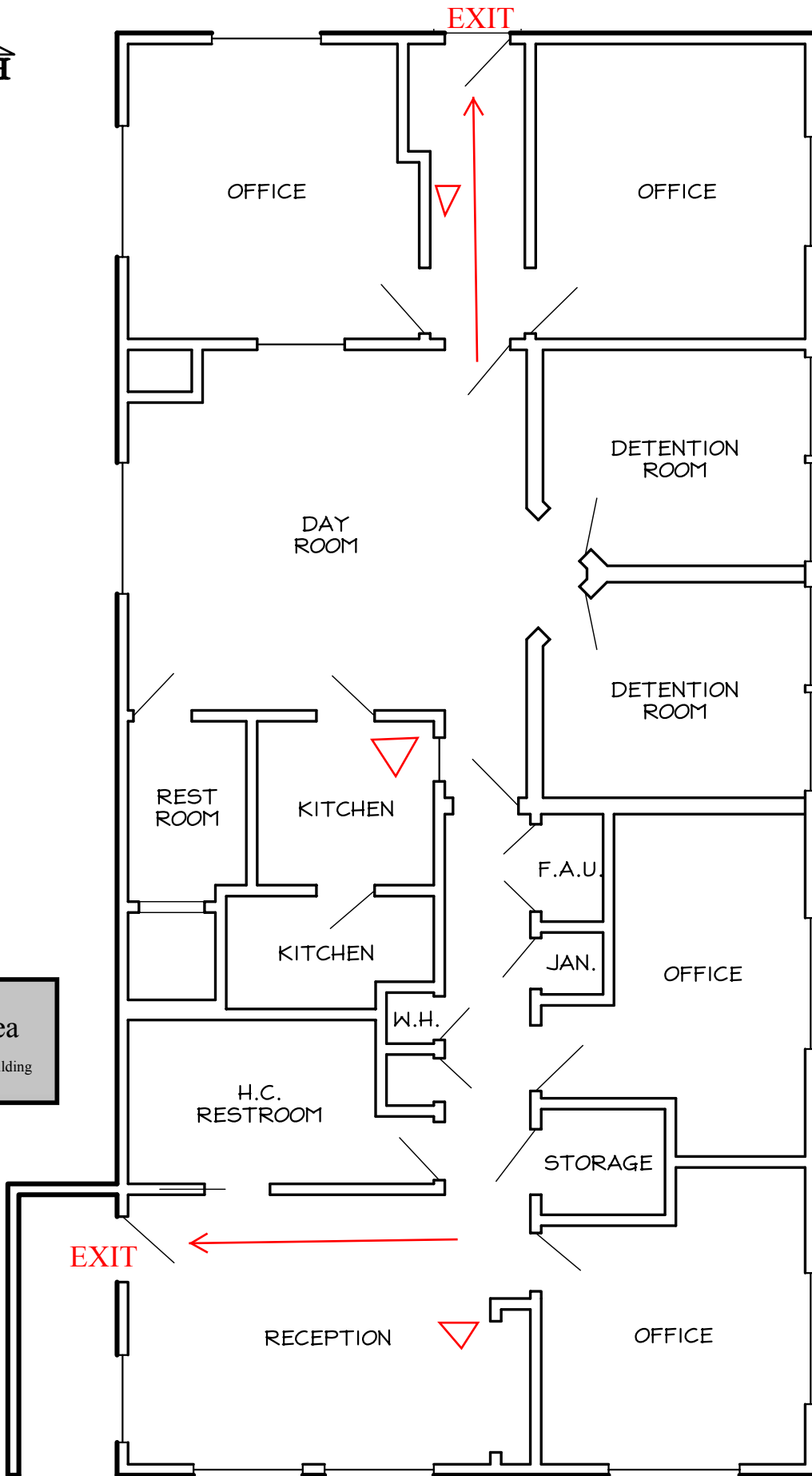


Assembly Area
Bridgeport Community Park

Bridgeport Probation



Assembly Area
Bryant Street in Front of Building

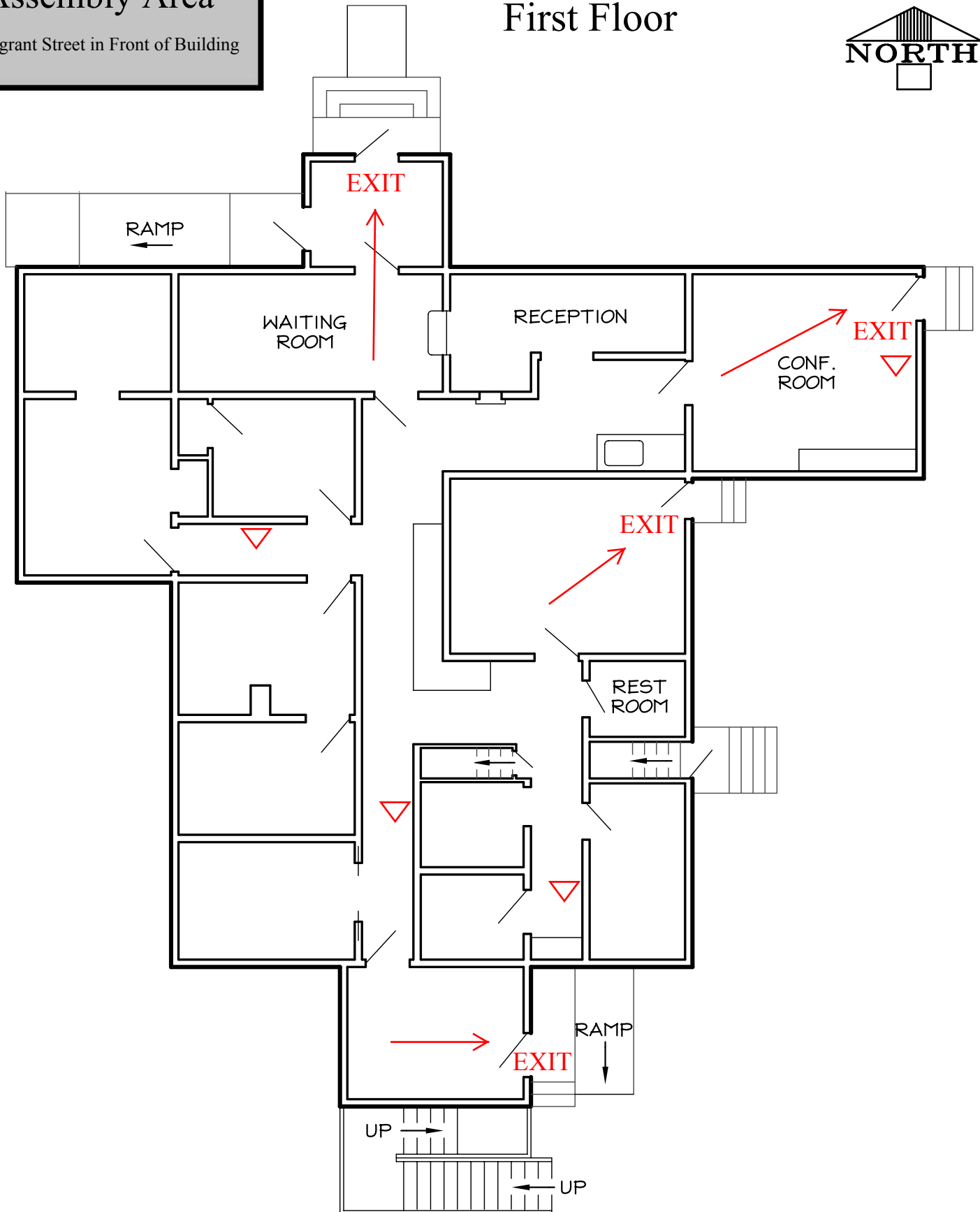


Assembly Area

Emigrant Street in Front of Building

Bridgeport Social Services

First Floor

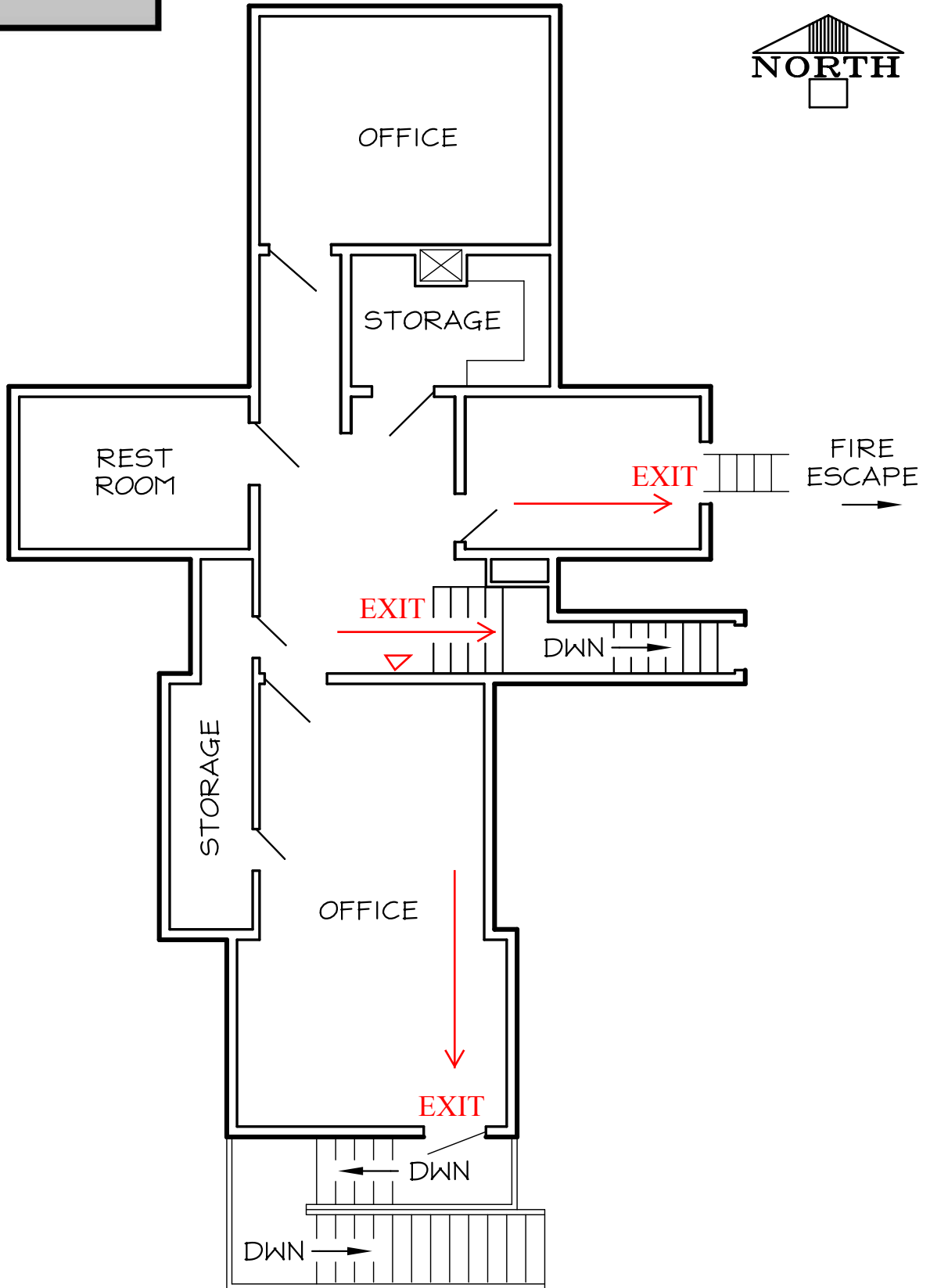


Assembly Area

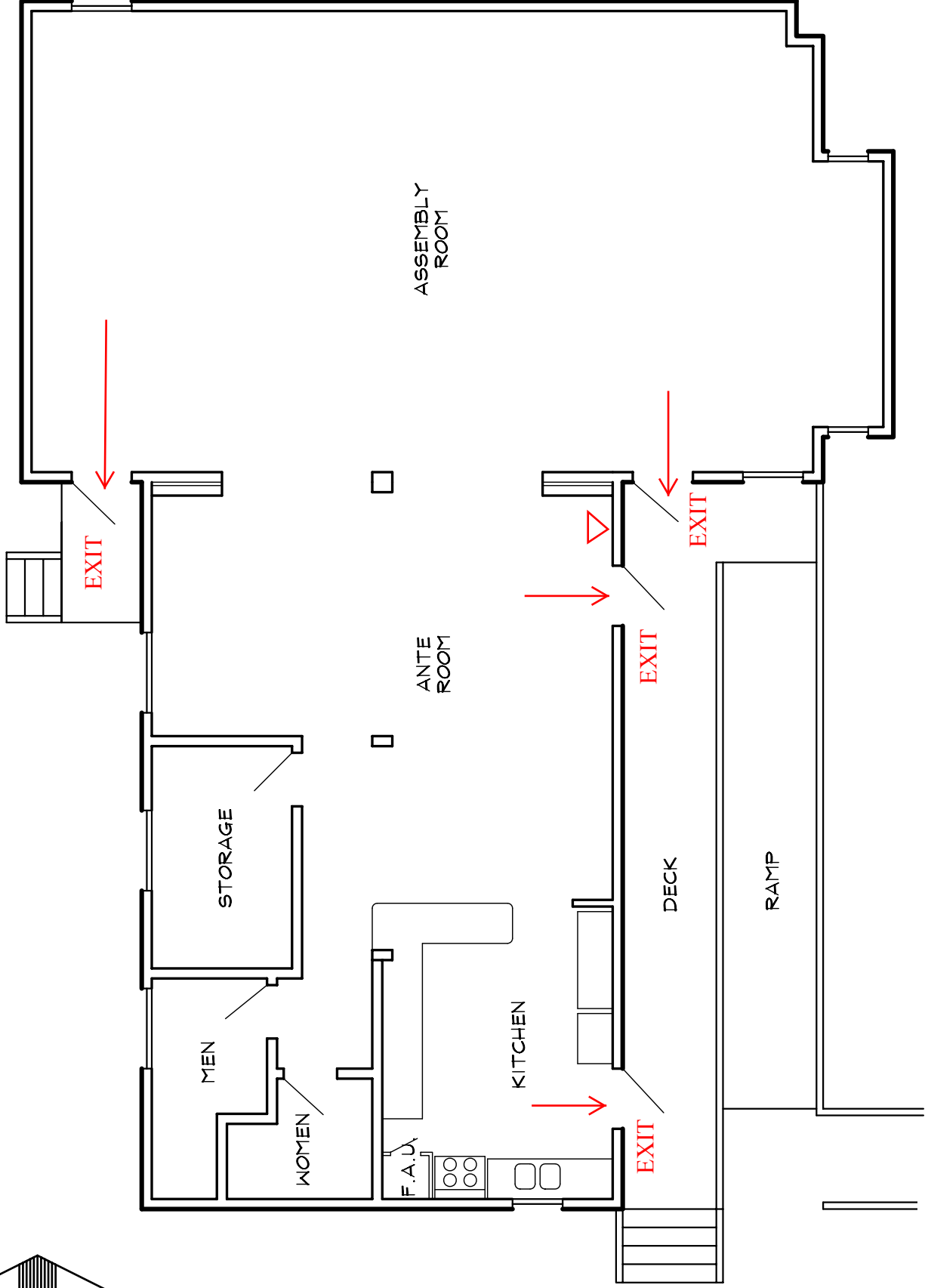
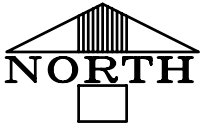
Emigrant Street in Front of Building

Bridgeport Social Services

Second Floor



Chalfant Community Center

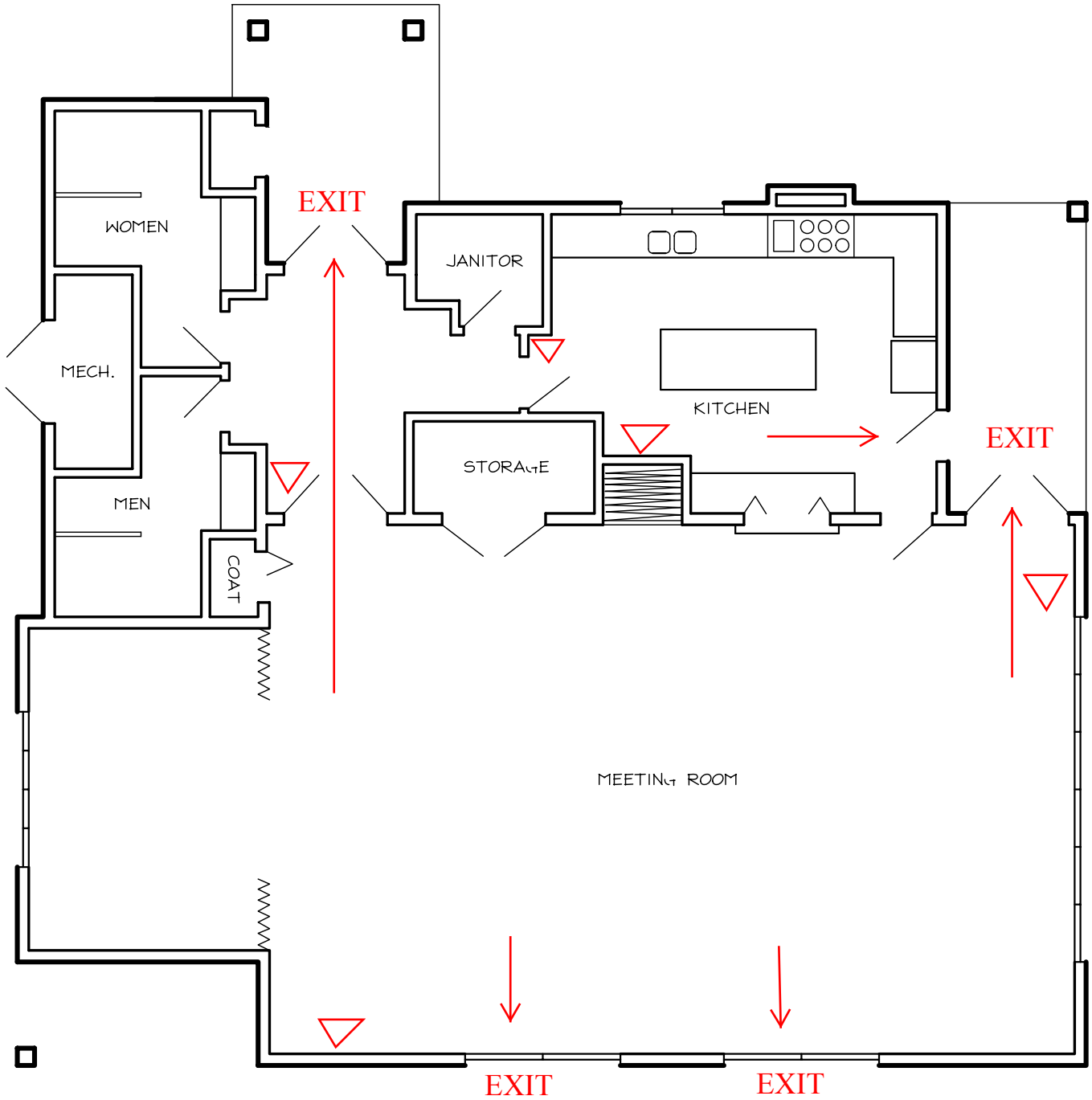


Assembly Area
Chalfant Community Park

Crowley Lake Community Center

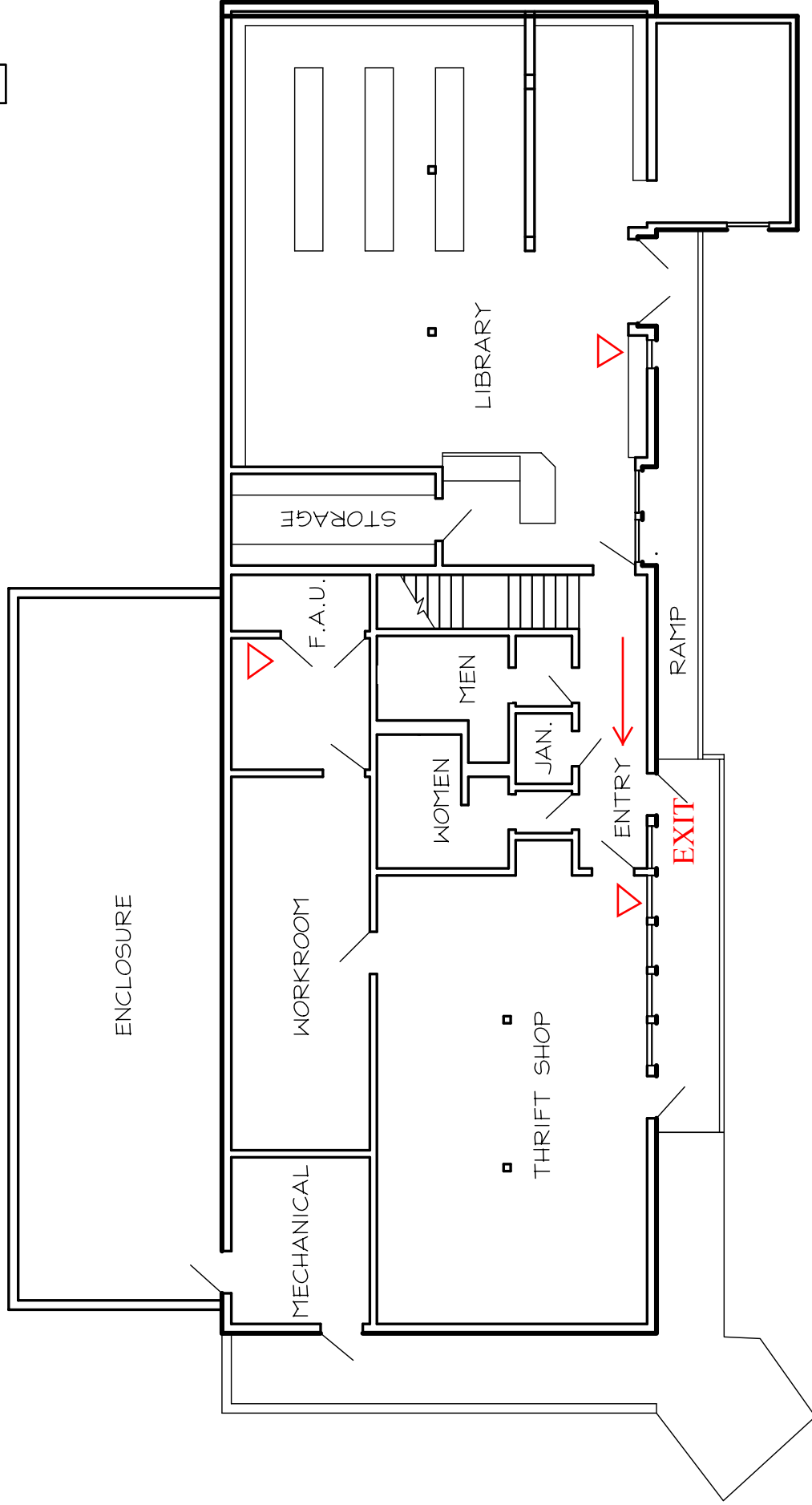
Assembly Area

East Corner of Parking Lot



June Lake Community Center

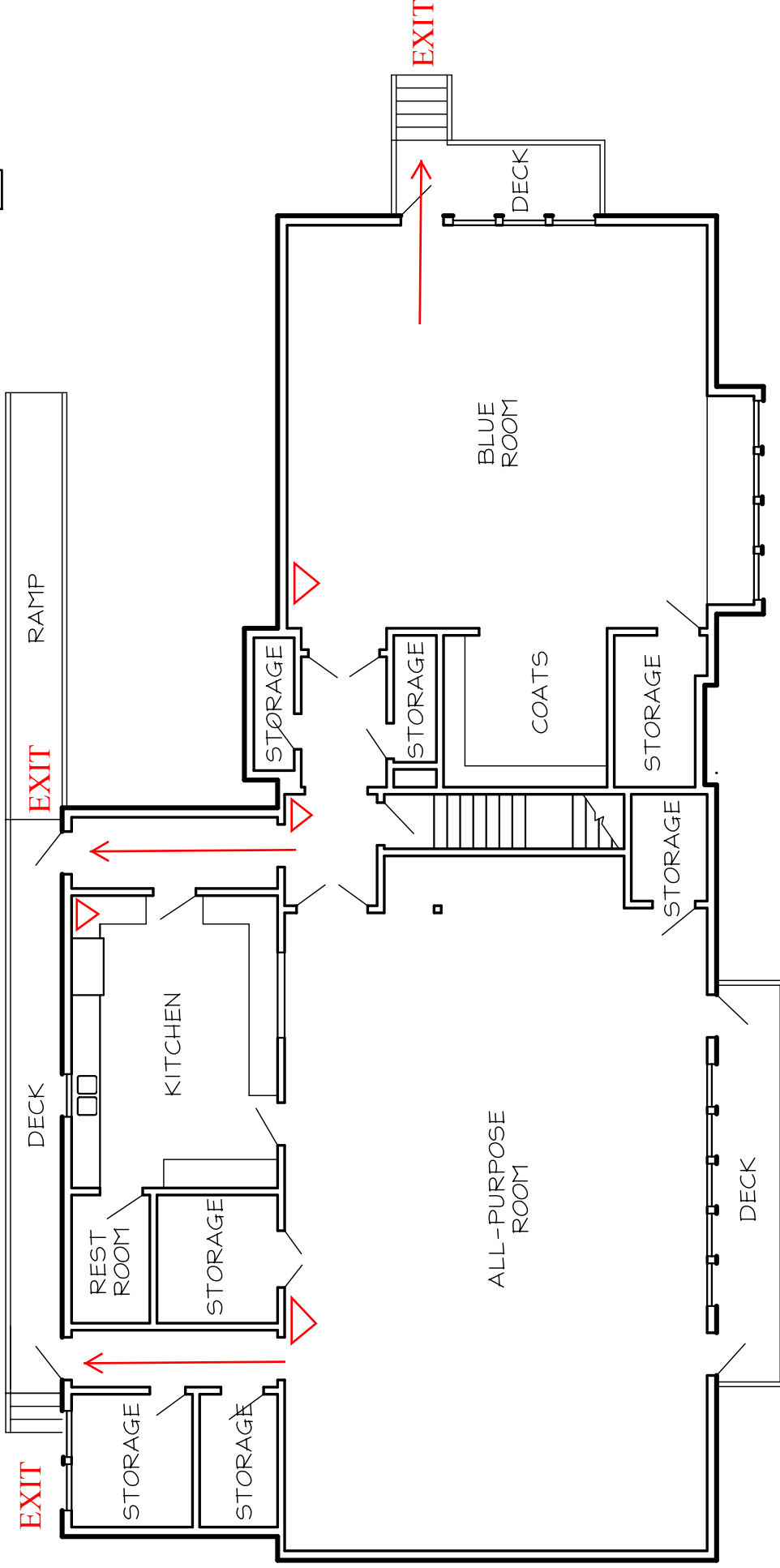
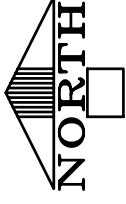
Lower Level



Assembly Area
South East Corner of Parking Lot

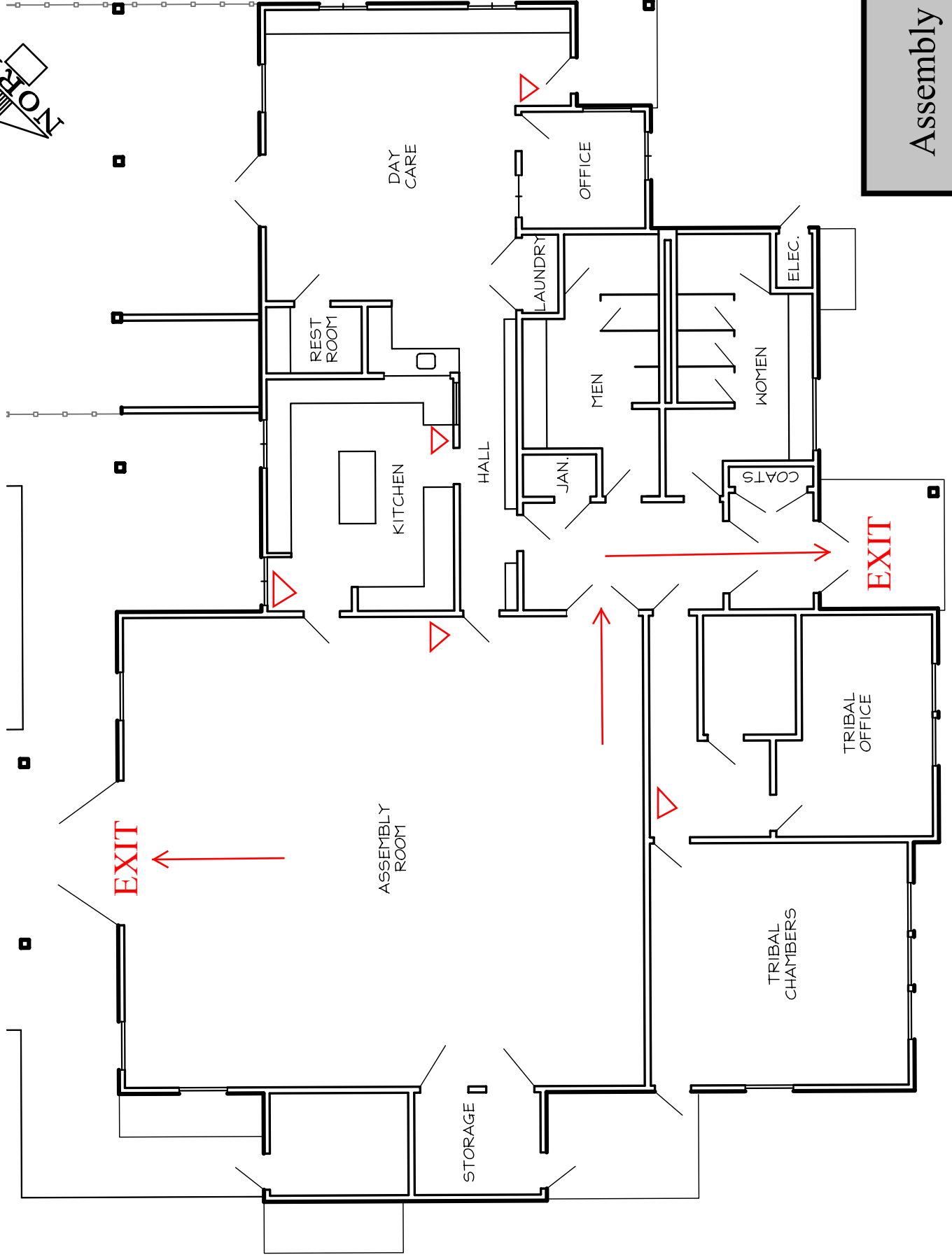
June Lake Community Center

Upper Level



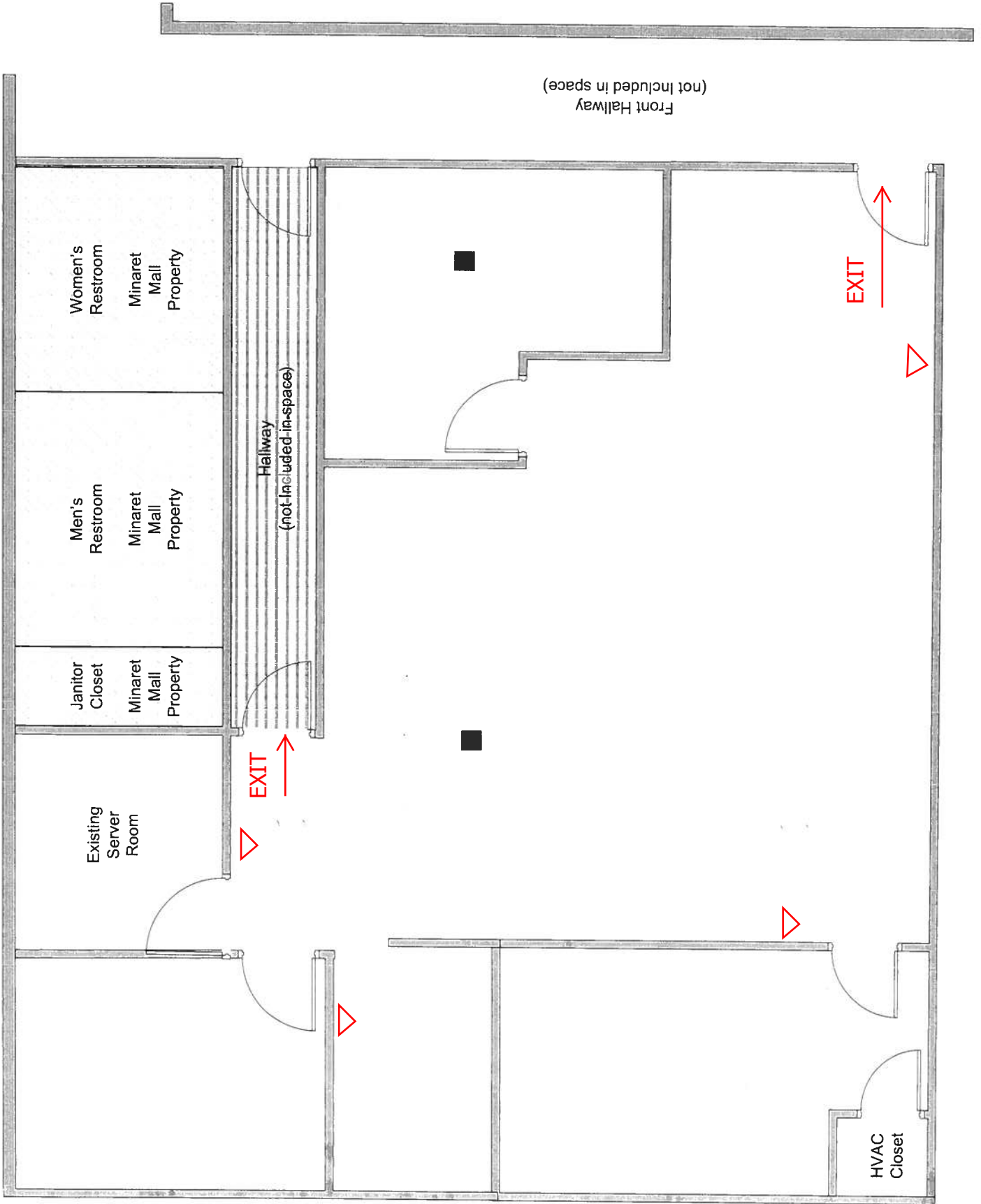
Assembly Area
South East Corner of Parking Lot

Lee Vining Community Center



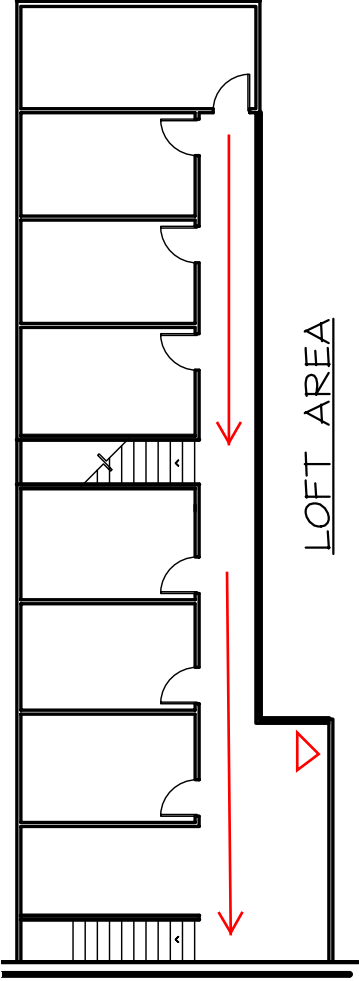
Assembly Area
South Corner of Parking Lot

MINARET MALL, SUITE Y

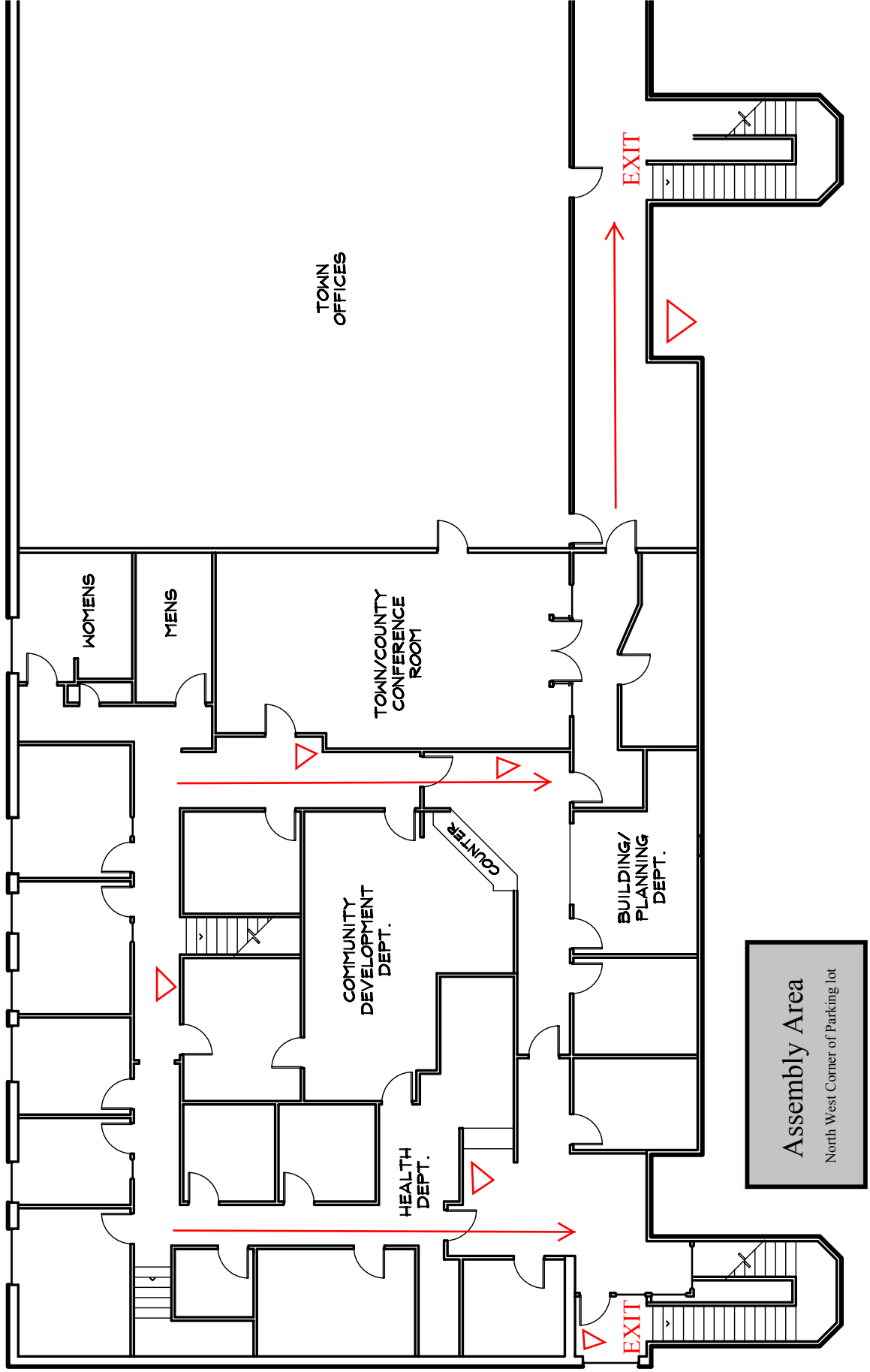




Minaret Mall
Second & Third Floors
North End



LOFT AREA



TOWN OFFICES

WOMENS

MENS

TOWN/COUNTY
CONFERENCE
ROOM

COMMUNITY
DEVELOPMENT
DEPT.

HEALTH
DEPT.

COUNTER

BUILDING/
PLANNING
DEPT.

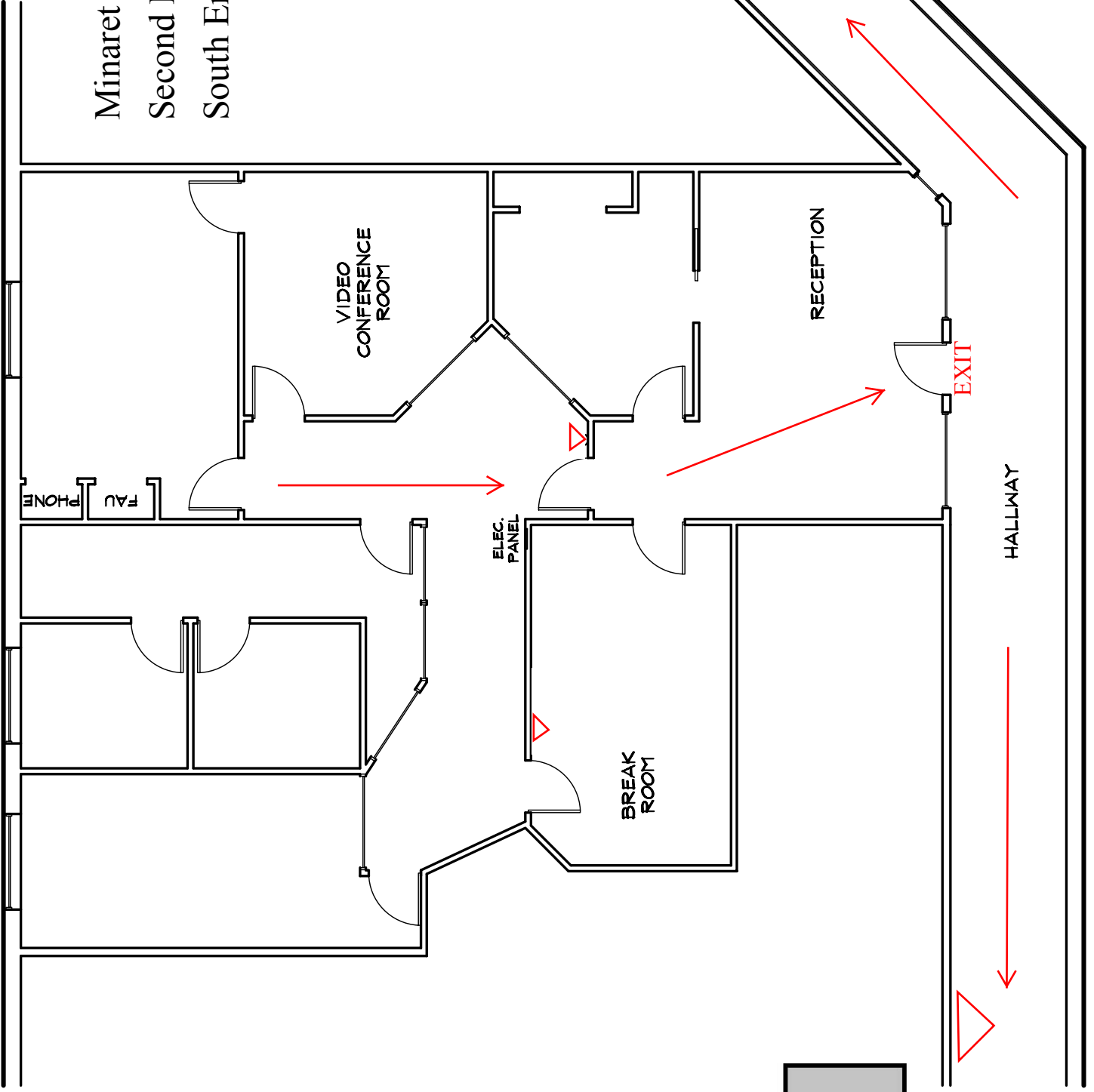
EXIT

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Assembly Area

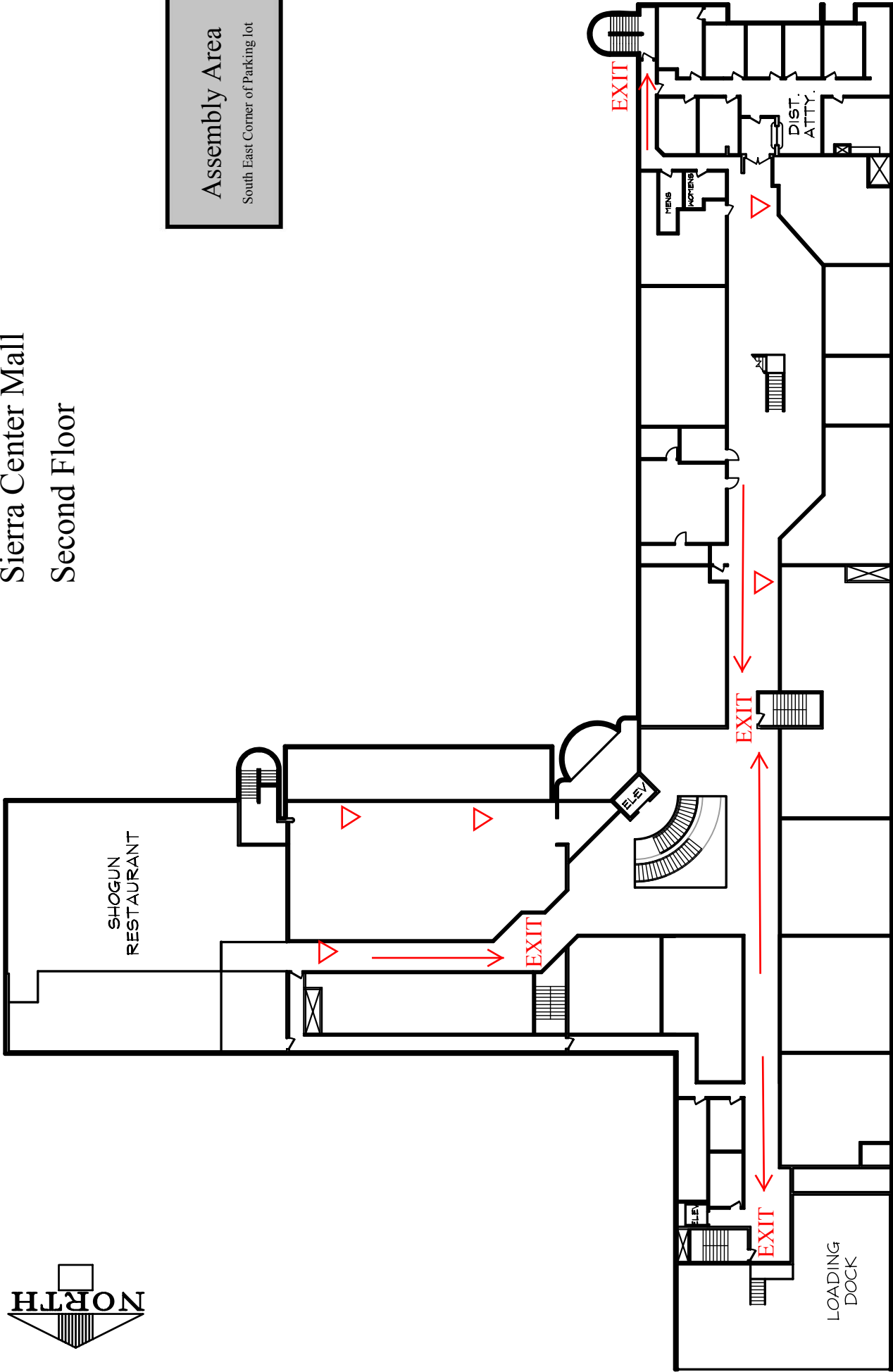
North West Corner of Parking lot

Minaret Mall
Second Floor
South End



Assembly Area
North West Corner of Parking lot

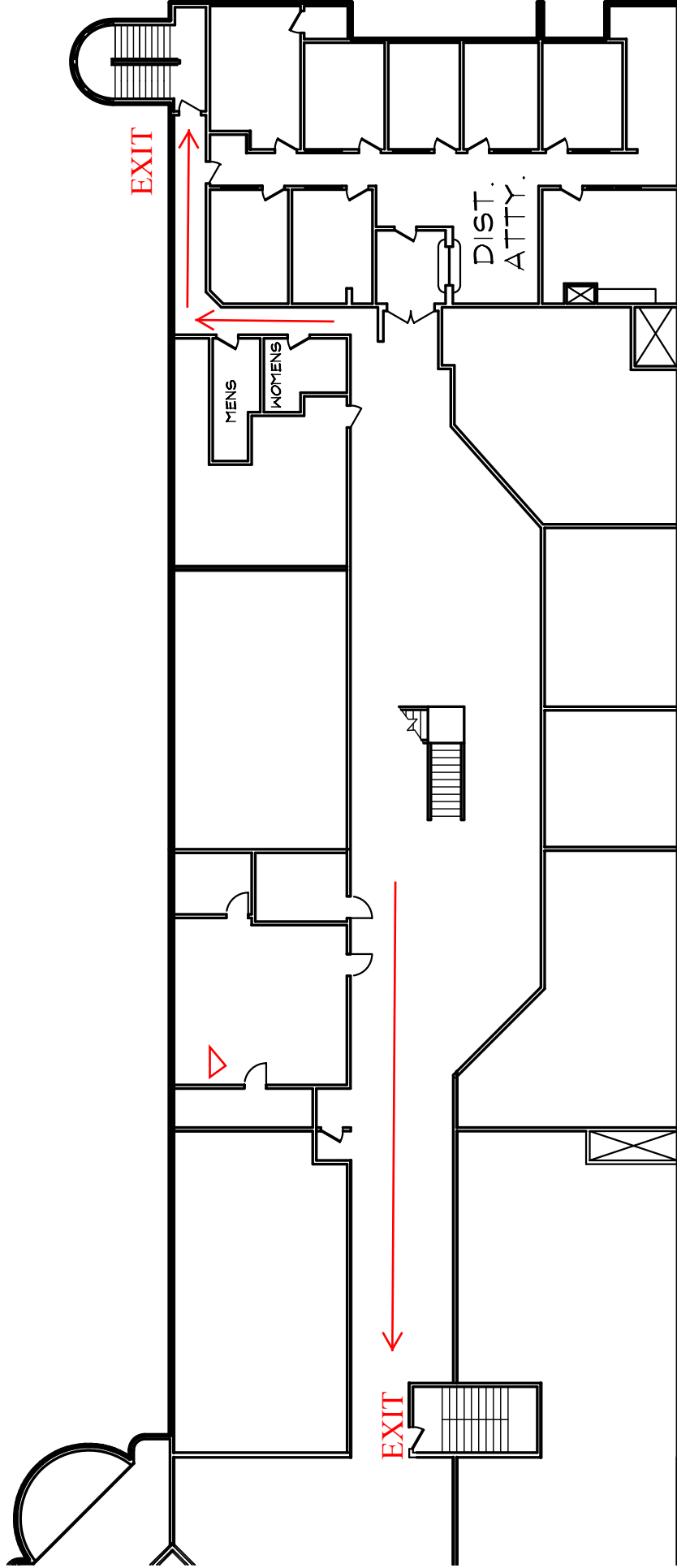
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Sierra Center Mall
Second Floor

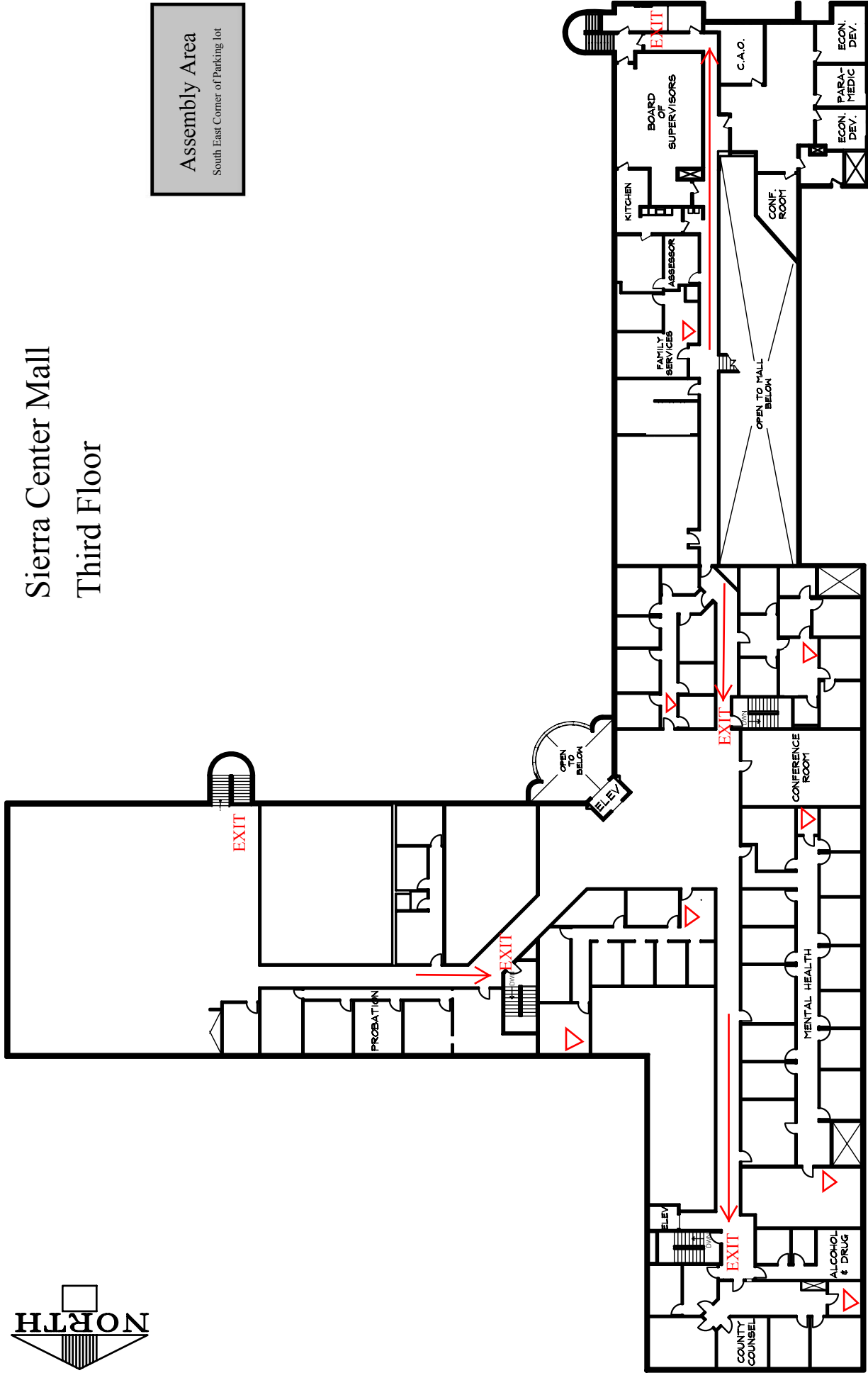
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South East Corner of Parking lot





Sierra Center Mall Third Floor

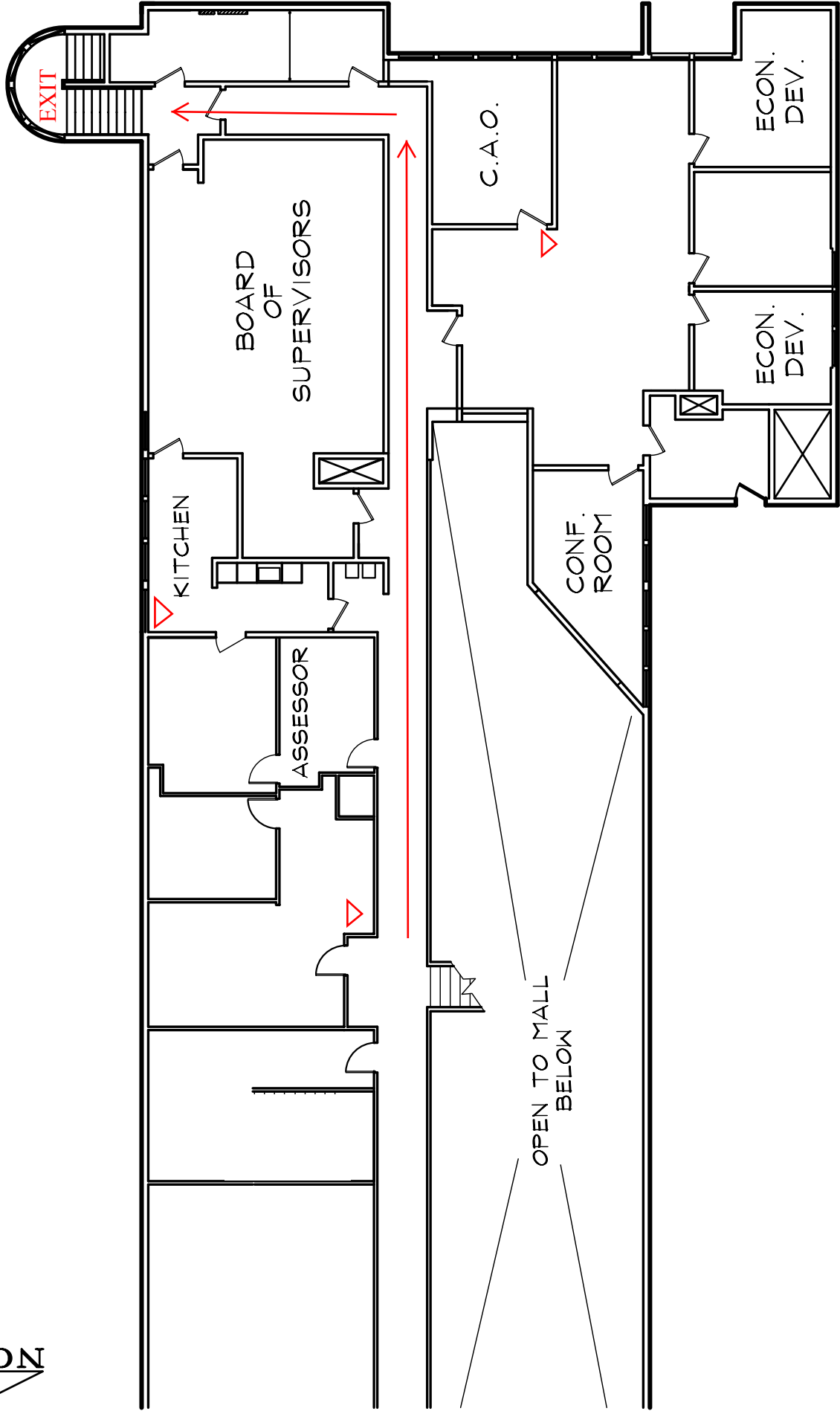
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South East Corner of Parking lot



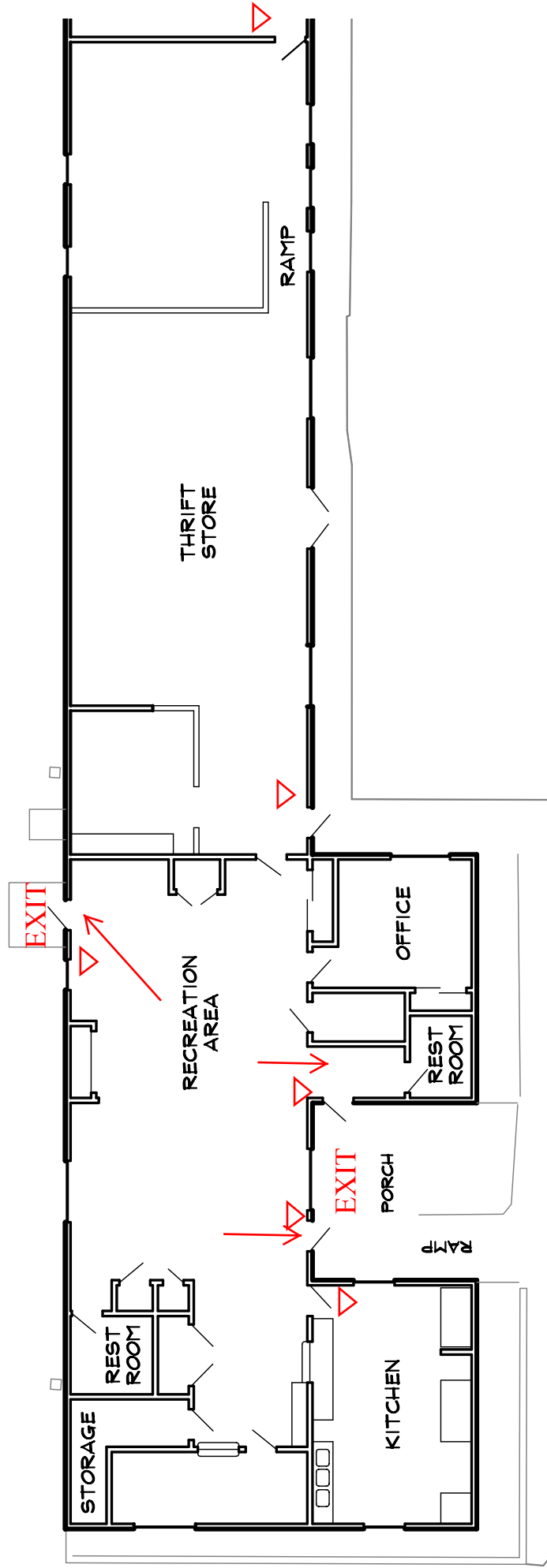


Sierra Center Mall Third Floor

Assembly Area
South East Corner of Parking lot

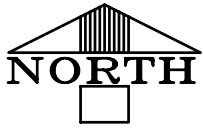


Walker Senior Center



Assembly Area
North Corner of Parking Lot

Walker Social Services



STORAGE
UNITS

STORAGE
UNITS

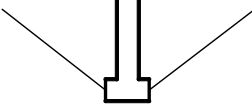


OFFICE



REST
ROOM

EXIT



SOCIAL
SERVICES
OFFICE



EXIT

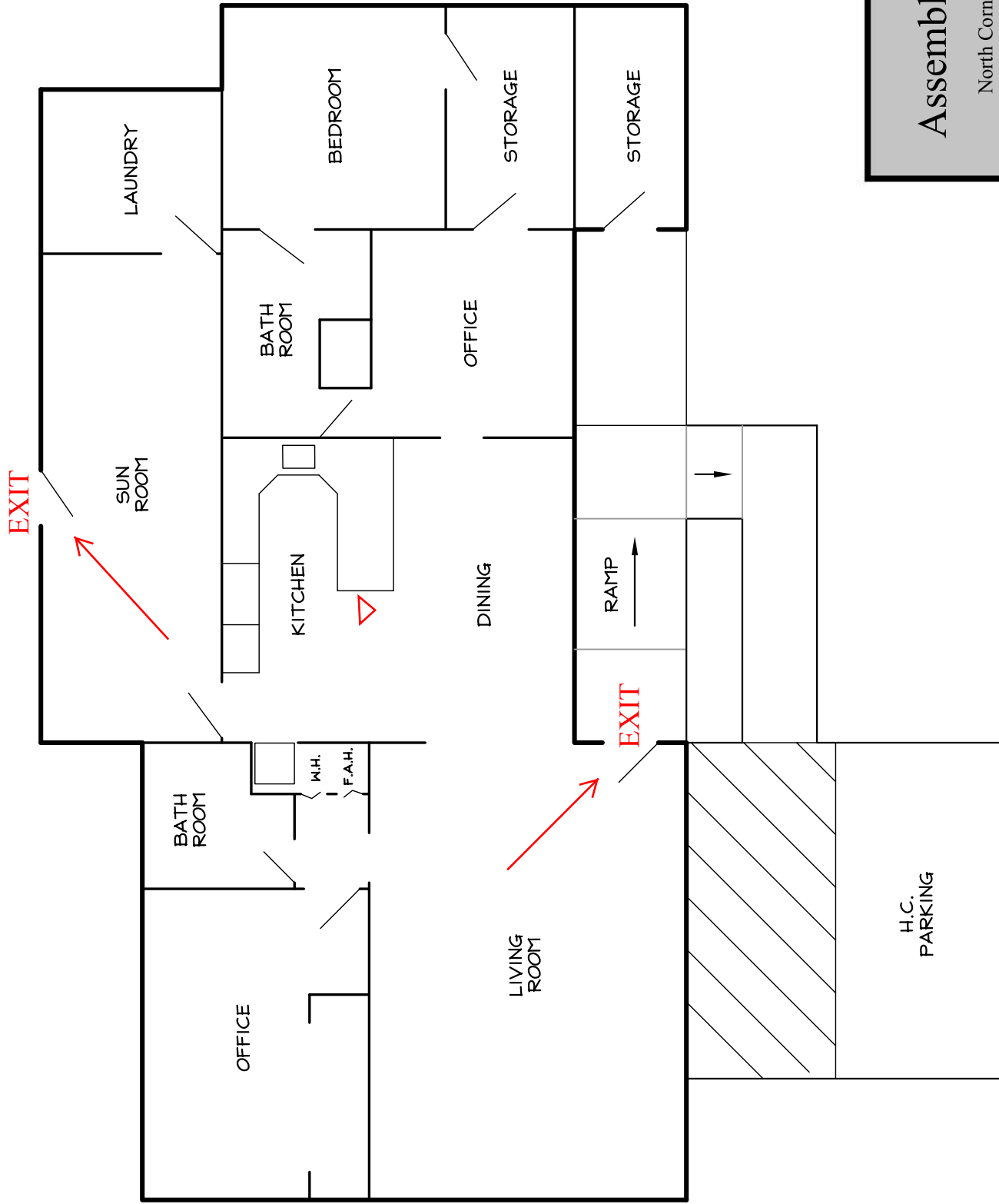
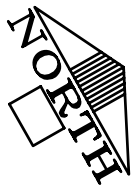


Assembly Area

South West Corner of Parking lot

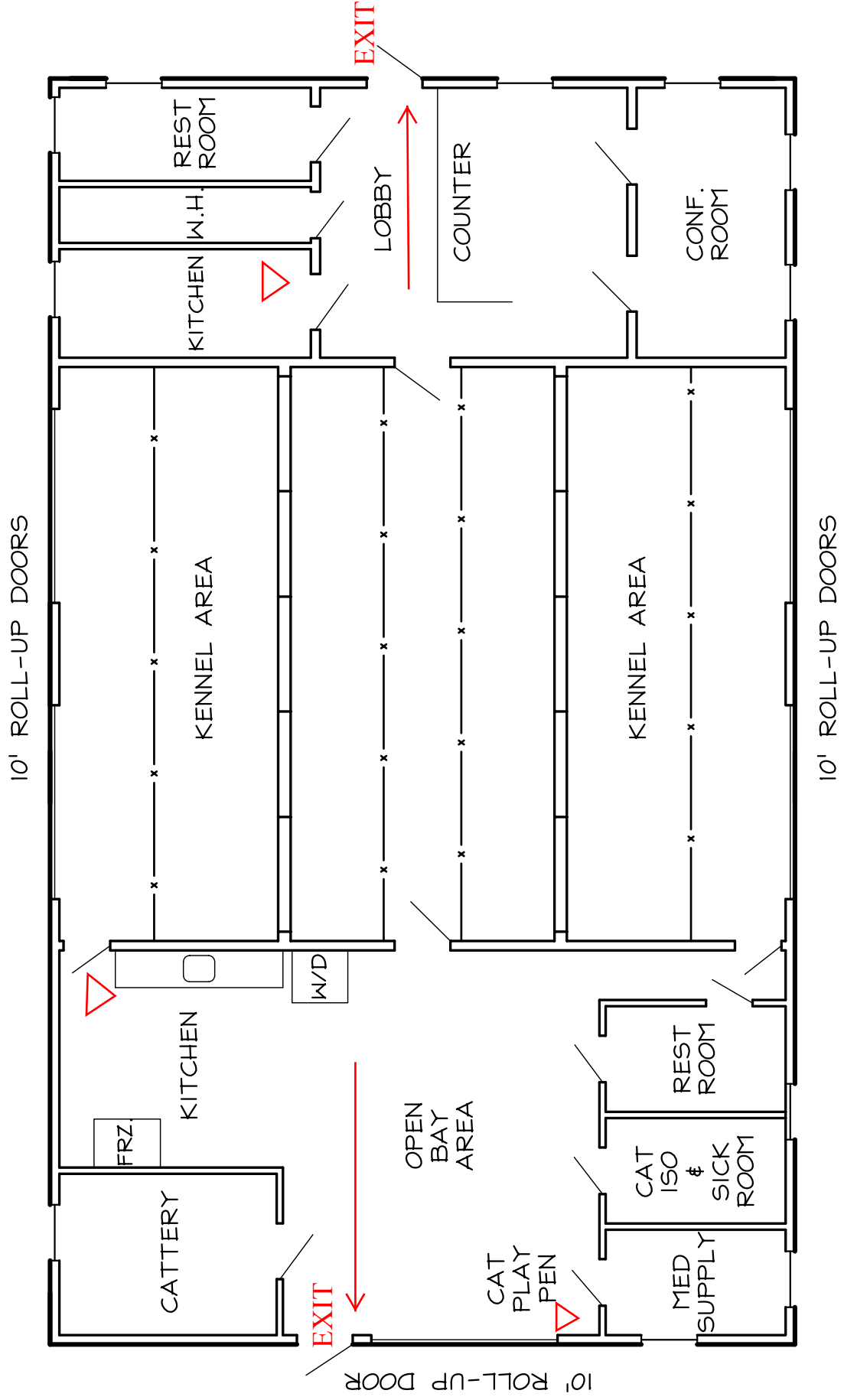
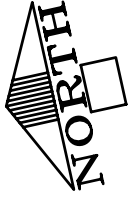


Walker Wellness Center



Assembly Area
North Corner of Lot

Whitmore Animal Shelter





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	May 12, 2015	PERSONS APPEARING BEFORE THE BOARD	Rob DeForrest, EMS Manager
TIME REQUIRED	10 minutes (5 minute presentation; 5 minute discussion)		
SUBJECT	Board of Supervisors Ad Hoc Emergency Medical Services Committee		

AGENDA DESCRIPTION:

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

The Board of Supervisors will discuss and potentially take action with respect to the recommended committee member, Brent Peterson, and alternate member, Mike Geary, from the Paramedic Association.

RECOMMENDED ACTION:

Approve the membership of the committee member and alternate to the Ad Hoc Emergency Medical Services Committee.

FISCAL IMPACT:

None.

CONTACT NAME: Rob DeForrest

PHONE/EMAIL: 760-924-1832 / rdeforrest@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:

Click to download

[Staff Report](#)

History

Time

Who

Approval

5/5/2015 3:57 PM	County Administrative Office	Yes
5/6/2015 2:07 PM	County Counsel	Yes
5/6/2015 4:44 PM	Finance	Yes

COUNTY of MONO

DIVISION OF EMERGENCY MEDICAL SERVICES

P.O. BOX 3329

Mammoth Lakes, CA 93546

(760) 924-1832 Fax (760) 924-1831



May 6, 2015

To: Honorable Board of Supervisors

From: Rob DeForrest, Mono County EMS Manager

Subject: Board of Supervisors Ad Hoc Emergency Medical Services Committee

RECOMMENDED ACTION: Identify and name the final committee member and/or alternate to the Ad Hoc Emergency Medical Services Committee, following a recommendation from the Mono County Paramedic Rescue Association.

DISCUSSION: The Mono County Board of Supervisors have named the committee members to sit on the Ad Hoc Committee, and made a decision to name the final member, after discussion, that has been recommended by the Mono County Paramedic Rescue Association.

FISCAL IMPACT: The applicable hourly wage of any EMS employee while sitting on the committee.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 12, 2015

Departments: Public Works

TIME REQUIRED 20 minutes (5 minute presentation; 15 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Tony Dublino

SUBJECT Conway Ranch Update and Emerging Opportunities

AGENDA DESCRIPTION:

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

Presentation by Tony Dublino, update and emerging information relating to aquaculture opportunities at Conway Ranch.

RECOMMENDED ACTION:

Receive presentation. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5453 / tdublino@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:

Click to download

- [Conway Ranch Update Letter](#)
- [Conway Ranch Annual Report](#)

History

Time

Who

Approval

5/5/2015 3:59 PM	County Administrative Office	Yes
5/1/2015 12:59 PM	County Counsel	Yes
5/6/2015 10:36 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

Jeff Walters, Public Works Director

Garrett Higerd, PE
Assistant Director

Date: May 12, 2015
To: Honorable Board of Supervisors
From: Tony Dublino, Environmental Services Manager
Subject: Conway Ranch – Update and Request for Board Direction on RFP

Recommended Action: Receive presentation and provide direction to staff.

Fiscal Impact: None

Discussion:

At the Board's regular meeting on February 3rd, 2015, staff provided an update on Conway Ranch, and requested Board direction on where to focus resources in the coming summer of 2015. At that time, the direction from the Board was to spend the summer of 2015 focusing on data collection, and not to prepare and distribute a Request for Proposals (for aquaculture activities) until there was enough data to support a well-informed Request. This data collection effort has been proceeding, and is expected to continue throughout the summer.

Some may recall that Supervisor Alpers was unable to attend that Board meeting due to illness. Because of Supervisor Alpers' history, interest, and knowledge of Conway Ranch, and because new information has emerged since February, Supervisor Alpers requested the item be brought back to the Board for an update, with additional direction as necessary.

Update:

2015 Annual Report and Agency Meeting

At the February meeting, the Board was presented with a Draft Conway Ranch 2014 Annual Report and 2015 Operations Plan. The Plan has since been revised based on comments received, and a Final version has been presented to Eastern Sierra Land Trust for their review and determination of compliance with the conservation easement.

The annual public meeting to discuss the Annual Report and Operations Plan is scheduled for May 13th from 5:00-6:30 at the Lee Vining Community Center.

New Information on Sustainable Agriculture and Education

The County has been approached by a local resident who is interested in providing a vocational learning production farm on a portion of Conway Ranch. The concept would combine aquaculture, aquaponics, and grazing for meat production.

New Information on Aquaculture

Some Board members may recall that representatives of the Desert Springs Hatchery were present at the February Board meeting, and they explained (from an aquaculturist's perspective) some of the limitations at Conway Ranch, and stressed the importance of long-term water quality and quantity data as part of an RFP. Based in part on that information and input, the Board directed staff to hold off on preparing an RFP, and to focus on data collection that could then inform a later RFP.

Many issues relating to water quality and quantity are dealt with by recirculating aquaculture systems (RAS), but the option has never been seriously considered at Conway Ranch due to the inherent cost. Following the Board meeting on February 3rd, representatives from Desert Springs Hatchery have learned of emerging technology in RAS and have expressed an interest in developing an RAS at Conway Ranch.

A RAS presents two significant advantages at Conway Ranch: First, it could reduce necessary water quantity because aquaculture water is treated and re-circulated instead of flowing through (as has been done historically). Secondly, it would allow for strict control of disease and contaminants, which are significant issues for a flow-through system that is subject to the water quality vagaries of Wilson Creek.

The quantity (groundwater or surface water), and quality of water at Conway Ranch has long been the primary point of contention between sides of the Conway Ranch aquaculture debate. Because a RAS would address both concerns, it appears to be a logical and solution-oriented option. Until recently, such a system did not appear economically feasible, but in light of recent developments it appears that a RFP for a RAS at Conway Ranch may in fact receive some response.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,



Tony Dublino
Environmental Services Manager

Attachments: Conway Ranch 2014 Annual Report and 2015 Operations Plan

Conway Ranch 2014 Annual Report and 2015 Operations Plan



April 2015

Prepared by:

Mono County Department of Public Works
PO Box 457
Bridgeport, CA 93517



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 - b. Grazing
 - c. Aquaculture
 - d. CDFW 1600 Streambed Alteration Agreement Requirements
 - e. Enhancements and Maintenance
- IV. 2015 Tentative Operations (numbered in coordination with the Conservation Easement)
 - (1.1) Aquaculture
 - 1.1.a – groundwater extraction
 - (1.2) Livestock grazing
 - (1.3) Irrigation
 - (1.4) Small-scale organic agriculture
 - (1.5) CDFW Streambed Alteration Agreement Requirements
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 - (2) Public access, public recreation, public education, and infrastructure related to such uses
 - (3) Protection of historic resources
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 - (5) Construction, maintenance, and repair of the property’s roads and trails
 - (6) Communications with funders, lessees, easement holder, and regulatory agencies
 - (7) Restoration, enhancement, and study of natural resources
 - (8) Property restoration upon cessation of aquaculture or livestock grazing operations
 - (9) Any other activities and uses that the County may wish to include which are not otherwise expressly addressed in the conservation easement

Appendices

- A. Property Map with Notes
- B. List of Potential Operational Enhancements and Maintenance
- C. 2014 SCE Lundy Powerhouse Flow Summary (preliminary data)
- D. 2014 Conway Ranch Irrigation Log

I. Introduction

2014 was a very eventful year at the Conway Ranch. In April, long time Conway Ranch manager and Economic Development Director Dan Lyster retired, and the project was re-assigned to Tony Dublino in the Public Works Department. In July, the aquaculture operator, Inland Aquaculture Group, vacated the premises and removed most of the infrastructure on the site. In December, a Conservation Easement with the Eastern Sierra Land Trust was recorded.

Each of these developments alone would be expected to have significant impacts on the future management and operations at Conway Ranch. Together, they represent a major shift in the way the property has been managed in the past, and how it will be managed in the future.

This Annual Report is one manifestation of that shift. It intends to communicate issues, opportunities, operational accomplishments and plans to the public, agencies, and interested stakeholders. This Annual Report is a staff-level document and is not a part of the Conservation Easement. The intent is simple: to inform the public and other interested parties as to the current status and future plans for the Conway Ranch.

II. Public Meetings and Outreach

The Conway Ranch Conservation Easement prompted numerous meetings about the property in 2014. The Ranch was on the agenda at meetings of the Mono Basin RPAC, the Mono County Fisheries Commission, and the Board of Supervisors. Most of these meetings focused on the Conservation Easement that was under consideration.

Meetings between the County and agencies including the USFWS, CA DFW, and BLM also occurred during the year. These meetings were intended to bring new management up to speed on the various environmental issues and opportunities at the Ranch, and to discuss ways to improve and enhance the Conservation Easement that was being developed.

Representatives from the grazing leaseholder, FIM Corporation, and the Eastern Sierra Land Trust, were present at several of those meetings, and provided additional perspective on their individual needs and expectations for the Ranch.

III. 2014 Operations

a. Irrigation / Water Rights

2014 irrigation of Conway Ranch was for the most part successful, but there were several issues that arose throughout the year. Most of these issues were related to the absence of fish-rearing activities, as there was more water available to utilize for agriculture as well as wetlands and habitat enhancement and maintenance. Utilizing that additional water for those activities required some experimentation, which was not always successful. Specifically, some ponding and over-saturation of meadows occurred throughout the irrigation season. Nonetheless, each of these situations provided insight that will be applied in future years. A detailed log of irrigation during the 2014 season is included as Appendix D.

i. Virginia Creek Water Rights

The Virginia Creek Diversion (Appendix A, #1) has been hampered over the years by loss as the ditch passes through private property at Conway Summit, and becomes braided and indistinct between the private property and the Ranch. The majority of the ditch and the point of diversion are located off of the county-owned ranch and is not subject to the requirements of the conservation easement until it enters the ranch property. The County has a 6cfs water right but the current conveyance does a poor job of carrying and delivering the water. Maintenance is required on the existing ditch on the private property, and County staff is working toward performing that maintenance in the spring of 2015. The section of ditch between the private property and the Ranch is in need of major improvements. This would require approval and review by CA DFW as well as BLM, and represents a longer term maintenance issue. There may be an opportunity to get NRCS on site to help shoot elevations on ditch above the private property, and eliminate flat spots which is another reported issue. There is potential to double the existing feed on North Conway if the full 6cfs were received.

Irrigation ditches on the BLM section of Conway Ranch appear to be in good condition. There is a need to bring in a culvert to permanently protect the historic structure (noted on Appendix A) from damage. The BLM could use more water for wetland and habitat enhancement and maintenance, if it were available. This would help them to do more irrigating in areas that have been drying up during the extended drought. Additional checks/gates near the cabin would also help to move water around North Conway.

The sediment basins at North Conway (Appendix A, #1d) are in acceptable condition and are not currently in need of being cleaned out. The next time sediment basins get cleared out, BLM has requested the dirt be delivered to the historic structure so it can be utilized there.

ii. Mill Creek Water Rights (Wilson Creek)

The Lower Conway diversion (Appendix A, #5a) needs maintenance in several places. Most of the maintenance could be completed with sandbags, as sections of the ditch (first turn, and at each diversion) are spilling over.

The ditches below aquaculture area, in the 1600 permit enhancement area (Appendix A, #3c and 3d), could be greatly improved by additional checks. It would help to spread the water around the area more, which would not only increase success of enhancement efforts but would also increase feed. The existing system and lack of controls has created some ponding and over-saturation issues.

A report of flows provided by SCE via Wilson Creek is included in Appendix C.

b. Grazing

In 2014, FIM Corporation grazed Conway Ranch approximately 75 days, with approximately 1500 sheep. At the County's request, the sheep were brought onto Mattly Ranch first so they might be taken off the property as soon as possible and avoid the rutting season of the Sierra Nevada Bighorn Sheep (SNBS). The animals were brought onto Mattly Ranch on September 7th and were off by September 12th. There is

a question about whether real-time maps of bighorn locations might be warn shepherds of approaching animals.

Small sections of the North Conway Ranch were studied for signs of over-grazing, and in those areas, over-grazing did not appear to be an issue.

The sheep spent the rest of the season on the Conway portion of the Ranch. Due to the absence of aquaculture activities, sheep were able to graze around the aquaculture area for the first time in several years. Bowl Meadow (Appendix A, #2b) is not favorable for grazing. The meadow is thatched and needs to be mowed, burned, or some other method to return the meadow to a graze-able condition.

FIM has suggested that fixing the historic corrals on North Conway (noted on Appendix A) would increase their efficiency and may allow them to bring the animals in sooner, which would help with SNBS concerns on Mattly. The maintenance of these corrals would be something they would consider doing should they get a longer term renewal of their contract.

c. Aquaculture

The aquaculture operators, Inland Aquaculture Group, decided in 2013 that they would not be raising fish on Conway Ranch in 2014 and removed all fish from the site in November 2013.

The lack of fish in the raceways meant that IAG had no beneficial use of the water aside from watering the remaining fish in the Float Tube Pond (Appendix A, #3b). Water was provided to this pond throughout the summer, but other raceways were utilized as irrigation ditches only, as a means of conveyance of water to various parts of the Ranch.

In July 2014, the aquaculture agreement with IAG was terminated. They removed infrastructure, including cargo containers, trailers, informational kiosks, pavers, raceway liners, and other infrastructure, from the site.

The removal of the liners from the raceways caused an infestation of Russian Thistle along the raceway edges, as formerly lined and dry raceway berms were now thoroughly saturated. This is a problem that was not dealt with in 2014, but will be monitored and dealt with as necessary in future years.

There was an effort to keep water flowing to the Float Tube Pond as long as possible in 2014, but after numerous efforts to remove the remaining fish in the pond, the water supply was stopped in November. This was done because of inadequate resources to ensure an adequate and consistent flow of water through conveyance infrastructure through the winter. Absent any demonstrable need, there are no plans to re-fill the Float Tube Pond.

d. CDFW Streambed Alteration Agreement Requirements

The Conway Ranch Enhancement Plan (approved as part of the 1600 permit) contained certain measures meant to enhance wildlife habitat on the property. In 2014, there were no aquaculture demands for water from a pipeline, so the County was able to not only provide ample water for enhancement activities, but was also able to convey that water through the historic Bell diversion ditch.

In doing so, the impact of the pipeline was eliminated for that period of time while the related enhancement efforts continued.

The County delivered as much water as was necessary to repeatedly saturate the enhancement areas during summer 2014, and performed necessary maintenance to the ditch system to ensure the continued success of the enhancements efforts. Due to the drought conditions, the enhancement areas were provided more water than the Enhancement Plan called for.

It was not possible to gauge 2014 success versus years past as the photos included with the Enhancement Plan did not have location (plot) information that was specific enough to make an accurate determination of success. Attempts to obtain the watering logs or photos from IAG were unsuccessful. Since no records of pre-2014 activities were available, a comparison could not be made.

As a result, it seems the best course forward is to determine specific survey plots where success criteria will be measured, mark the plots on the ground, determine GPS coordinates, and begin to create an accurate and thorough log.

The 1600 permit calls for specific watering times and amounts (.75 – 1 cfs from South and North Diversion Structure, 1 – 1.5 cfs from Float Tube Pond) but this strict watering schedule does not account for the inevitable seasonal fluctuations of precipitation, temperature, humidity, etc. The County would appreciate the opportunity to manage these enhancement areas based on a specific model of saturation-dryness instead of a strict time and flow requirement. In this way, the specific needs of the desired species might be better met. Ultimately, success criteria should be the determining factor.

Considering the variety of maintenance efforts, and the similar environmental issues presented by those efforts, it may be possible to pursue a comprehensive 1600 permit with CA DFW that would replace the 1600 permit for the Bell pipeline entirely. Such a permit could consider maintenance activities, enhancements projects and other work that might individually require CA DFW review. In this way, the County could manage the land more efficiently than pursuing permits for individual projects.

e. Enhancements/Maintenance

There were several maintenance projects completed in 2014. The sedimentation basins on North Conway were cleaned out in the Spring. There were numerous maintenance efforts along existing irrigation ditches that ranged from the seasonal cleanout and minor repairs with hand tools, to the completion of the last section of maintenance on Lower Conway ditch.

The maintenance of the Lower Conway Ditch has been an ongoing effort for the last three years. Maintenance was completed in Fall 2014, and the Lower Conway ditch can now convey water to an area on North Conway where the meadow and willow habitat has struggled during times of insufficient water. Ditch maintenance will not solve the issue of insufficient water, but will ensure a viable conveyance for years when there is enough water to spread to these areas, and enable the County to enhance these sections of habitat.

FIM Corporation, under the “Water-Master” (aka Irrigation Specialist) contract with the County, has been clearing sediment and repairing breaches in the Lower Conway ditch as time and resources have permitted. This year, they completed the final section of approximately 800’ (Appendix A, #5b). The effort has had a couple problems relating to underground utilities, as when a power line serving the Conway Ranch subdivision was struck in 2012 and this year, when a fiberoptics cable was struck after the location had been inaccurately marked.

Following IAG’s vacation of the site, there was an immediate need to replace certain infrastructure that had been taken. Approximately 100 new drop boards for the critical irrigation gates were fabricated and put in place in order to effectively move water throughout the site.

IV. 2015 Tentative Operations

(1.1) Aquaculture

Although there are no specific plans for aquaculture in 2015 as of this time, there is substantial interest in resuming some form of aquaculture at Conway Ranch. Activities being considered during the 2015 season include collection of data relating to the quantity and quality of surface and ground water, and re-lining of raceways. No other improvements or operations are being considered at this time.

(1.1.a) Groundwater Extraction

There are no current plans for groundwater extraction in 2015. There may be a proposal to explore groundwater quality, or a proposal to conduct a groundwater study which would require extended pump-testing, but the extraction and use of water for aquaculture purposes is not anticipated in 2015.

(1.2) Livestock Grazing

Plans for grazing are tentative at best, subject to the season we have, vegetative patterns and the like. Grazing on Conway will be conducted by FIM Corporation, in accordance with the sheep grazing lease. The number of sheep will correlate directly with the number of bands FIM has in the Bodie hills.

Tentatively, FIM will bring sheep onto the property as early as possible, and sheep will go directly to Mattly Ranch. It is anticipated this could be as early as July, but probably during August. Timing will depend on coordination with BLM allotments, and how quickly the sheep move across those allotments given the available feed the 2015 season brings.

(1.3) Irrigation

It is impossible to know exactly when irrigation will begin on Conway, and it is impossible to know exactly how much water will be available once irrigation does begin. Nonetheless, there are some basic concepts that will guide 2015 irrigation efforts.

(1.3.a) Virginia Creek Water Rights

The Virginia Creek Diversion will be turned on (up to 6cfs, but no more than the ditch can adequately convey) at the soonest time, snow and weather conditions permitting, but not before March 1st. Maintenance efforts will occur as soon as possible, snow and weather permitting, and may be conducted after diversion has begun for the season. In this instance the diversion will be shut down for maintenance to occur. The water from the Virginia Creek Diversion will be spread across the North Conway Meadow (Appendix A, #1a-1d) in accordance with past irrigation practices. The irrigation of North Conway Meadow will continue until the diversion is shut off due to weather, but no later than September 15th.

(1.3.b) Mill Creek Water Rights (Wilson Creek)

Mattly Ranch will be the first meadow to receive water from Wilson Creek. This is intended to bring up feed as soon as possible. Watering on Mattly, to be conducted through the Upper Conway and Lower Conway Diversions, will proceed on a rough schedule of two weeks on (until puddling) and one week off (until dry). This schedule will end two weeks before arrival of sheep, and will remain off until the departure of sheep from Mattly. Following the departure of sheep, Mattly may be watered but watering will be restricted to surplus water not otherwise used for irrigation, aquaculture and/or 1600 enhancement activities.

If available, water will be put into the Lower Conway ditch in an effort to move toward the end of the ditch and begin enhancement of habitat at the northwestern corner of the ranch. This effort will be monitored closely to help determine the long-term feasibility of that recovery effort.

(1.4) Small-scale organic agriculture

There are no plans for development of agriculture on Conway Ranch in 2015.

(1.5) CDFW Streambed Alteration Agreement Requirements

Water will be kept in the historic Bell Diversion Ditch until aquaculture activities demand water to be placed in the pipeline. The enhancement areas (Appendix A, #3c and 3d), will continue to be watered, but the pattern of that watering will need to be coordinated with DFW. Water will continue to run through Raceway C in order to reach all enhancement areas, intermittently saturating and drying out various enhancement areas. At this time, the Float Tube Pond will be utilized only to get water into the outlet and downstream.

It is anticipated that 2015 will be the season that enhancement success will be determined. This process will involve a survey of plant species in the enhancement areas, so a determination of success can be made. This determination should inform any future enhancement activities pursuant to the 1600 permit.

Discussions with CDFW relating to the development of a comprehensive 1600 permit for all activities on Conway Ranch have occurred. It is possible that efforts toward the development of such a permit could begin in 2015.

(1.6) Noxious plants

Removal of sprouting Russian Thistle along the raceways within the Aquaculture Area is planned for spring 2015.

(1.7) Mono County – Bureau of Land Management Memorandum of Understanding for Collaborative Management of the property

There are no plans to alter the MOU with the BLM in 2015.

(1.8) Southern California Edison Powerhouse Tailrace and associated infrastructure

There are no plans relating to SCE tailrace and associated infrastructure in 2015.

(2) Public access, public recreation, public education, and infrastructure related to such uses

There are no specific plans at this time to develop access, recreation or education programs on Conway Ranch in 2015, however these topics will be discussed before the Board of Supervisors in 2015 in an effort to begin planning for such developments, if any.

(3) Protection of historic resources

There are no specific plans for protection of historic resources in 2015. Discussions with BLM regarding the need, and resources available for historic preservation resulted in an addition to Appendix B relating to stabilization of historic structures on the Ranch.

(4) Any alternate nonprofit or county commercial use of the property other than aquaculture or grazing compatible with protection of conservation values

No such activities are planned in 2015.

(5) Construction, maintenance, and repair of the property's roads and trails

No such activities are planned in 2015.

(6) Communications with funders, lessees, easement holder, and regulatory agencies

In 2015, there will be meetings with each of these groups as this Annual Report and Operations Plan is distributed, and the input process begins. No meetings have been scheduled at this time, but they are anticipated. The Board of Supervisors is expected to discuss this document as well as other Conway Ranch issues at a February 3rd meeting. There will also be at least one meeting where public will be invited to comment on this Operations Plan.

(7) Restoration, enhancement, and study of natural resources

There is interest in conducting water quality, and quantity studies in 2015. There are no specific plans for enhancement, aside from compliance with the 1600 permit. There are also several enhancement projects included in Appendix B. These activities are not funded at this time, and will require additional Board direction for them to occur.

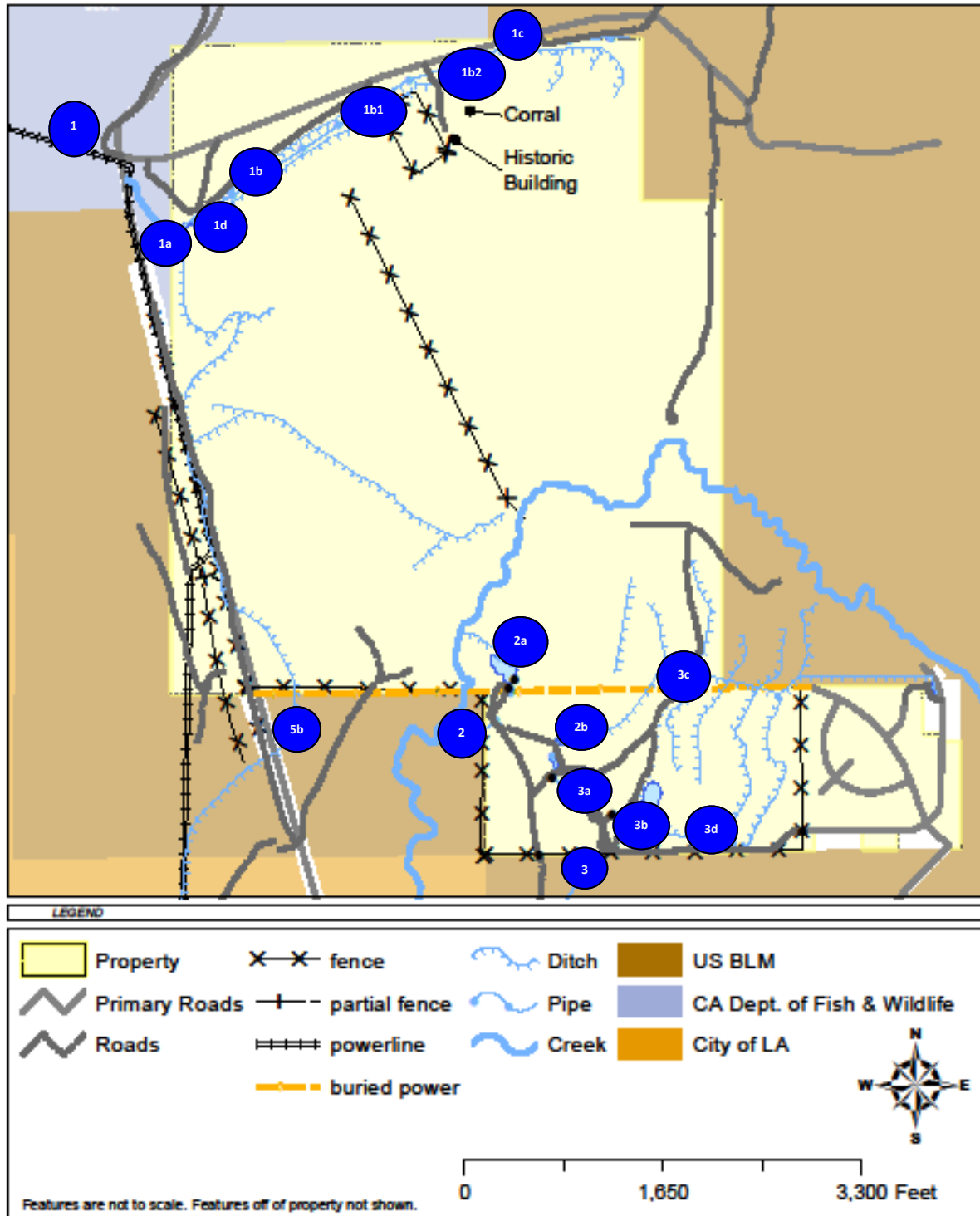
(8) Property restoration upon cessation of aquaculture or livestock grazing operations

Although there are no current aquaculture activities on the property at this time, it is anticipated they will resume at the earliest opportunity. No restoration relating to the temporary cessation of aquaculture activities are planned in 2015.

(9) Any other activities and uses that the County may wish to include which are not otherwise expressly addressed in the conservation easement

No such activities are contemplated at this time.

Appendix A1

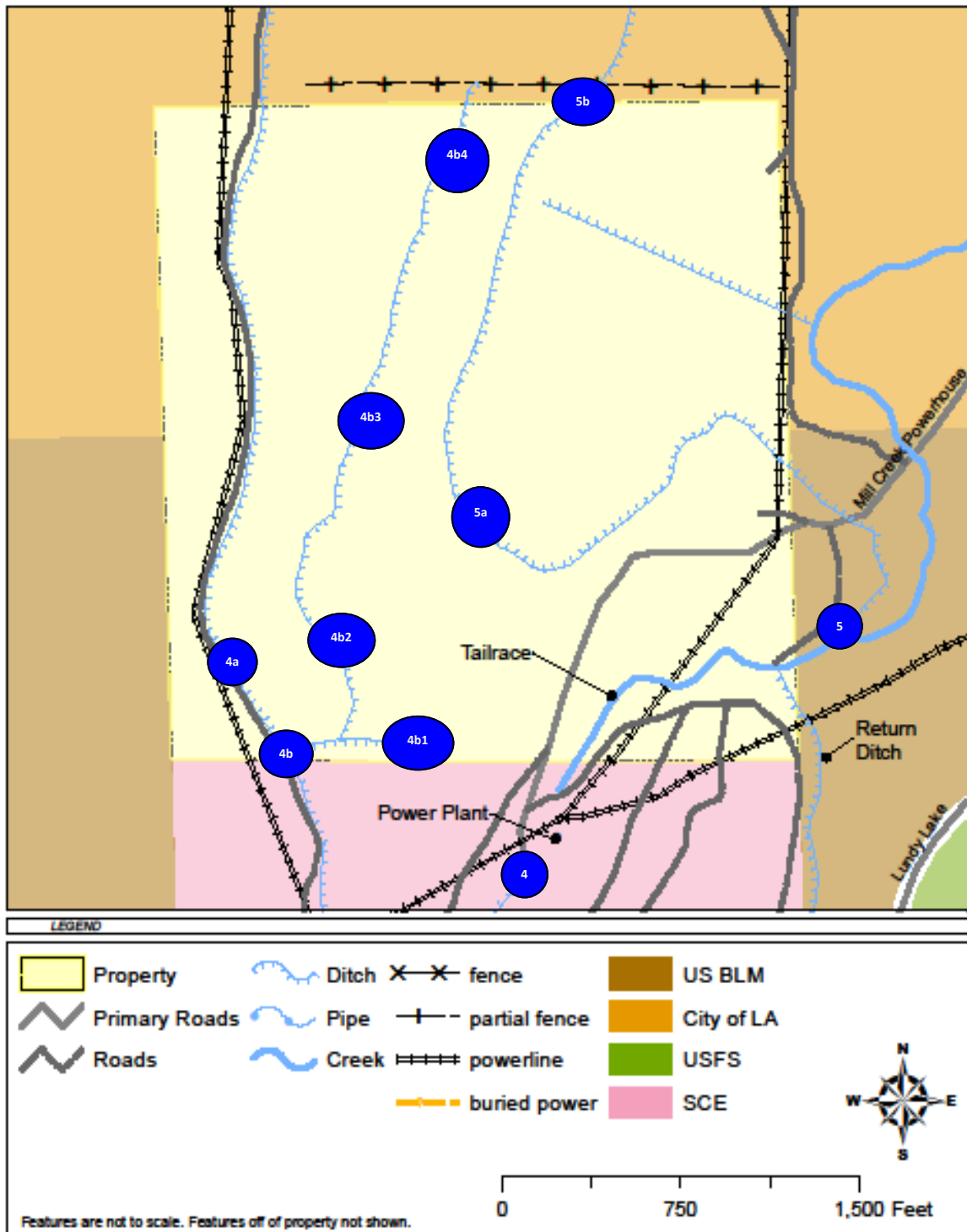


1 Irrigation Diversions and Ditches

- 1. Virginia Creek Diversion
- 1a. South Upper Conway
- 1b. North Upper Conway
- 1b1. North Upper Conway Barn
- 1b2. North Upper Conway Alfalfa
- 1c. Conway BLM
- 1d. North Upper Conway South

- 2. Bowl Diversion
- 2a. Raceway D
- 2b. Raceway B
- 3. Bell Diversion
- 3a. Raceway A
- 3b. Raceway C
- 3c. Enhancement Diversions
- 3d. Trophy Outlet Diversion

Appendix A2



1

Irrigation Diversions and Ditches

- 4. Upper Mattly (aka Upper Conway)
- 4a. Upper Mattly
- 4b. Upper Mattly Drop
- 4b1. South Mattly Meadow
- 4b2. South Middle Mattly Meadow
- 4b3. Middle Mattly Meadow

- 4b4. North Mattly Meadow
- 5. Lower Mattly (aka Lower Conway)
- 5a. Lower Mattly Central Meadow
- 5b. Lower Mattly to North Conway

Appendix B

List of Potential Operational Enhancements and Maintenance

1. Security—solar powered surveillance in aquaculture area.
2. VA Creek Irrigation ditch maintenance from head gate to bottom of private property
3. Exclusion Fencing around springs on North Conway
4. Bowl Meadow treatment—burning, mowing, or tilling
5. Maintenance of leaks in Upper Conway and Lower Conway ditches
6. Install additional check gates in Upper Conway system
7. North Conway—derelict fence removal
8. North Conway—repair historic corrals
9. Check gates in enhancement areas below aquaculture area
10. BLM Culvert at Historic Structure
11. Enlarge Culvert across Lundy Powerhouse Road—Lower Mattly (Lower Conway)
12. Stabilize historic structures on County land at North Conway

Summary Report

Site: 365 Lundy Plant Tailrace
 USGS #: 10287195
 Beginning Date: 10/01/2013
 Ending Date: 09/30/2014

Daily Mean Discharge in Cubic feet/second Water Year Oct 2013 to Sep 2014

Day	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
1	11	11	6.1	6.1	6.5	6.8	11	12	7.5	11	8.5	12
2	11	11	6.1	6.1	6.5	6.9	11	12	7.5	12	8.5	12
3	11	11	6.1	6.1	6.5	7.0	11	12	7.5	12	8.5	12
4	11	11	6.1	6.1	6.5	7.0	11	12	7.6	12	8.5	12
5	11	11	6.1	6.1	6.5	7.0	11	12	7.6	12	8.5	12
6	11	11	6.1	6.1	6.5	7.0	11	12	7.6	12	8.5	12
7	11	11	6.1	6.1	6.4	7.0	11	12	7.6	12	8.6	12
8	11	11	6.1	6.1	6.4	7.0	11	12	7.7	12	8.7	12
9	11	11	6.1	6.3	6.4	7.1	11	12	7.7	12	8.7	12
10	11	11	6.1	6.3	6.4	7.1	11	12	7.8	12	8.7	12
11	11	11	6.1	6.3	6.4	7.1	11	12	7.8	12	8.8	12
12	11	8.2	6.1	6.3	6.5	9.2	11	12	7.7	12	8.7	12
13	11	6.1	6.1	6.3	6.5	11	11	12	7.6	12	8.8	12
14	11	6.1	6.1	6.3	6.5	11	11	11	7.7	12	8.9	12
15	11	6.1	6.1	6.3	6.5	11	11	11	7.6	12	8.9	12
16	11	6.1	6.1	6.3	6.5	11	11	11	7.6	12	8.9	12
17	11	6.1	6.1	6.3	6.5	11	11	11	7.6	10	8.9	12
18	11	6.1	6.1	6.3	6.5	11	11	11	7.7	8.5	8.8	12
19	11	6.1	6.2	6.3	6.5	11	11	11	7.6	8.5	8.8	12
20	11	6.1	6.1	6.3	6.5	11	11	10	7.6	8.5	8.8	12
21	11	6.2	6.2	6.3	6.6	11	11	8.6	7.6	8.5	8.8	12
22	11	6.1	6.1	6.3	6.5	11	11	7.6	7.6	8.5	8.7	12
23	11	6.1	6.1	6.3	6.6	11	11	8.0	7.6	8.5	8.7	11
24	11	6.1	6.1	6.3	6.8	11	11	7.9	7.6	8.5	8.6	11
25	11	6.1	6.1	6.2	6.7	11	11	7.9	9.0	8.5	11	11
26	11	6.1	6.1	6.4	6.7	11	12	7.8	11	8.5	13	11
27	11	6.1	6.1	6.5	6.8	11	12	7.6	11	8.5	13	11
28	11	6.1	6.2	6.5	6.7	11	12	7.6	11	8.5	13	11
29	11	6.1	6.1	6.5	-----	11	12	7.7	11	8.5	12	11
30	11	6.1	6.1	6.5	-----	11	12	7.6	11	8.4	12	11
31	11	-----	6.1	6.5	-----	11	-----	7.5	-----	8.4	12	-----
Total	341	239.1	189.4	194.7	182.9	295.2	335	317.8	247.0	319.8	294.8	352
Mean	11.0	7.97	6.11	6.28	6.53	9.52	11.2	10.3	8.23	10.3	9.51	11.7
Max	11	11	6.2	6.5	6.8	11	12	12	11	12	13	12
Min	11	6.1	6.1	6.1	6.4	6.8	11	7.5	7.5	8.4	8.5	11
Acre-Ft	676	474	376	386	363	586	664	630	490	634	585	698
Wtr Year 2014	Total	3308.7	Mean	9.06	Max	13	Min	6.1	Inst Max	13	Acre-Ft	6560
Cal Year 2013	Total	769.5	Mean	8.36	Max	11	Min	6.1	Inst Max	12	Acre-Ft	1530

Appendix D

2014 Conway Ranch Irrigation Log

Date	Diversion #	OPEN	CLOSE	UP	DOWN	Notes
4/9/2014	2	X				
4/9/2014	5	X				
4/10/2014	5			X		
4/12/2014	5			X		
4/12/2014	5A	X				
4/13/2014	1A	X				
4/13/2014	5			X		
4/13/2014	5A			X		
4/20/2014	5				X	
4/30/2014	2B		X			
4/30/2014	1B2	X				
4/30/2014	5			X		
5/5/2014	1C	X				
5/5/2014	1B2	X				
5/5/2014	5B	X				
5/11/2014	1A		X			
5/11/2014	1C	X				
5/11/2014	1B2	X				
5/13/2014	5		X			
5/13/2014	2	X				
5/13/2014	3	X				
5/20/2014	4	X				BY SCE
5/20/2014	4B	X				
5/22/2014	5	X				
5/23/2014	2A	X				SHUT LATER BY IAG
5/25/2014	1A	X				
5/28/2014	2		X			
5/28/2014	3C	X				UPPER ENHANCEMENT AREAS
6/1/2014	1D	X				
6/8/2014	1D		X			
6/8/2014	1B1	X				SPLIT IN HALF
6/8/2014	1B2	X				SPLIT IN HALF
6/8/2014	3D	X				LOWER ENHANCEMENT AREA
6/14/2014	1B1		X			
6/14/2014	1B2		X			
6/14/2014	1C	X				
6/14/2014	4B		X			
6/14/2014	4A	X				
6/18/2014	1C	X				
6/18/2014	1A	X				
6/18/2014	3C	X				UPPER ENHANCEMENT AREA
6/23/2014	2	X				
6/23/2014	2B	X				
6/25/2014	4		X			BY SCE
6/26/2014	5			X		
6/27/2014	1			X		
6/30/2014	5			X		
6/30/2014	3C		X			UPPER ENHANCEMENT AREA
6/30/2014	5A	X				
6/30/2014	1B1	X				SPLIT
7/6/2014	5A1	X				
7/11/2014	5A1		X			

Appendix D

7/11/2014	5A2	X			
7/11/2014	1B2	X			SPLIT
7/13/2014	1C	X			SPLIT BETWEEN 1B AND 1C
7/13/2014	5A1,5A2		X		
7/20/2014	1B, 1C		X		
7/20/2014	1A	X			
7/20/2014	4	X			BY SCE
7/20/2014	5A1	X			
7/20/2014	4B2	X			
7/20/2014	5A1		X		
7/20/2014	5A2	X			
7/27/2014	1D	X			
7/27/2014	1B2	X			
7/27/2014	1C	X			SPLIT
8/3/2014	2B	X			
8/3/2014	5A2		X		
8/3/2014	5A3	X			
8/3/2014	1D,1B2,1C	X			
8/10/2014	4B	X			
8/10/2014	5A	X			
8/10/2014	1D	X			
8/10/2014	1B2		X		
8/10/2014	1C	X			
8/17/2014	4B		X		
8/17/2014	4A	X			
8/17/2014	5A1	X			
8/17/2014	1B2	X			
8/17/2014	1C		X		
8/17/2014	2A	X			
8/17/2014	3	X			
8/17/2014	3A	X			SPLIT
8/17/2014	3B	X			SPLIT
8/24/2014	4B3	X			
8/24/2014	5A2	X			
8/25/2014	4		X		BY SCE
8/25/2014	5A3	X			
8/25/2014	2A		X		
8/25/2014	2B		X		
8/25/2014	3A		X		
8/25/2014	3C	X			WILLOWS, UPPER ENHANCEMENT AREA
8/26/2014	5		X		
8/28/2014	1A	X			ALL OTHERS OFF
8/30/2014	1D	X			
9/6/2014	1B	X			
9/6/2014	1C				SPLIT FOR STOCK WATER
9/6/2014	3C			X	
9/14/2014	3C		X		
9/22/2014	1D	X			LOW FLOW, STOCK WATER
9/26/2014	1A	X			LOW FLOW, STOCK WATER
9/26/2014	1C	X			LOW FLOW, STOCK WATER
9/26/2014	3A	X			CONTINGENCY AREA
9/26/2014	3C	X			ENHANCEMENT AREA
10/1/2014	1C	X			ALL OTHERS OFF
10/6/2014	1C,1D	X			LOW FLOW, STOCK WATER