



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 October 3, 2017

TELECONFERENCE LOCATIONS:

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

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

and number of persons wishing to address the Board.)

2. RECOGNITIONS

A. Domestic Violence Awareness Month

Departments: Clerk of the Board

(Susi Bains, Wild Iris Director) - Proclamation designating October 2017 as Domestic Violence Awareness Month.

Recommended Action: Approve Proclamation designating October 2017 as Domestic Violence Awareness Month.

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

4. DEPARTMENT/COMMISSION REPORTS

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board

Approval of Board Minutes.

Recommended Action: Approve minutes of the regular meeting held on September 12, 2017.

Fiscal Impact: None.

B. Board Minutes

Departments: Clerk of the Board

Approval of Board Minutes.

Recommended Action: Approve minutes of the regular meeting held on September 19, 2017.

Fiscal Impact: None.

C. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 8/31/2017.

Recommended Action: Approve the Treasury Transaction Report for the month ending 8/31/2017.

Fiscal Impact: None

D. Proposed Lease with Mono County Office of Education

Departments: Health Department

Proposed lease with Mono County Office of Education pertaining to the property located at 37 Emigrant Street, Bridgeport, CA.

Recommended Action: Approve County entry into proposed lease and authorize the Chair to execute said lease on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: The leased space will cost \$1,333.34 per month, for a total annual amount of \$16,000.00 per year.

E. Children's Medical Services (CMS) Plan 2017-18

Departments: Health Department

Adoption of the Children's Medical Services (CMS) Plan for 2017-18. The Plan operates as a contract between the County and the California Department of Public Health (CDPH) defining the scope of activities to be provided during the fiscal year.

Recommended Action: Approve County entry into proposed contract and authorize the Chairperson to sign the Mono County Children's Medical Services (CMS) Plan for fiscal year 2017-18 to execute the contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: There is zero impact to the Mono County General Fund. These programs are funded with a mix of Federal Title XIX (Medicaid), Federal Title XXI funds, State General Fund, and Realignment dollars totaling \$252,230.

F. Authority to Hire Tobacco Control Coordinator at Step B

Departments: Public Health

Authorize the Public Health Director to fill the Tobacco Control Program Coordinator position at a Step B, rather than Step A, salary level.

Recommended Action: Authorize the Public Health Director to hire Ms. Dustlyne Beavers at a B Step in the position of Tobacco Control Program Coordinator.

Fiscal Impact: There is no impact to the County General Fund. The cost of this position in fiscal year 2017-18 is paid for by a California Department of Public Health (CDPH) Tobacco Control Program grant. The fiscal impact for the remainder of fiscal year 2017-18 will be approximately \$97,571 consisting of \$45,626 in salary and \$51,945 in benefits.

G. WIOA Phase II MOU

Departments: Social Services

Approval of Phase II MOU with Kern, Inyo and Mono Counties Workforce Development Board and One-Stop Partners for the WIOA Program

Recommended Action: Approve the proposed Phase II MOU between the Kern, Inyo and Mono Counties Workforce Development Board and the One-Stop Partners under the Workforce Innovation and Opportunity Act for the period January 1, 2018 through August 31, 2020. Authorize the Mono County Director of Social Services, Kathryn Peterson, to sign the MOU on behalf of the Board of Supervisors.

Fiscal Impact: None

H. Reappointment of Richard Liebersbach to Assessment Appeals Board

Departments: Clerk of the Board

Richard Liebersbach has been a member of the Assessment Appeals Board since 2005. His current term expired on August 31, 2017.

Recommended Action: Reappoint Richard Liebersbach to the Assessment Appeals Board for a three-year term, effective September 1, 2017 through August 31, 2020.

Fiscal Impact: None.

6. CORRESPONDENCE RECEIVED - NONE

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

7. REGULAR AGENDA - MORNING

A. Conway Ranch Update and Grazing Request for Proposals

Departments: CAO

1 hour (30 minute presentation, 30 minute discussion)

(Tony Dublino) - Presentation by Tony Dublino regarding Conway Ranch.

Recommended Action: Receive update and consider issuance of grazing request for proposals. Provide any desired direction to staff.

Fiscal Impact: None at this time.

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

5 minutes

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

Recommended Action: Review need for continuing the local emergency. If Board determines that need no longer exists, direct staff to prepare a declaration terminating local emergency.

Fiscal Impact: None.

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

5 minutes

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

Recommended Action: Review need for continuing the local emergency. If Board determines that need no longer exists, direct staff to prepare a declaration terminating local emergency.

Fiscal Impact: None.

D. Emergency Road Repairs – Upper Summers Meadow Road Bridge

Departments: Public Works

5 minutes

(Garrett Higerd) - Update on emergency road repairs.

Recommended Action: 1. Receive update on Upper Summers Meadow Road emergency bridge project. 2. As established by Public Contract Code Division 2, Part 3, Chapter 2.5 “Emergency Contracting Procedures,” review the emergency action taken on August 1, 2017 and make a finding, based on substantial evidence set forth in the meeting, that the emergency continues to exist as to Upper

Summers Meadow Road, and that continuation of the action to replace the washed-out bridge on that road is necessary to respond to the emergency (A 4/5 vote is required). 3. Direct the County Engineer to continue procuring the necessary equipment, services, and supplies to make emergency repairs to Upper Summers Meadow Road, without giving notice for bids to let contracts.

Fiscal Impact: The Upper Summers Meadow Road bridge at Green Creek is eligible for 75% funding via the California Disaster Assistance Act (CDAA) Program administered by Cal OES. The total cost of replacement is estimated at \$350,000. The 25% local match will be paid with disaster funds left over from the Round Fire emergency.

E. Mono County Law Library Update

Departments: County Counsel

15 minutes (10 minute presentation; 5 minute discussion)

(Stacey Simon) - Annual update and report to the Board of Supervisors regarding the status of the Mono County Law Library.

Recommended Action: Receive update and provide any comments or feedback.

Fiscal Impact: None.

F. Sustainable Groundwater Management Act Update

Departments: CAO, Community Development, County Counsel

30 Minutes (15 minute presentation, 15 minute discussion)

(Jason Canger) - Update on the Sustainable Groundwater Management Act and the Owens Valley Groundwater Authority (Authority), and appointment of alternate board member to serve on Authority board.

Recommended Action: Appoint Supervisor Gardner, or another member of the Board of Supervisors at the Board's discretion, to serve as the County's Alternate Director on the Owens Valley Groundwater Authority's Board of Directors. Discuss potential options regarding the County's financial contribution to the Owens Valley Groundwater Authority and/or potential withdrawal from the Authority and preparation of a "Mono County" GSP.

Fiscal Impact: None at this time.

8. 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.)

9. CLOSED SESSION

A. Closed Session--Human Resources

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

B. Closed Session - Initiation of Litigation

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

C. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.

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. REGULAR AGENDA - AFTERNOON

A. Cannabis Policy and Regulations Workshop

Departments: CDD

2 hours (30 minute presentation, 1.5 hour discussion)

(Wendy Sugimura, Michael Draper) - Presentation by Wendy Sugimura and Michael Draper regarding potential Mono County Cannabis Policy and Regulations.

Recommended Action: Conduct workshop. Provide any desired direction to staff.

Fiscal Impact: Unknown at this time. A fee structure and tax measure for the November 2018 ballot are under consideration.

B. Compliance Agreement re Short-Term Rentals -Connie Lear Rainbow Ridge Realty & Reservations

Departments: Code Enforcement

15 minutes

(Anne Larsen) - Compliance agreement with business licensee Connie Lear/Rainbow Ridge Realty & Reservations (Ms. Lear) pursuant to which Ms. Lear agrees to comply with all County requirements re short-term rentals and to pay a fine in the amount of \$10,000.00.

Recommended Action: Consider and potentially approve proposed compliance agreement or, if agreement not approved, set the matter for hearing regarding revocation of Ms. Lear's business license. Provide any desired direction to staff.

Fiscal Impact: If the proposed Compliance Agreement is approved, Ms. Lear would pay the County a fine of \$10,000.

12. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 3, 2017

Departments: Clerk of the Board

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Susi Bains, Wild Iris Director

SUBJECT Domestic Violence Awareness Month

AGENDA DESCRIPTION:

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

Proclamation designating October 2017 as Domestic Violence Awareness Month.

RECOMMENDED ACTION:

Approve Proclamation designating October 2017 as Domestic Violence Awareness Month.

FISCAL IMPACT:

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Dom Violence Proclamation

History

Time	Who	Approval
9/27/2017 6:41 PM	County Administrative Office	Yes
9/27/2017 1:10 PM	County Counsel	Yes
9/27/2017 5:19 PM	Finance	Yes

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, 1 in every 3 teenagers, 1 in every 4 women, and 1 in every 6 men will experience domestic violence during their lifetime;

WHEREAS, approximately 15.5 million children are exposed to domestic violence every year;

WHEREAS, families are indispensable to a stable society, and they should be a place of support to instill responsibility and values in the next generation;

WHEREAS, domestic violence is widespread and causes long-term damaging effects that also leave a mark on family, friends, and the community at large;

WHEREAS, the problem of domestic violence crosses all economic, racial, gender, educational, religious, and societal barriers, and is sustained by societal indifference;

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse;

WHEREAS, survivors should have help to find the compassion, comfort, and healing they need, and domestic abusers should be punished to the full extent of the law;

WHEREAS, survivors of violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so that they can escape the cycle of abuse;

WHEREAS, it is important to recognize the compassion and dedication of the individuals who provide services to victims of domestic violence and work to increase public understanding of this significant problem;

WHEREAS, local programs, state coalitions, national organizations, and other agencies nationwide are committed to increasing public awareness of domestic violence and its prevalence, and to eliminating it through prevention and education;

WHEREAS, the residents of Mono County must dedicate ourselves to protecting vulnerable members of our community;

WHEREAS, the residents of Mono County must make ending domestic violence a priority;

NOW, THEREFORE, in recognition of the important work done by Wild Iris and all victims' service providers, **BE IT RESOLVED** that the Mono County Board of Supervisors proclaims October 2017 as Domestic Violence Awareness Month.



Larry Johnston, Supervisor District #1

Fred Stump, Supervisor District #2

Bob Gardner, Supervisor District #3

John Peters, Supervisor District #4

Stacy Corless, Supervisor District #5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 3, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of Board Minutes.

RECOMMENDED ACTION:

Approve minutes of the regular meeting held on September 12, 2017.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Sept 12 2017 Draft Minutes](#)

History

Time	Who	Approval
9/19/2017 1:43 PM	County Administrative Office	Yes
9/20/2017 4:40 PM	County Counsel	Yes
9/27/2017 5:34 PM	Finance	Yes



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

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

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

**Regular Meeting
September 12, 2017**

Flash Drive	Board Room Recorder
Minute Orders	M17-187 Not used
Resolutions	R17-72
Ordinance	ORD17-14 Not used

9:00 AM Meeting called to order by Chair Corless

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

*Break: 10:21 AM
Reconvene: 10:34 AM
Break: 12:38 PM
Reconvene: 12:48 PM
Closed Session: 1:19 PM
Reconvene: 1:49 PM
Adjourn: 1:50 PM*

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

Pledge of Allegiance led by the 7th and 8th grade students of Bridgeport Elementary School.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Brianna Brown, 7th / 8th Grade Teacher Bridgeport Elementary School:

- Brought students to see what the Board room looks like, and to thank the Board for their support on the service-learning project of updating the Bridgeport Visitor Center.
- Asked the Board to continue their support in seeking opportunities to bring healthcare

Note:

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

- back to the community
- Invited the Board to attend the grand reopening of the visitor center.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

Leslie Chapman, CAO:

- No report.

4. DEPARTMENT/COMMISSION REPORTS

Sheriff Braun:

- Mammoth Gran Fondo; only one medical incident.
- E. Clampus Vitas memorial dedication at Tom's Place.
- June Lake Jam Fest.
- Supervisor Gardner asked about traffic direction for the Gran Fondo.
- Supervisor Peters asked for an update on 911 service in Antelope Valley.

Nate Greenberg, IT Director:

- Update on radio work being done over the last several weeks.

5. CONSENT AGENDA - NONE

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

6. CORRESPONDENCE RECEIVED

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

A. Forest Service Letter

Letter from Humboldt-Toiyabe Bridgeport District Ranger Jeremy Marshall regarding the Bodie Hills Sage-Grouse Habitat Improvement Project.

B. Letter regarding Meals on Wheels

Letter from Ned and Diane Jeanne Welsh regarding the Meals on Wheels program in Antelope Valley.

Supervisor Peters:

- The program is hugely popular and successful in the entire county. It was used as a mechanism during the Slinkard fire to identify potential people who had issues with transportation, provided extra water and meals in case of delays.

Supervisor Stump:

- Reiterated how important the program is in the Tri Valley.

7. REGULAR AGENDA - MORNING

A. 2017-18 Budget Hearing

Departments: CAO

(Leslie Chapman) - Public hearing and adoption of the 2017-18 CAO Recommended Budget as presented or amended.

Note:

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Action: 1. Adopt resolution R17-72, A Resolution of the Mono County Board of Supervisors Adopting the Final Mono County Budget for Fiscal Year 2017-2018, as amended, and 2. Approve the County Position Allocation list as amended.

Gardner moved; Peters seconded

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

R17-72

Leslie Chapman, CAO:

- Introduced item.
- Went over highlights of the Recommended Budget.
- Gave presentation, 2017-2018 Budget Hearings (available in additional documents).
- Corrected pages to the Recommended Budget (available in additional documents).
- General Fund Contributions and Transfers Out (available in additional documents).

Janet Dutcher, Finance Director:

- Gave presentation, Fiscal Update and Budget Overview (available in additional documents).

PUBLIC HEARING OPENED: 10:34 AM

Following County Staff made comments in response to policy items questions:

- Jeff Simpson
- Alicia Vennos
- Jay Sloane

Following members of the public made comments regarding the budget:

- Don Morton, General Contractor / Part – Owner Sierra Crest Real Estate
- Wendy Schneider, Executive Director Friends of the Inyo
- April Sall, Bodie Hills Conservation Partnership
- Steven Kalish, Swall Meadows
- John Urdi, Executive Director Mammoth Lakes Tourism

PUBLIC HEARING CLOSED: 11:28 AM

Budget Amendments:

- Add \$26,395 to the fish stocking contract, increasing it to \$100,000.
- Reduce discretionary money in Fish Enhancement from by \$20,000, from \$25,000 to \$5,000.
- Add \$8,000 for youth sports.
- Reduce the air subsidy by \$14,395, from \$50,000 to \$35,605.

Allocation List Amendments:

- County Counsel: Add one Administrative Services Specialist and delete one Fiscal Technical Specialist III.
- Community Development: Add one Community Development Analyst II and delete one Associate Planner. Add one Community Development Analyst II / Code Enforcement.
- Emergency Medical Services: Add one Administrative Services Specialist to Emergency Medical Services and delete one Fiscal Technical Specialist IV from Finance Department.
- Public Works: Add one Administrative Services Specialist.
- Social Services: Add two Social Worker IV's, delete one Social Worker I/II, and delete one Social Worker III.
- Sheriff: Reclassify one Public Safety Officer III to Records Manager.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

Note:

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Board reports given before Closed Session.

9. CLOSED SESSION

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.
Nothing to report out of Closed Session.

THE BUDGET HEARING WILL RESUME AFTER LUNCH, IF NECESSARY.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. BOARD MEMBER REPORTS

Supervisor Corless:

- 9/7 - Broadband Consortium Advisory Council: very engaged discussion around broadband access/adoption work, legislative issues.
- Reds Meadow Rd/Federal Lands Access Program grant public meeting, TOML/Federal Highways Administration staff on site to review project draft Environmental Assessment. It's slated for funding in 2022. Read EA here: <http://www.townofmammothlakes.ca.gov/CivicAlerts.aspx?AID=487>.
- 9/11 - Mammoth Lakes Housing Board Meeting—authorized ED to enter escrow on a property that will ultimately be refurbished/developed as workforce housing. Housing action plan working group meetings this week and next.
- Presentation/ discussion of Old Mammoth Place proposed Development Agreement—ED, Mayor Wentworth noted emphatically that what the developer proposed is not anywhere close to a final agreement with the Town; after the workshop in late August, council and planning commission raised many community-focused points, including housing concerns, and had questions; the proposal will come back for consideration in October. I'd encourage board members or anyone with concerns to review Aug. 30 meeting video and notes, and to talk to council members or town staff.

Supervisor Gardner:

- Last Wednesday I attended the June Lake Citizens Advisory Committee meeting. The primary topic was reviewing and discussing proposed policies for short term rentals in the June Lake community. The Committee agreed to review the material presented by the Community development staff, and consider action on a recommendation at the October CASC meeting. While there are still diverse opinions on this issue in the community, all residents have had an opportunity to express themselves and to voice their concerns.
- On Thursday, I listened to a Conference call with the CSAC Board of Directors. Topics discussed included implementation of Proposition 57, the Public Safety and

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Rehabilitation Act of 2016; the revised IHSS distribution methodology; AB 1250, which restricts counties abilities to contract; SB 649, which changes the way small cell phone contracts operate, various housing legislation, and financial proposals to alleviate the issues concerning cannabis financial operations. I will provide the handouts to the Board and the CAO.

- On Friday, I met with CAO Chapman and Finance Director Dutcher to discuss the County budget.
- Friday afternoon I participated in the weekly SCE conference call on the Rush Creek Dam System. Work is winding down on that project but will resume next summer.

Supervisor Johnston:

- Absent.

Supervisor Peters:

- No report.

Supervisor Stump:

- 9-6: Telephone meeting with Kay Ogden, Director of the Eastern Sierra Land Trust - We discussed two District 2 issues that could affect Land Trust Conservation Easements - The first involves an SCE power infrastructure improvement project in the Tri Valley, Kay wanted to know if the Old Benton Hot Springs easement would be impacted. The second was a camper in the Crowley area that spent all summer camped in the vicinity of the 60 acres owned by the Land Trust on "OhHa Ridge". We also discussed Conway Ranch potentials.
- 9-8: Attended the memorial service for Shirley Scholl, long time Sunny Slopes resident. Shirley contributed her entire life to the community and County.
- 9-9: Attended the memorial service for Mike Levine, long time Swall Meadows resident.
- 9-11: Attended the Local Transportation Commission meeting - Discussed were the upcoming visit of the California Transportation Commission (9/13 and 9/14) - Proposed uses for STIP funding from the 2018 cycle, Cal Trans and Inyo County had a request for a four lane construction project in the Olancho area as part of the MOU projects between Inyo, Mono, and Kern Counties.
- 9-11: Had a conference call with SCE about the status of the infrastructure improvement project in the Tri Valley area. The Zack substation improvement project will finish by December and SCE has started replacing insulators on poles which will allow for larger diameter wires to carry more power.

ADJOURNED at 1:50 PM

ATTEST

**STACY CORLESS
CHAIR OF THE BOARD**

**SCHEEREEN DEDMAN
SENIOR DEPUTY CLERK**

Note:

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 3, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of Board Minutes.

RECOMMENDED ACTION:

Approve minutes of the regular meeting held on September 19, 2017.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[September 19, 2017 Draft Minutes](#)

History

Time	Who	Approval
9/27/2017 6:41 PM	County Administrative Office	Yes
9/25/2017 3:42 PM	County Counsel	Yes
9/26/2017 8:27 AM	Finance	Yes



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

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

MEETING LOCATION Mammoth Lakes Suite Z, 237 Old Mammoth Rd, Suite Z, Mammoth Lakes, CA 93546

**Regular Meeting
September 19, 2017**

Flash Drive	Portable Recorder
Minute Orders	M17-187 – M17-190
Resolutions	R17-73 – R17-74
Ordinance	ORD17-14 Not used

9:00 AM Meeting Called to Order by Chair Corless.

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

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Pledge of Allegiance led by Supervisor Stump.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

Leslie Chapman, CAO:

- Budget adopted last Tuesday; thanked Board for how efficiently it went.
- Took a few days off; worked festival.
- Now catching up on legislative session.

4. DEPARTMENT/COMMISSION REPORTS

Bob Rooks (EMS Chief):

- They've offered Chief position to an individual that has a lot of experience and plans to rent in June Lake and start in early October.

Note:

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- Estimated revenues low from last year but they've been busy throughout the summer generating billing/revenue.
- Moved into new administrative offices in Annex III, they have two offices.
- Supervisor Stump thanked him for coming back to help county.

Sheriff Braun:

- Went to Sr. Center in Antelope Valley last week for lunch and discussed end of life situations in Mono County and the challenges of medical care, etc.
- Attended Long Valley Fire meeting; discussion about moving mobile command unit.
- Friday afternoon – competed in kamikaze race with Nate Greenberg.

Tony Dublino (Asst. CAO):

- Quick update on Mill Creek return ditch; if Board wishes an item to be brought back let him know.

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board

Approval of minutes.

Action: Approve minutes of the Regular Meeting held on September 5, 2017.

Stump moved; Gardner seconded

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

M17-187

6. CORRESPONDENCE RECEIVED - NONE

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

7. REGULAR AGENDA - MORNING

A. Mental Health Services Act Three Year Plan Adoption

Departments: Behavioral Health

(Robin Roberts) - The Three-Year Plan is required by the California Department of Health and Human Services to designate spending of our Mental Health Services Act (MHSA) funding. The MHSA Three-Year Plan is designed after soliciting resident, consumer, and community partner input. This plan is a comprehensive look at what is needed in our communities as it relates to mental health, the programs and services MCBH has developed to meet those needs. Additionally, this plan outlines the outcome measures, data collection methods, and reporting mechanisms used to improve accountability and assess the impact of service delivery and program development throughout the county.

Action: Approve the Mental Health Services Act Three-Year Plan for Fiscal Years 17/18, 18/19, and 19/20.

Gardner moved; Peters seconded

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

Note:

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M17-188

Amanda Greenberg:

- Power point presentation – to be posted on the web page.

Robin Roberts:

- Can reach out to someone from hospital to be part of the Advisory Board.
- Thanked Supervisor Corless for being on the Advisory Board and the entire board and staff generally for being so involved in Behavioral Health.

Mike Bodine (The Sheet):

- Will new health facility at the jail offer telepsychiatry?

Sheriff Braun:

- New jail is being designed with a medical facility space; there is potential to offer telepsychiatry there.

General Board Discussion:

Supervisor Gardner:

- Long term issues being addressed; Advisory Board questions; how do other resort towns promote services?

Supervisor Stump:

- The Socials have had a lot of impact; feels they are hitting some isolated places.

Supervisor Peters:

- Asked about Telepsychiatry; ESTA system in relation to services offered.

Supervisor Corless:

- Happy this could be thoroughly discussed; thanked Amanda for concise presentations; next Advisory Meeting 10/30.

Break: 10:35 a.m.

Reconvene: 10:47 a.m.

B. Emergency Road Repairs - Upper Summers Meadow Road Bridge

(Garrett Higerd) - Update on Upper Summers Meadow Road emergency bridge project and finding of continued emergency.

Action: 1. As established by Public Contract Code Division 2, Part 3, Chapter 2.5 “Emergency Contracting Procedures”, review the emergency action taken on August 1, 2017 make a finding, based on substantial evidence set forth in this staff report and at the meeting, that the emergency continues to exist as to Upper Summers Meadow Road, and that continuation of the action to replace the washed-out bridge on that road is necessary to respond to the emergency (A 4/5 vote is required.) 2. Direct the County Engineer to continue procuring the necessary equipment, services, and supplies to make emergency repairs to Upper Summers Meadow Road, without giving notice for bids to let contracts.

Gardner moved; Peters seconded

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

M17-189

Garrett Higerd:

- Gave brief update with status of project.

Supervisor Peters:

- Access across creek for entire time?

C. Employment Agreement for Tom Perry

Departments: Community Development

Note:

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(Scott Burns) - Proposed employee agreement with Tom Perry for the provision of part-time Building Official services to Mono County.

Action: Announce Fiscal Impact. Approve Resolution #R17-73, approving a contract with Tom Perry to provide part-time Building Official services, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County. (Fiscal impact was announced into record by Chair Corless.)

Gardner moved; Peters seconded

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

R17-73

Scott Burns:

- Gave overview of item and discussed need to obtain Tom Perry's services in a part-time status; cost of this was anticipated in budget.

Supervisor Peters:

- Are we still trying to recruit full time inspector?

Supervisor Stump:

- Glad we were able to find a solution.

Leslie Chapman:

- We will see how this goes and see whether we need a full time person.

D. Employment Agreement for Chief Probation Officer

Departments: Human Resources

(Dave Butters) - Proposed resolution approving a contract with Karin Humiston as Chief Probation Officer, and prescribing the compensation, appointment and conditions of said employment.

Action: Announce Fiscal Impact. Approve Resolution #R17-74, approving a contract with Karin Humiston as Chief Probation Officer, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County. (Fiscal Impact was announced into the record by Chair Corless.)

Peters moved; Stump seconded

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

R17-74

Dave Butters:

- Gave overview of item, recommended action.

Supervisor Stump:

- One year contract but will extend into next FY?

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

Closed Session: 11:04 a.m.

9. CLOSED SESSION

Reconvene: 1:02 p.m.

There was nothing to report out of closed session.

A. Closed Session--Human Resources

Note:

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

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. REGULAR AGENDA - AFTERNOON

A. Business License Revocation Hearing

Departments: Community Development

(Nick Criss) - Public hearing regarding revocation of Business License 0930 Rainbow Ridge Realty & Reservations pursuant to Chapter 5.24.020 of the Mono County Code based on violations by the licensee or her agents or employees of any state or county law or regulation pertinent to the type of business for which the license was issued.

Action: Defer today's item (public hearing and potential revocation of business license at Rainbow Ridge Realty & Reservations); direct staff to prepare a new agenda item as early in October as possible to consider and decide upon the proposed compliance agreement and release of claims that came before the board today.

Gardner moved; Peters seconded

Vote: 3 yes; 1 no: Stump; 1 absent: Johnston

M17-190

Nick Criss, Code Compliance:

- Gave overview of item, history on matter.
- Ms. Lear is willing to sign a settlement agreement and pay \$10,000 – she'll get to keep her license and she agrees to not to rent out "short term" rentals.
- He will plan to continually monitor these properties.

Supervisor Corless:

- If board decides to approve settlement agreement, no public hearing will be necessary and the board action would be to sign the agreement.

Supervisor Gardner:

- Where is the teeth with this agreement? How much income generated as a result of these short term rentals? Should have this as separate item.

Supervisor Stump:

- Whose offer was this? Hers or ours? Feels public hearing needs to go forward.

Supervisor Peters:

- Confused as to why we got here?

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Anne Larsen:

- Not a document filed with the court but Ms. Lear could be held to breach of the agreement if necessary; continued violations could be issued. This offer was sent to the county by Ms. Lear.

Stacey Simon:

- We are not here to try the merits of this; these are only allegations; this doesn't prejudice the county in any way to pursue a future violation.

Break: 1:23 p.m.

Reconvene: 1:25 p.m.

Break: 1:29 p.m.

Reconvene: 1:30 p.m.

12. BOARD MEMBER REPORTS

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

Board Reports taken directly after Department reports due to extra time available on morning agenda.

Supervisor Corless:

- Congratulations to Mono Co for CSAC Merit Award for Biomass Boiler!
- 9/13: California Transportation Commission Town Hall Meeting—congratulations to Gerry LeFrancois on a job well done in organizing the presentations. Commissioners and commission staff seemed engaged and interested, and impressed in the region's approach.
- 9/14: Great Basin Unified Air Pollution Control District Board Meeting.
- Mammoth Lakes Community Housing Action Plan Working Group: Two three-hour sessions Thursday and Friday working on Strategies—including Funding, Housing Programs, Development Requirements, Public/Private Partnerships, Incentives , and Short-Term Rental Policies. There will be two more sessions this week—that's 12 hours of meetings for the working group!—and a draft plan will be presented at community meetings on October 6.
- Visited Supervisor Johnston over the weekend as he continues to battle his illness—he is in Mammoth now.
- RCRC CA Legislative Update: End of session report — Highlights: AB 1250 did not move forward; Cap and Trade, AB 1665, 649 did; Housing, Park Bond passed, all awaiting governor's signature.
- NACo Public Lands Steering Committee:
Developments on PILT and SRS -
- Last week, Congress passed a continuing resolution to keep the government funded through early December. This keeps federal spending at the same level as FY 2017 for the next three months. NACo is strongly advocating that full funding for PILT be included in any final spending package for FY 2018.
- On May 3, Senators Orrin Hatch (UT) and Ron Wyden (OR) introduced S. 1027, legislation to reauthorize SRS for two years, and ensure payments for FY2016 and FY2017. Representatives Cathy McMorris Rodgers (WA) and Suzanne Bonamici (OR) introduced a House version of the same bill, H.R. 2340. NACo supports these efforts to reauthorize SRS.
Wildfire Funding included in Hurricane Harvey Disaster Relief:
- An extra \$300 million for the U.S. Forest Service and other land management agencies to fight wildfires was included in the legislative package that provided emergency funds for Hurricane Harvey and temporarily raised the debt ceiling. This will free up other accounts, such as forest management accounts, so that they are not at risk of being

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raided due to fire borrowing.

Supervisor Gardner:

- Last Friday attended a meeting of the Eastern Sierra Transit Authority Board in Mammoth. Ridership on ESTA's buses is down almost 20 percent this year, primarily due to the late opening of the Red's Meadow shuttle. The June Lake free shuttle did better this year, up over 100 percent, with an average daily ridership of 14 persons. We will have a meeting in June Lake to decide whether to continue the shuttle in 2018. The shuttle was free this year due to \$2500 in contributions from the business community.
- On Friday, met with Economic Development staff to talk about various issues including the fish stocking program and the proposed evaluation study to be conducted this year.

Supervisor Johnston:

- Absent.

Supervisor Peters:

- 6th Fisheries Commission
- 6th BP RPAC – CHP Lt. Boyes the recently assigned commander
- 7th AV RPAC
- 11th LTC
- 12th NMCC
- 12th CSA
- 13th & 14th CTC
- Gerry La Francois & Wendy Sugimura
- Chairman Alvarez
- Cal Trans Brent Green and Ryan Dermady
- Sandy Hogan
- Haislip Hayes
- Mammoth Mountain
- 15th Met with Jim Donnellan

Upcoming:

- 22nd MWTC Anniversary 10am
- RCRC
- Kite Festival
- ATV Jamboree

Supervisor Stump:

- 9-13 : Attended the California Transportation Commission - Thank you to Supervisor Peters for attending all parts of their visit.
- 9-14 : Attended the Great Basin Unified Air Pollution District meeting.
- It appears that the first SGMA JPA/GSA meeting will be October 5th. This morning, received a phone message from Cindy Nelson of the Public Utilities Commission. The message stated:
 - Cindy had spoken to the Chair of the Commission about holding a Commission meeting in Mono County sometime in 2018.
 - Cindy was going to meet with the head of the PUC Communications Division about scheduling a Town Hall meeting in Mono County of Communications Division staff so the PUC staff can understand the landline phone, internet, and lack of cell service issues in rural parts of the County.

ADJOURNED at 1:42 p.m.

ATTEST

Note:

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**STACY CORLESS
CHAIR OF THE BOARD**

**SHANNONKENDALL
CLERK OF THE BOARD**



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 3, 2017

Departments: Finance

TIME REQUIRED

SUBJECT Monthly Treasury Transaction Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Treasury Transaction Report for the month ending 8/31/2017.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 8/31/2017.

FISCAL IMPACT:

None

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 7609325483 / gfrank@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Treasury Transaction Report for the month ending 8/31/2017](#)

History

Time	Who	Approval
9/13/2017 6:58 PM	County Administrative Office	Yes
9/18/2017 10:42 AM	County Counsel	Yes
9/18/2017 12:08 PM	Finance	Yes

**Mono County
Transaction Summary by Action
Investment Portfolio**

Begin Date: 7/31/2017, End Date: 8/31/2017

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	8/1/2017	LOAN2017	224,000.00	Mono County 2.5 8/1/2022-17	100.00	224,000.00	0.00	2.50	224,000.00
Buy	8/9/2017	319141HD2	245,000.00	First Bank of Highland 2.2 8/9/2022	100.00	245,000.00	0.00	2.20	245,000.00
Buy	8/10/2017	59013JZP7	245,000.00	Merrick Bank 2.05 8/10/2022	100.00	245,000.00	0.00	2.05	245,000.00
Buy	8/18/2017	22766ABN4	245,000.00	Crossfirst Bank 2.05 8/18/2022	100.00	245,000.00	0.00	2.05	245,000.00
Buy	8/22/2017	33610RQY2	245,000.00	First Premier Bank 2.05 8/22/2022	100.00	245,000.00	13.76	2.05	245,013.76
Buy	8/25/2017	330459BY3	245,000.00	FNB BANK INC 2 2/25/2022	100.00	245,000.00	0.00	2.00	245,000.00
Buy	8/28/2017	85916VBY0	245,000.00	STERLING BANK 1.7 7/26/2019	100.00	245,000.00	0.00	1.70	245,000.00
Buy	8/29/2017	58733AEJ4	245,000.00	Mercantil Bank NA 1.9 3/2/2020	100.00	245,000.00	0.00	1.90	245,000.00
Subtotal			1,939,000.00			1,939,000.00	13.76		1,939,013.76
Deposit	8/3/2017	CAMP60481	2,000,000.00	California Asset Management Program LGIP	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	8/10/2017	OAKVALLEY0670	2,804.11	Oak Valley Bank Cash	100.00	2,804.11	0.00	0.00	2,804.11
Deposit	8/22/2017	CAMP60481	2,000,000.00	California Asset Management Program LGIP	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	8/31/2017	OAKVALLEY0670	1,077.78	Oak Valley Bank Cash	100.00	1,077.78	0.00	0.00	1,077.78
Deposit	8/31/2017	OAKVALLEY0670	15,691,401.57	Oak Valley Bank Cash	100.00	15,691,401.57	0.00	0.00	15,691,401.57
Subtotal			19,695,283.46			19,695,283.46	0.00		19,695,283.46
Total Buy Transactions			21,634,283.46			21,634,283.46	13.76		21,634,297.22
Interest/Dividends									
Interest	8/1/2017	932889VJ4	0.00	WALNUT VALLEY CA USD 2 8/1/2018		0.00	5,000.00	0.00	5,000.00
Interest	8/1/2017	661334DS8	0.00	N ORANGE CNTY CA CMNTY CLG DIST 1.54 8/1/2018		0.00	4,620.00	0.00	4,620.00
Interest	8/1/2017	513802EB0	0.00	Lancaster Ca Redev Agy 2.08 8/1/2019		0.00	2,231.67	0.00	2,231.67
Interest	8/1/2017	83412PDV1	0.00	Solano Co Community College 1.384 8/1/2017		0.00	1,730.00	0.00	1,730.00
Interest	8/1/2017	513802CE6	0.00	LANCASTER REDEV AGY A 2.125 8/1/2021		0.00	6,959.38	0.00	6,959.38
Interest	8/1/2017	92603PEP3	0.00	Victor Valley CA Cmnty Clg Dist 1.324 8/1/2019		0.00	1,820.50	0.00	1,820.50
Interest	8/1/2017	796720JH4	0.00	SAN BERNARDINO COMMUNITY COLLEGE DISTRICT 2.136 8/		0.00	5,340.00	0.00	5,340.00
Interest	8/1/2017	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
Investment Portfolio**

Begin Date: 7/31/2017, End Date: 8/31/2017

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	8/1/2017	420507CF0	0.00	HAWTHORNE CA CTFS 2.096 8/1/2019		0.00	2,620.00	0.00	2,620.00
Interest	8/1/2017	92603PEQ1	0.00	Victor Valley CA Cmnty Clg Dist 1.676 8/1/2020		0.00	2,178.80	0.00	2,178.80
Interest	8/1/2017	420507CE3	0.00	HAWTHORNE CA CTFS 1.846 8/1/2018		0.00	2,307.50	0.00	2,307.50
Interest	8/1/2017	769059XS0	0.00	Riverside Unified School District-Ref 1.94 8/1/202		0.00	3,734.50	0.00	3,734.50
Interest	8/3/2017	9497486Z5	0.00	WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021		0.00	332.93	0.00	332.93
Interest	8/5/2017	981571CE0	0.00	Worlds Foremost Bk Sidney NE 1.75 5/5/2021		0.00	297.26	0.00	297.26
Interest	8/10/2017	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	2,804.11	0.00	2,804.11
Interest	8/11/2017	02006LYD9	0.00	ALLY BK MIDVALE UTAH 1.45 2/11/2019		0.00	1,761.65	0.00	1,761.65
Interest	8/11/2017	20033APV2	0.00	COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021		0.00	332.93	0.00	332.93
Interest	8/12/2017	35633MAG7	0.00	FREEDOM BK OF VA VIENNA VA 0.75 11/14/2017		0.00	156.06	0.00	156.06
Interest	8/15/2017	55266CQE9	0.00	MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021		0.00	374.55	0.00	374.55
Interest	8/15/2017	34387ABA6	0.00	FLUSHING BANK N Y 1.8 12/10/2018		0.00	374.55	0.00	374.55
Interest	8/17/2017	855736DA9	0.00	STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021		0.00	332.93	0.00	332.93
Interest	8/18/2017	795450YG4	0.00	SALLIE MAE BK SALT LAKE CITY UT 1.8 2/18/2021		0.00	2,186.88	0.00	2,186.88
Interest	8/22/2017	337630AZ0	0.00	FIRSTTRUST SVGS BK CONSHOCKENPA 0.7 10/23/2017		0.00	145.66	0.00	145.66
Interest	8/24/2017	3135G0N66	0.00	FNMA 1.4 8/24/2020-17		0.00	7,000.00	0.00	7,000.00
Interest	8/25/2017	3134GADG6	0.00	FHLMC 1.5 2/25/2021-16		0.00	9,375.00	0.00	9,375.00
Interest	8/25/2017	3134G92E6	0.00	FHLMC 1.75 8/25/2021-16		0.00	8,750.00	0.00	8,750.00
Interest	8/26/2017	062683AC1	0.00	BBCN BANK 0.9 2/26/2018		0.00	187.27	0.00	187.27
Interest	8/26/2017	3136G2YB7	0.00	FNMA 1.32 8/26/2019-16		0.00	6,600.00	0.00	6,600.00
Interest	8/26/2017	20070PHK6	0.00	COMMERCE ST BK WEST BEND WIS 1.65 9/26/2019		0.00	343.34	0.00	343.34
Interest	8/26/2017	91330ABA4	0.00	UNITY BK CLINTON NJ 1.5 9/26/2019		0.00	312.12	0.00	312.12
Interest	8/27/2017	27113PBG5	0.00	EAST BOSTON SVGS NK BOSTON MA 0.7 10/27/2017		0.00	145.66	0.00	145.66
Interest	8/27/2017	35637RCQ8	0.00	FREEDOM FIN BK W DES MOINES 1.5 7/26/2019		0.00	312.12	0.00	312.12

Mono County
Transaction Summary by Action
Investment Portfolio

Begin Date: 7/31/2017, End Date: 8/31/2017

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	8/27/2017	596689EC9	0.00	MIDDLETON COMMUNITY BANK 1.4 11/27/2018		0.00	291.32	0.00	291.32
Interest	8/28/2017	20786ABA2	0.00	CONNECTONE BK ENGLEWOOD 1.55 7/29/2019		0.00	322.53	0.00	322.53
Interest	8/28/2017	3130AAYV4	0.00	FHLB 1.45 2/28/2019		0.00	3,282.64	0.00	3,282.64
Interest	8/29/2017	11373QCC0	0.00	BROOKLINE BK MASS 0.75 10/30/2017		0.00	156.06	0.00	156.06
Interest	8/29/2017	2027505G6	0.00	COMMONWEALTH BUSINESS BK LOS ANGELES CALIF 0.75 8/		0.00	156.06	0.00	156.06
Interest	8/29/2017	139797FF6	0.00	CAPITAL BK LITTLE ROCK 0.9 2/28/2018		0.00	187.27	0.00	187.27
Interest	8/30/2017	843383AX8	0.00	SOUTHERN BANK 1 1/30/2018		0.00	208.08	0.00	208.08
Interest	8/31/2017	CAMP60481	0.00	California Asset Management Program LGIP		0.00	2,426.45	0.00	2,426.45
Interest	8/31/2017	45340KDR7	0.00	INDEPENDENCE BK KY OWENSBORO 0.9 2/28/2018		0.00	187.27	0.00	187.27
Interest	8/31/2017	46176PFK6	0.00	INVESTORS BANK 0.85 11/30/2017		0.00	1,049.81	0.00	1,049.81
Interest	8/31/2017	066519CC1	0.00	BANKUNITED ANTL ASSN 0.75 8/31/2017		0.00	1,837.50	0.00	1,837.50
Interest	8/31/2017	105245GN8	0.00	BRAND BKG CO LAWRENCEVILLE GA 0.85 11/30/2017		0.00	176.87	0.00	176.87
Interest	8/31/2017	29266N3Q8	0.00	ENERBANK USA SALT LAKE CITYUTAH 1.05 8/31/2018		0.00	218.49	0.00	218.49
Interest	8/31/2017	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	1,077.78	0.00	1,077.78
Subtotal			0.00			0.00	96,960.50		96,960.50
Total Interest/Dividends			0.00			0.00	96,960.50		96,960.50
Sell Transactions									
Matured	8/1/2017	511012GE0	650,000.00	Lake Tahoe Unified School District 0 8/1/2017	0.00	650,000.00	0.00	0.00	650,000.00
Matured	8/1/2017	83412PDV1	250,000.00	Solano Co Community College 1.384 8/1/2017	0.00	250,000.00	0.00	0.00	250,000.00
Matured	8/1/2017	503678QR8	500,000.00	La Mesa Spring Valley SD 1.886 8/1/2017	0.00	500,000.00	0.00	0.00	500,000.00
Matured	8/29/2017	2027505G6	245,000.00	COMMONWEALTH BUSINESS BK LOS ANGELES CALIF 0.75 8/	0.00	245,000.00	0.00	0.00	245,000.00
Matured	8/31/2017	066519CC1	245,000.00	BANKUNITED ANTL ASSN 0.75 8/31/2017	0.00	245,000.00	0.00	0.00	245,000.00
Subtotal			1,890,000.00			1,890,000.00	0.00		1,890,000.00
Withdraw	8/21/2017	LAIF6000Q	2,500,000.00	Local Agency Investment Fund LGIP	0.00	2,500,000.00	0.00	0.00	2,500,000.00
Withdraw	8/29/2017	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	8/31/2017	OAKVALLEY0670	13,653,725.91	Oak Valley Bank Cash	0.00	13,653,725.91	0.00	0.00	13,653,725.91

**Mono County
Transaction Summary by Action
Investment Portfolio**

Begin Date: 7/31/2017, End Date: 8/31/2017

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
			Subtotal			17,153,725.91	0.00		17,153,725.91
Total Sell Transactions						19,043,725.91	0.00		19,043,725.91



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 3, 2017

Departments: Health Department

TIME REQUIRED

SUBJECT Proposed Lease with Mono County
Office of Education

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed lease with Mono County Office of Education pertaining to the property located at 37 Emigrant Street, Bridgeport, CA.

RECOMMENDED ACTION:

Approve County entry into proposed lease and authorize the Chair to execute said lease on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

The leased space will cost \$1,333.34 per month, for a total annual amount of \$16,000.00 per year.

CONTACT NAME: Sandra Pearce

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

SEND COPIES TO:

Sandra Pearce

Kim Bunn

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[MCOE Lease Agreement](#)

[Floor Plan](#)

History

Time	Who	Approval
9/27/2017 6:36 PM	County Administrative Office	Yes
9/21/2017 4:26 PM	County Counsel	Yes
9/27/2017 5:47 PM	Finance	Yes



MONO COUNTY HEALTH DEPARTMENT

Public 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

DATE: October 3, 2017
TO: Honorable Board of Supervisors
FROM: Sandra Pearce, Public Health Director
SUBJECT: Proposed Lease with Mono County Office of Education

Recommendation:

Approve County entry into proposed lease with Mono County Office of Education (MCOE) pertaining to the property located at 37 Emigrant Street, Bridgeport, CA. Authorize the Chairperson to execute said lease on behalf of the County.

Fiscal Impact:

The leased space will cost \$1,333.34 per month, for a total annual amount of \$16,000.00 per year.

Discussion:

This lease with Mono County Office of Education is a continuation of a prior lease. The space at 37 Emigrant Street in Bridgeport specified in this lease, houses the Department of Social Services and Public Health Department offices. The lease has been reviewed and approved by the departments who work in this building.

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

Submitted by:

Sandra Pearce, Public Health Director

**OFFICE LEASE FOR PROPERTY LOCATED
AT 37 EMIGRANT STREET, BRIDGEPORT, CALIFORNIA**

1. Parties.

This Office Lease Agreement ("Lease") is made as of the 1st of July 2017, by and between Mono County Office of Education (hereinafter referred to as "Landlord") and the County of Mono, a political subdivision of the State of California ("Tenant").

2. Leased Premises.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, an amount of square footage, which for initial reference purposes only shall be described as approximately 1266 useable square feet of space (the "Leased Premises") of the total 3800 square feet of the property commonly referred to as 37 Emigrant Street, Bridgeport, Mono County, California, (the "Property"). A floor plan of the Property depicting the Leased Premises is attached to this Lease as Exhibit "A" and incorporated herein by this reference.

3. Term.

The term of this Lease shall be for one year commencing on July 1, 2017, and ending on June 30, 2018.

4. Rent.

Tenant shall pay to Landlord as rent for the Leased Premises the sum of one thousand three hundred thirty-three dollars and thirty-four cents (\$1,333.34) per month, for a total annual amount of sixteen thousand dollars (\$16,000.00), in advance on the first day of each month during the term hereof but in no event later than the tenth day of each month. Rent shall be payable without notice or demand in lawful money of the United States to the Landlord at the address stated herein for notice or such other persons or such other places as the Landlord may designate to the Tenant in writing. '

5. Taxes.

A. Real Property Taxes:

- i. Landlord shall pay all real property taxes and general assessments levied and assessed against the Leased Premises during the term of the Lease.

B. Personal Property Taxes:

- i. Tenant shall pay any taxes assessed against and levied upon the trade fixtures, furnishings, equipment and other personal property of Tenant contained in the Leased Premises.

6. Utilities.

Landlord shall pay for all utilities including but not limited to propane, electric, garbage and other utility services supplied to the Leased Premises together with any taxes thereon and for all connection charges.

7. Condition of Premises.

Tenant has examined Leased Premises, all furniture, furnishings, appliances and landscaping, if any, and fixtures, including smoke detectors and acknowledges that these items are clean and in operative condition. The portion of the Leased Premises consisting of Existing Space shall be delivered to Tenant in its current "AS IS" condition. Nothing in this Section regarding the condition of the Leased Premises shall be construed as relieving Landlord of any obligation it may otherwise have under this lease to properly repair and maintain the Building and the Property in good order, condition and repair.

8. Maintenance of Premises.

The Tenant will provide all basic janitorial services for the Leased Premises including trash removal, vacuuming and dusting in all common areas, as well as snow removal in and around the designated parking areas.

Landlord is responsible for any minor maintenance and repair of appliances and fixtures, including the cost of such maintenance and repair, which were a part of the Premises prior to occupancy by Tenant. This includes, but is not limited to: plumbing, septic, heating, electrical and lighting, unless there is evidence that the need for repair was caused by negligence or willful misconduct of Tenant or Tenant's employees or clients. In the event that any large repair of appliances and fixtures is required, Landlord will be responsible for 64% of the cost and Tenant will be responsible for 36% of the cost unless otherwise negotiated by the parties at that time. For purposes of this paragraph, large repair is defined as any repair costing in excess of one thousand dollars (\$1000.00).

Tenant is responsible for the maintenance and repair of any additional amenities or fixtures Landlord has permitted Tenant to add or install pursuant to the procedure set forth in paragraph 10 below.

9. Alterations and Additions.

With the exception of the alterations and additions described below, Tenant shall not, without Landlord's prior written consent, make any alterations, improvements or additions to or about the Premises. If Tenant desires to add any additional fixtures or amenities, including but not limited to air conditioning, then Tenant shall give Landlord written notice, specifying therein the fixtures or amenities Tenant wishes to add or install. If landlord consents to such addition or installation, it shall so advise Tenant in writing. Tenant may then make the installation, at its sole expense.

Landlord shall not unreasonably withhold consent to make any alterations, improvements or additions to or about the Premises at Tenant's expense nor shall Landlord withhold consent where such alterations, improvements or additions are required by law. Landlord

hereby consents to the placement of wiring for phones, computers, and security systems in the walls and floors of the office building portion of the Premises and to the installation of signage on the exterior of the building indicating the location of Tenant's offices therein.

10. Use of Premises.

The Leased Premises shall be used for the operation of County of Mono offices which are open to the public. No other use shall occur within the Leased Premises without the prior written consent of Landlord.

11. Parking.

The two parking spaces located immediately adjacent to the Property in the parking lot will be reserved for the sole use and occupancy of Landlord. All other parking spots in the parking lot and on the street are available on a first-come-first-served basis.

12. Confidentiality.

Landlord acknowledges that Tenant's personal, confidential, and/or sensitive material is contained on the Leased Premises and that it must be kept secure from unauthorized access pursuant to federal and state laws. Landlord understands that it is not authorized to access said personal, confidential, and/or sensitive material and agrees that it will not access, attempt to access, or assist any other unauthorized person in accessing said personal, confidential, and/or sensitive material.

Tenant acknowledges Landlord's personal, confidential, and/or sensitive material is contained on the Premises and that it must be kept secure from unauthorized access pursuant to federal and state laws. Tenant understands that it is not authorized to access said personal, confidential, and/or sensitive material at any time, including but not limited to the times during which janitorial services are provided pursuant to Paragraph 8 above, and agrees that it will not access, attempt to access, or assist any other unauthorized person in accessing said personal, confidential, and/or sensitive material.

13. Hold Harmless.

Tenant shall indemnify and hold Landlord harmless from and against any and all claims arising from Tenant's use or occupancy of the Leased Premises or from the conduct of its business or from activity, work, or things which may be permitted or suffered by Tenant in or about the Leased Premises including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action or proceeding arising therefrom.

Landlord shall indemnify and hold Tenant harmless from and against any and all claims arising from Landlord's use or occupancy of the Premises or from the conduct of its business or from activity, work, or things which may be permitted or suffered by Landlord in or about the Premises including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action or proceeding arising therefrom.

14. Insurance.

Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of combined, single limit, bodily injury and property damage insurance insuring Landlord and Tenant against any liability arising out of use, occupancy or maintenance of the Leased Premises by the Tenant.

Such insurance shall be a combined single limit policy in the amount of not less than one million dollars (\$1,000,000.00). Tenant shall provide Landlord with a copy of the certificate of insurance demonstrating the above terms.

Landlord shall obtain and keep in force during the term of this Lease a policy of insurance covering loss or damages to the Premises against all perils included within the classification of fire, extended coverage vandalism (excluding earthquake or flood).

15. Assignment and Subletting.

Tenant shall not voluntarily or by operation of law assign, transfer, sublet, mortgage or otherwise transfer or encumber all or part of Tenant's interest in this Lease or in the Leased Premises without Landlord's prior written consent.

16. Cancellation.

This Lease may be terminated by Tenant or Landlord, at will and without cause, by giving to the other party six (6) months' written notice of such intent to cancel.

17. Default.

It is agreed between the parties that if any rent shall be due and unpaid, or if Tenant shall default and breach any other covenant or provisions of the Lease, then the Landlord may, after giving Tenant notice of such breach or default and a reasonable period of time to in which to effectuate a cure, and if same is not corrected within that time period, terminate this Lease. Upon such termination, Tenant shall remove its property from the Leased Premises as soon as reasonably practicable.

18. Surrender.

Unless this Lease is extended by mutual written agreement of the Landlord and Tenant on or prior to the last day of the term of this Lease, Tenant shall surrender the Premises to Landlord in good and clean condition, ordinary wear expected.

19. Lease Renewal.

This Lease shall automatically be extended for up to five (5) subsequent one-year terms under the same conditions as contained herein, or subject to modified terms and conditions as agreed upon by the Landlord and Tenant in writing, unless written notice on a party's intent not to renew is provided at least thirty (30) days prior to end of a Term.

20. Binding on Successor and Assigns.

Each provision of this Lease performable by Tenants shall be deemed both a covenant and a condition. The terms, conditions, and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors, and assigns.

21. Notices.

Whenever under this Lease a provision is made for any demand, notice or declaration of any kind, it shall be in writing and sent by United States mail, postage prepaid, addressed to the following:

The Landlord:

Mono County Office of Education
P.O. Box 477
Bridgeport, CA 93517

The Tenant:

Mono County
P.O. Box 696
Bridgeport, CA 93517

22. Damage to Premises.

If, by no fault of the Tenant, Leased Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, which render the Leased Premises uninhabitable, either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of the damage. The abated amount shall be the current monthly rent pro-rated on a 30-day basis. If this agreement is not terminated, Landlord shall repair such damage in a timely manner, and rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Leased Premises.

23. Integration.

Landlord and Tenant agree that this Lease constitutes the entire agreement of the parties with respect to the rental of the Leased Premises. No prior agreements, written or oral, exist which could alter the terms of this

24. Voluntary Execution.

Landlord acknowledges that this Lease is executed voluntarily by her or him, without duress or undue influence on the part or on behalf of the County. The Tenant and Landlord acknowledge that this lease is executed voluntarily by each, without

duress or undue influence on the part of or on behalf of Landlord. The Tenant and Landlord enter this agreement knowingly aware of the contents of this Lease.

In witness thereof, the parties hereto have set their hands and seals this ____ day of _____, 2017.

COUNTY OF MONO

MONO COUNTY OFFICE OF EDUCATION

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security
Number

APPROVED AS TO FORM:

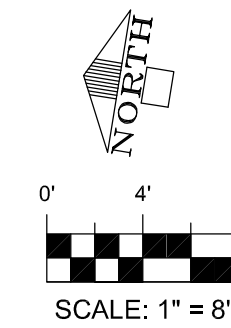
County Counsel

APPROVED BY RISK MANAGEMENT:

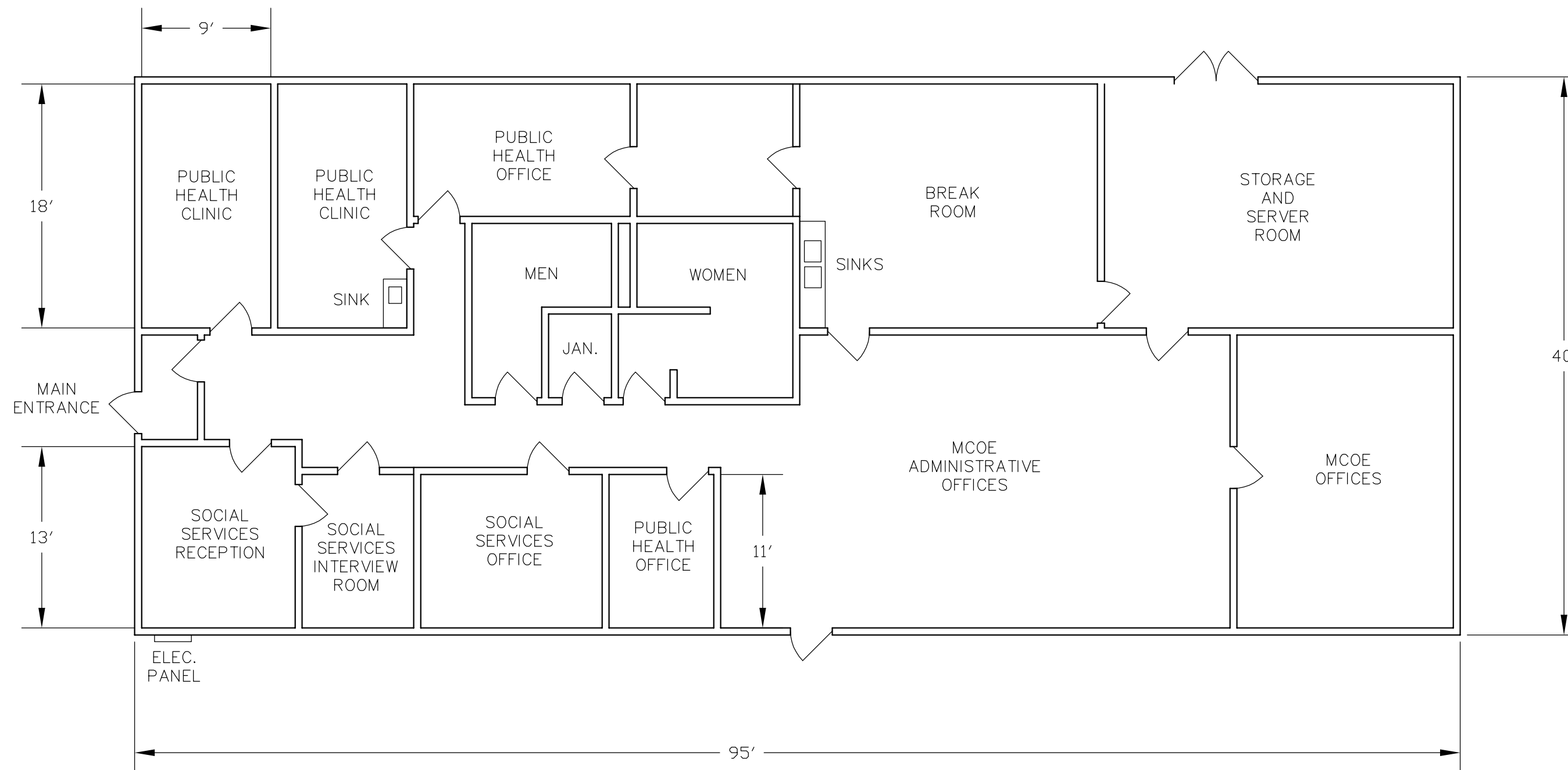
Risk Manager

FACILITY NOTES:

1. AREA OF OFFICE OF EDUCATION BUILDING IS APPROXIMATELY 3,800 SQ. FT., INCLUDING EXTERIOR WALLS, AND THE VESTIBULE.
2. ALL DIMENSIONS ARE PER 1982 PLANS BY AVILA ENTERPRISES, AIBD, ROHNERT PARK, CA. INTERIOR WALL LOCATIONS ARE APPROXIMATE AND ARE NOT BASED UPON AS-BUILT PLANS.
3. THIS DRAWING WAS PREPARED FOR ROUGH ESTIMATION ONLY. FIELD VERIFICATION NECESSARY FOR ACCURATE DIMENSIONS.



EMIGRANT ST.



APPROXIMATE AREAS:

OVERALL BUILDING: 3800 SQ. FT.
 PUBLIC HEALTH OFFICES: 678 SQ. FT.
 SOCIAL SERVICES OFFICES: 385 SQ. FT.

MONO COUNTY DEPARTMENT OF PUBLIC WORKS	
74 N. SCHOOL ST., P.O. BOX 457, Bridgeport, CA. 93517	
Rev.	Revision Description

Issuance Date: 03/10/15
 Drawn By: W. Lehmann, Engr Tech
 Reviewed By: Joe Blanchard, Parks & Facilities Super.
 Approved By: _____

OFFICE OF EDUCATION BUILDING
 37 EMIGRANT ST., BRIDGEPORT, CA (APN 008-094-006)
 SCHEMATIC FLOOR PLAN 2016

SHEET NO.
1
 of 1



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 3, 2017

Departments: Health Department

TIME REQUIRED

SUBJECT Children's Medical Services (CMS)
Plan 2017-18

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Adoption of the Children's Medical Services (CMS) Plan for 2017-18. The Plan operates as a contract between the County and the California Department of Public Health (CDPH) defining the scope of activities to be provided during the fiscal year.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize the Chairperson to sign the Mono County Children's Medical Services (CMS) Plan for fiscal year 2017-18 to execute the contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

There is zero impact to the Mono County General Fund. These programs are funded with a mix of Federal Title XIX (Medicaid), Federal Title XXI funds, State General Fund, and Realignment dollars totaling \$252,230.

CONTACT NAME: Sandra Pearce

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

SEND COPIES TO:

Sandra Pearce

Kim Bunn

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
BOS Report
CMS Plan
CMS Budget

History

Time	Who	Approval
9/27/2017 6:40 PM	County Administrative Office	Yes
9/18/2017 2:25 PM	County Counsel	Yes
9/27/2017 6:43 PM	Finance	Yes



MONO COUNTY HEALTH DEPARTMENT

Public 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

DATE: October 3, 2017
TO: Honorable Board of Supervisors
FROM: Jody Martin, CMS Administrator

SUBJECT: Mono County Children's Medical Services (CMS) Plan
Fiscal Year 2017-2018.

RECOMMENDED ACTION: That the Board of Supervisors approve and authorize Chairman to sign the Mono County Children's Medical Services (CMS) Plan for fiscal year 2017-18.

DISCUSSION: In Mono County, California Children's Services (CCS), California Health and Disability Prevention Program (CHDP) and Health Care Program for Children in Foster Care (HCPCFC) services are provided through the Mono County Health Department. All three programs are integrated within the California Department of Health Care Services (DHCS) under Children's Medical Services (CMS). These programs provide a variety of medical services to eligible children. The Mono County Health Department receives funding to provide administration and case management services in support of these programs.

The CCS Program provides diagnostic and treatment services to financially eligible children with qualifying medical conditions. Case management, provided by a Mono County Public Health CCS nurse, includes finding appropriate providers; obtaining authorizations for care, equipment, supplies and medications; assistance with scheduling; reviewing medical reports; and acting on recommendations and referrals. Additionally, a Medical Therapy Conference is held twice a year to coordinate referrals for care, physical and occupational therapy, and the ordering and creation of specialized equipment for children with chronic orthopedic or neuromuscular conditions.

The CHDP Program provides periodic, well child exams for financially eligible children. The program includes physical exams and immunizations; and referrals for treatment. CMS staff at Mono County

Public Health review all reports, and make referrals to appropriate agencies and specialists as needed.

The HCPCFC Program provides medical case management for Mono County children who are placed in Foster Care through Child Welfare Services or the Probation Department. The HCPCFC nurse at Mono County Public Health provides medical case management services to ensure each child's health needs are met until the child returns to his or her family; is emancipated at age 18; is placed in extended Foster Care through AB 12; or finishes high school.

FISCAL IMPACT: There is zero impact to the Mono County General Fund. These programs are funded with a mix of Federal Title XIX (Medicaid), Federal Title XXI funds, State General Fund, and Realignment dollars totaling \$252,230.

If there any questions regarding this item, please contact Sandra Pearce at 760.924.1818.

Submitted by: Jody Martin, CMS Administrator

Reviewed by: Sandra Pearce, Public Health Director

CHILDREN'S MEDICAL SERVICES PLAN

MONO COUNTY

FISCAL YEAR

2017-2018

Plan and Budget Required Documents Checklist

MODIFIED FY 2017-2018

County/City: _____	MONO	Fiscal Year:2017-2018
Document		Page Number
1.	Checklist	2,3
2.	Agency Information Sheet	4,5
3.	Certification Statements	
	A. Certification Statement (CHDP) – Original and one photocopy	6
	B. Certification Statement (CCS) – Original and one photocopy	7
4.	Agency Description	
	A. Brief Narrative	8-10
	B. Organizational Charts for CCS, CHDP, and HCPCFC	Retain locally
	C. CCS Staffing Standards Profile	Retain locally
	D. Incumbent Lists for CCS, CHDP, and HCPCFC	11-15
	E. Civil Service Classification Statements – Include if newly established, proposed, or revised	N/A
	F. Duty Statements – Include if newly established, proposed, or revised	16-31
5.	Implementation of Performance Measures – Performance Measures	32-54
6.	Data Forms	
	A. CCS Caseload Summary	56-58
	B. CHDP Program Referral Data	59
7.	Memoranda of Understanding and Interagency Agreements List	
	A. MOU/IAA List	61
	B. New or Revised MOU or IAA	none
	C. CHDP IAA with DSS biennially	Retain locally
	D. Interdepartmental MOU for HCPCFC biennially	Retain locally
8.	Budgets	
	A. CHDP Administrative Budget (No County/City Match)	
	1. Budget Summary	63
	2. Budget Worksheet	64

Mono County Children's Medical Services Plan and Fiscal Guidelines 2017-2018

County/City: _____	MONO	Fiscal Year:2017-2018
Document		Page Number
3.	Budget Justification Narrative	65
B.	CHDP Administrative Budget (County/City Match) - Optional	
1.	Budget Summary	66
2.	Budget Worksheet	67
C.	CHDP Foster Care Administrative Budget (County/City Match) - Optional	
1.	Budget Summary	68
2.	Budget Worksheet	69
D.	HCPCFC Administrative Budget	
1.	Budget Summary	70
2.	Budget Worksheet	71
3.	Budget Justification Narrative	72
E.	CCS Administrative Budget	
1.	Budget Summary	73-75
2.	Budget Worksheet Quarter 1	76-77
3.	Budget Worksheet Quarters 2,3,4	78-80
G.	Other Forms	
1.	County/City Capital Expenses Justification Form	N/A
2.	County/City Other Expenses Justification Form	N/A
9.	Management of Equipment Purchased with State Funds	
1.	Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)	N/A
2.	Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204)	N/A
3.	Property Survey Report Form (STD 152)	N/A

Agency Information Sheet

County/City: Mono

Fiscal Year: 2017-2018

Official Agency

Name:	Mono County Health Department	Address:	437 Old Mammoth Rd, Suite Q PO Box 3329
Health Officer	Richard O. Johnson, MD		Mammoth Lakes, CA 93546

CMS Director (if applicable)

Name:	Jody Martin RN, BSN, PHN	Address:	437 Old Mammoth Rd, Suite Q PO Box 3329
Phone:	760-924-1841		Mammoth Lakes, CA 93546
Fax:	760-924-1831	E-Mail:	jmartin@mono.ca.gov

CCS Administrator

Name:	Jody Martin RN, BSN, PHN	Address:	437 Old Mammoth Rd, Suite Q PO Box 3329
Phone:	760-924-1841		Mammoth Lakes, CA 93546
Fax:	760-924-1831	E-Mail:	jmartin@mono.ca.gov

CHDP Director

Name:	Richard O. Johnson, MD	Address:	437 Old Mammoth Rd, Suite Q PO Box 3329
Phone:	760-924-1830		Mammoth Lakes, CA 93546
Fax:	760-924-1831	E-Mail:	rjohnson@mono.ca.gov

CHDP Deputy Director

Name:	Jody Martin RN, BSN, PHN	Address:	437 Old Mammoth Rd, Suite Q PO Box 3329
Phone:	760-924-1841		Mammoth Lakes, CA 93546
Fax:	760-924-1831	E-Mail:	jmartin@mono.ca.gov

Clerk of the Board of Supervisors or City Council

Name:	Shannon Kendall	Address:	PO Box 237
Phone:	760-932-5533		Bridgeport, CA 93517
Fax:	760-932-5531	E-Mail:	skendall@mono.ca.gov

Director of Social Services Agency

Name:	Kathy Peterson	PO Box 2969
Phone:	760.924.1763	Mammoth Lakes, CA 93546
Fax:	760.932-5287	E-Mail: kpeterson@mono.ca.gov

Chief Probation Officer

Name:	Karin Humiston	PO Box 596
Phone:	760-932-5572	Bridgeport, CA 93517
Fax:	760-932-5571	E-Mail: khumiston@mono.ca.gov

Certification Statement - California Children’s Services (CCS)

County/City: Mono Fiscal Year: 2017-2018

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children’s Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Signature of CCS Administrator

Date Signed

Signature of Director or Health Officer

Date Signed

Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson

Date

Certification Statement - Child Health and Disability Prevention (CHDP) Program

County/City: Mono Fiscal Year: 2017-2018

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Signature of CHDP Director

Date Signed

Signature of Director or Health Officer

Date Signed

Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson

Date

Agency Brief Narrative

As Mono County is an extremely rural county, specialist medical care requires out of county travel of at least 5 hours or more. Travel out of county can be very difficult at times of the year due to heavy snow fall, road closures, or travel restrictions. Very few specialists practice in Mono County, especially pediatric specialists. In addition to the three pediatricians, the only local clinic with pediatric specialists is the dental clinic.

Since many families are at or below the federal poverty level in Mono County, out of pocket payments and out of county travel have significant financial impact and often families are not able to follow through with the recommended specialist care as a result. For our out of town specialist referrals, families may not be able to take the needed days off from work or have the transportation and must coordinate with other family and friends to travel, thus adding to the delay in receiving care. We have also found that some specialists have more than a month long wait list and, finally, fewer and fewer local providers accept Managed Care Medi-Cal for payment.

The California Children's Services (CCS) program provides diagnosis and treatment services at Loma Linda University Medical Center; Lucille Packard; University of California at Davis; and Children's Hospitals of Orange County, Los Angeles, San Diego, and Central California for special needs children to age 21 in Mono County. The CCS program is mandated by the Welfare and Institutions Code and the California Code of Regulations (Title 22, Section 51013) to act as an "agent of Medi-Cal" for Medi-Cal beneficiaries with CCS medically eligible conditions. Services to children with CCS eligible medical conditions are 'carved out', which means that children receive treatment directly related to their CCS medical condition through the CCS program; primary care and other medical services are provided through their Medi-Cal Managed Care plan. The CCS administrator at Mono County Public Health Department coordinates medical eligibility through the California DHCS Systems of Care Division, Southern California Regional Office; provides case management services; and coordinates physical and occupational therapy with Mammoth Hospital and Mono County Office of Education.

A Medical Therapy Conference is held twice a year for children in Inyo and Mono Counties with neuromuscular, musculoskeletal, or muscular disabilities. Families and children consult with a pediatric orthopedic surgeon, pediatrician, registered dietician, physical and occupational therapists, an orthotist, and a durable medical equipment provider. The goal of the Medical Therapy Program is to assist each eligible child to obtain his or her maximum physical potential by evaluating needs for therapy, special equipment, or bracing.

Due to the small population size of Mono County, the structure of the Child Health and Disability Prevention (CHDP) program is the interface between two agencies: Mono County Public Health and Department of Social Services. In Mono County, the Health Department handles the administrative aspects of CHDP; the Department of Social Services educates and refers their clients to CHDP when appropriate; and Sierra Park Pediatric pediatricians are the providers. The CHDP Deputy Director works with the Medi-Cal eligibility program manager in Social Services as well as the physicians within the CHDP program. The CHDP Deputy Director meets quarterly with Managed Care Medi-Cal providers to facilitate case coordination with the medical referrals documented on the CHDP exam. Managed Care Medi-Cal providers in Mono County are California Health and Wellness and Anthem Blue Cross. The CHDP case worker handles the data input and vision, dental, and other pediatric specialty referrals.

The CHDP Deputy Director coordinates both Social Services and the CHDP providers for the most accurate and comprehensive care to the CHDP clients and their families. Reviews for audiology, vision screening, and anthropometric BMI training are completed by Sierra Park Pediatric nurses. In-services for Social Services eligibility workers consisted of a history of CHDP and the referral process. CHDP staff use the MEDS system to ensure the best collaboration with the Department of Social Services.

In order to best serve our CHDP clients and families, Public Health Department staff participate in the following taskforce coalitions: Breastfeeding, Nutrition and Physical Activity, Strengthening Families, Safe Kids, and Oral Health. The Oral Health Taskforce was reinstated in May 2009 and is comprised of numerous local agencies. The Oral Health Taskforce works to reduce the number of childhood caries and increase knowledge on oral health practices by providing prevention strategies throughout Mono County. Activities include: education; topical fluoride varnish; provision of dental health supplies for preschools and in-home day care providers, and "Miles of Smiles."

The Breastfeeding Taskforce was established in August 2010 and has developed a widely used Breastfeeding Resource Guide as well as partnered with local businesses to make our community more "breastfeeding friendly," including designated breastfeeding areas in various businesses.

The Nutrition and Physical Activity Taskforce Began in 2009 with such activities as Screen turnoff week, and "75210" simple steps to better health. Current school events and health fairs include activities such as "My Plate" SNAP-ED nutrition education in all Mono County elementary schools and a Food Day Celebration each October 24th.

Strengthening families Task Force created a resource guide based on the 5 Protective Factors, and worked with IMACA on resources for child care during crisis for families at risk for abuse. The four areas of special focus for this Task Force are: *Promotion of Personal Safety; Parent Education and Support; Parent Coaching; and Community Development.*

Safe Kids Task Force is made up of personnel throughout the county to explore Safety Measures for children and sponsors an annual Health and Safety Fair for families.

The Health Care Program for Children in Foster Care is housed at the Public Health Department with collaboration between the Health Department and Department of Social Services for case management purposes. The Foster Care Nurse works with CPS and Probation during out-of-home placement of children 0-18 and those young adults who are part of AB 12 (California Fostering Connections to Success Act) to ensure that developmental, medical, dental and mental health needs are met. As required, all medical information obtained by the Foster Care Nurse is then entered into CWS/CMS by Child Welfare Services for documentation purposes.

The Foster Care Nurse participates in CPS visits, multidisciplinary team conferences with the Department of Social Services, and 'Wraparound Services.' The latter is a family-centered process which focuses on the needs of the family and child who has been or is at risk of out of home placement. The desired outcome is for more children to be able to remain with their families or relatives in the community.

CHILDREN'S MEDICAL SERVICES PLAN

MONO COUNTY

INCUMBENT LISTS

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services

Incumbent List - California Children's Services

For FY 2017-2018, complete the table below for all personnel listed in the CCS budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Mono County Children's Medical Services Plan and Fiscal Guidelines 2017-2018

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

Identify Nurse Liaison positions using: **MCMC** for Medi-Cal Managed Care; **IHO** for In-Home Operations, and; **RC** for Regional Center.

County/City: Mono

Fiscal Year: 2017-2018

Job Title	Incumbent Name	FTE % on CCS Admin Budget	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
CCS Administrator	Jody Martin	.05	No	No
CCS Case Manager	Jody Martin	.60	No	No
MTP Liaison	Jody Martin	.03	No	No
CCS Coordinator	Olivia Wilson	.67	No	No
Clerical/Interpreter	Nancy Cruz-Garcia	.03	No	No
Clerical/Interpreter	Maria Gonzalez	.03	No	No
CMS Fiscal Agent	Kimberly Bunn	.10	No	No
Public Health Director	Sandra Pearce	.03	No	No
Director of Public Health Nursing	Sandra Pearce	.03	No	No

Incumbent List - Child Health and Disability Prevention Program

For FY 2017-2018, complete the table below for all personnel listed in the CHDP budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: Mono

Fiscal Year: 2017-2018

Job Title	Incumbent Name	FTE % on CHDP No County/City Match Budget	FTE % on CHDP County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed ? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
CHDP Director	Dr. Richard Johnson	.01	-	.99 other	No	No
CHDP Deputy Director	Jody Martin	.08	-	.65 CCS .03 MTP .055 HCPCFC .045 Foster Care .06 Other	No	No
CHDP Case Manager	Jody Martin	.08	-	.65 CCS .03 MTP .055 HCPCFC .045 Foster Care .06 Other	No	No
CHDP Coordinator	Olivia Wilson	.21	-	.67 CCS .12 Other	No	No
Clerical/Interpreter	Nancy Cruz-Garcia	.01	-	.03 CCS .96 Other	No	No
Clerical/Interpreter	Maria Gonzalez	.01	-	.03 CCS .96 Other	No	No

Mono County Children's Medical Services Plan and Fiscal Guidelines 2017-2018

County/City: **Mono**

Fiscal Year: **2017-2018**

Job Title	Incumbent Name	FTE % on CHDP No County/City Match Budget	FTE % on CHDP County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed ? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
CMS Fiscal Agent	Kimberly Bunn	.03	-	.10 CCS .87 Other	No	No
Public Health Director	Sandra Pearce	.02	-	.03 CCS .95 Other	No	No
Director of Public Health Nursing	Sandra Pearce	.01	-	.03 CCS .02 HCPCFC .94 Other	No	No

Incumbent List - Health Care Program for Children in Foster Care

For FY 2016-17 complete the table below for all personnel listed in the HCPCFC and CHDP Foster Care Administrative (County/City) budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: Mono

**Fiscal Year:
2017-2018**

Job Title	Incumbent Name	FTE % on HCPCFC Budget	FTE % on FC Admin County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Foster Care PHN	Jody Martin	.055	.045	.16 CHDP .65 CCS .03 MTP .06 Other	No	No
Director of Nursing	Sandra Pearce	.02	-	.01 CHDP .03 CCS .94 Other	No	No

CMS PLAN
MONO COUNTY
DUTY
STATEMENTS
FISCAL YEAR
2017-2018

**COUNTY OF MONO
CCS PROGRAM**

CCS ADMINISTRATOR– DUTY STATEMENT

(HEALTH PROGRAM MANAGER)

Jody Martin .05 CCS

The public health nurse administers the CCS program in the local dependent county. The public health nurse has direct contact with the family, acting as an advocate in obtaining the appropriate health services and as a liaison between the medical provider, the community, and the regional office that provides the administrative component of the program.

- 5% Prepare and submit the annual CCS administrative plan and budget including required documents and reports.
- 5% Provide consultation and technical assistance for program administration. Assess and evaluate CCS program on a continuing basis. Assess, plan for and develop any needed CCS specialty clinics.
- 5% Recruit CCS providers, including the paneling process and orientation to CCS, and support to maintain ongoing provider commitment to CCS.
- 10% Supervise CCS staff in case management and in the maintenance of the CCS program, assuring program compliance, including performance evaluations and scheduling.
- 5% Provide training and orientation to new CCS staff. Provide outreach and education to providers about CCS program and paneling opportunities.
- 3% Supervise local CCS activities and referrals in coordination with SCRO.
- 2% Attend interagency and community meetings to enhance and integrate CCS services into the community.

**COUNTY OF MONO
CCS PROGRAM**

CCS CASE MANAGER – DUTY STATEMENT

(HEALTH PROGRAM MANAGER)

Jody Martin .60 CCS

The public health nurse administers the CCS program in the local dependent county. The public health nurse has direct contact with the family, acting as an advocate in obtaining the appropriate health services and as a liaison between the medical provider, the community, and the regional office that provides the administrative component of the program.

- 5% Identify children with potential CCS medically eligible conditions and assists with the referral/application process.
- 10% Act as liaison between the family, medical provider, community and the Southern California Regional Office through a case management plan developed with the family.
- 3% Participate in conferences on behalf of CCS clients as necessary to coordinate service needs and program benefits.
- 15% Using skilled professional nursing expertise, review CCS medical reports to coordinate appropriate action with regional office.
- 5% Coordinate client care by referring to other appropriate agencies. Coordinate client care between specialty CCS clinics and providers.
- 5% Attend training programs provided by CCS to stay current with policy/procedure and case management.
- 2% Direct clerical staff in correspondence to families, providers and the regional office.

**COUNTY OF MONO
CCS PROGRAM**

MTP LIAISON – DUTY STATEMENT

(HEALTH PROGRAM MANAGER)

Jody Martin .03 CCS

The public health nurse administers the CCS program in the local dependent county. The public health nurse has direct contact with the family, acting as an advocate in obtaining the appropriate health services and as a liaison between the medical provider, the community, and the regional office that provides the administrative component of the program.

Administration:

- 5% Act as Medical Therapy Program (MTP) liaison to the Local Education Agency (LEA) to coordinate activities with special education. Participate in interagency meetings for planning, coordination of client care, and training.
- 5% Assist in the maintenance of an IAA with MCOE.
- 5% Coordinate the biannual MTCs for CCS clients. Direct clerical assistance for MTP liaison and MTC activities.

Case Management:

- 5% Attend IEP and IFSP meetings for MTP clients when requested by the parent or LEA to coordinate client care, or supervise designee.
- 2% Attend training and updates for CCS-MTP liaison activities.
- 3% Coordinate client care and follow-up services from the MTC.

**COUNTY OF MONO
CCS PROGRAM**

CCS COORDINATOR - DUTY STATEMENT

(Community Health Outreach Specialist)

Olivia Moreno .67 CCS

This is a non-professional position under the direct supervision of the CCS Administrator that assists with various components and client case management of the CCS program. State CMS refers to this county position as a Case Management/Program Eligibility Technician. This position includes but is not limited to identification of potential medically eligible children, assistance in case management including the application process, insurance coverage, financial/residential eligibility, maintenance of records and program timelines. It also assists with coordination of clinics, outreach and health education promotion, reporting and administrative assistance, and translation.

PROGRAM ELIGIBILITY

- 10% Receive and process CCS referrals. Utilize CMSNet for client data and communication with regional office. Obtain necessary medical documentation from family/provider to ensure a completed CCS referral as required by the program. Give to skilled nursing staff for review. Provide correspondence to the family and providers regarding client eligibility.
- 15% Determine financial and residential CCS eligibility through MEDS, EDS, and interviews of the applicant and family. Do annual CCS financial and residential eligibility re-determinations.
- 5% Communicate effectively with Medi-Cal eligibility as needed. Help family problem-solve with Medi-Cal when needed. Must have a working knowledge of EDS and MEDS system.

CASE MANAGEMENT

- 15% Work closely with and under the direction of the local nurse case manager and regional office to provide case management activities for the client/family, obtain medical reports, request and monitor authorizations, coordinate appointments with CCS providers, keep records, and monitor CMSNet updates.

Mono County Children's Medical Services Plan and Fiscal Guidelines 2017-2018

- 2% Maintain a tracking system to ensure a timely response to the family and compliance with CCS case management timelines. Process case closures when applicable. Send county CCS Notice of Action letters.
- 3% Identify barriers to client services, including family's need for transportation, food and lodging assistance; need for interpreter. Refer family for assistance.
- 5% Assist with interpretation for CCS case management work with Spanish-speaking families. Some of this may be strictly translation and some may be independent case management in Spanish as directed by the PHN.
- 10% Refer to Medi-Cal and other services if potentially eligible.
- 5% Assist in coordination of specialty CCS clinics, i.e. MTC. Assist in preparation, scheduling, collection of medical documents and reports, authorizations for clinics and IEP.

PROVIDER SUPPORT

- 5% Assist with CCS orientation and trainings to providers, and ongoing staff education.
- 10% Respond to inquiries by clients and providers regarding program difficulties (billing, missing authorizations, scheduling appointments) and help to problem-solve.
- 3% Participate in required training by county/state including CCS program and case management, including MEDS, CMSNet and EDSNet training.
- 2% Monitor and verify CCS claims on monthly expenditure reports. Follow-up if claim problems noted for specific providers.

ADMINISTRATIVE SUPPORT

- 10% Maintain CCS databases and do data entry for case management, analysis and reporting. Assist in preparation of annual CMS plan. Prepare required census reports; prepare quarterly reports for state and budget requirements.

**COUNTY OF MONO
CCS PROGRAM**

CLERICAL/INTERPRETER—DUTY STATEMENT

(Fiscal and Technical Specialist, WNA)

Maria Gonzalez, Nancy Cruz-Garcia FTE .08 CMS (CCS, CHDP)

- 10% Word processing of documents and correspondence as directed by CCS administrator. Develop meeting notices, etc. for distribution.
- 5% Provide CCS general support services by ordering CCS supplies.
- 10% Translation for case manager.
- 20% Respond to inquiries of clients and providers regarding program and help to problem-solve under direction of CCS administrator.
- 30% Receive by fax CCS referrals and medical reports and forward to case manager for processing.
- 20% Refer children to CHDP, EPSDT services or other services if appropriate.
- 5% Assist in organization and set-up of specialty CCS clinic, MTC.

**COUNTY OF MONO
CHILDREN'S MEDICAL SERVICES**

CMS FISCAL AGENT – DUTY STATEMENT

(Public Health Fiscal and Administrative Officer)

Kimberly Bunn .13 CMS (CCS, CHDP)

The Children's Medical Services Program fiscal agent performs all fiscal duties in support of the CMS program. The duties include but are not limited to:

1. Preparation of budget and any budget revisions.
2. Prepare materials necessary for submission to the Board of Supervisors for approval.
3. Prepares invoices.
4. Processes all invoices for payment through the Auditor's office.
5. Oversees the data entry of time studies.
6. Deposits all receipts in appropriate accounts.
7. Maintains inventory of program equipment.
8. Prepares fiscal information for periodic reports.
9. Other duties as required.

**COUNTY OF MONO
CCS PROGRAM**

PUBLIC HEALTH DIRECTOR – DUTY STATEMENT

Sandra Pearce PHN .05 CMS (CCS, CHDP)

The public health director supervises all Public Health staff in the local county, including supervision of the CMS and HCPCFC programs. The director is responsible for planning, organizing and directing the activities of all county-wide public health programs.

Oversee the planning, organization, and coordination of the Public Health Division in the local county.

Supervise, train, assign and evaluate staff including new employee orientation.

Plan, develop, justify and manage a program budget according to division and funding source requirements; maintain budgetary control.

Ascertain program needs and lead staff in setting vision, goals, and objectives.

Coordinate ongoing emergency response activities with other county departments.

Serve as a resource and technical consultant, and explains the health department role and policies, laws, and regulations in assigned area to officials, groups and individuals.

Develop, write and implement grant proposals.

**COUNTY OF MONO
CCS PROGRAM**

DIRECTOR OF PUBLIC HEALTH NURSING – DUTY STATEMENT

Sandra Pearce PHN .06 CMS (CCS, CHDP, HCPCFC)

The Director of Public Health Nursing (DPHN) supervises all nursing staff in the local county, including supervision of the CMS and HCPCFC programs. The DPHN is responsible for planning, organizing and directing the activities of all county-wide public health nursing programs.

Oversee the planning, organization, and coordination of CMS and HCPCFC programs in the local county.

Supervise, train, assign and evaluate staff including new employee orientation.

Plan, develop, justify and manage a program budget according to division and funding source requirements; maintain budgetary control.

Ascertain program needs and leads staff in setting vision, goals, and objectives.

Coordinate ongoing emergency response activities with other county departments.

Serve as a resource and technical consultant, and explains the health department role and policies, laws, and regulations in assigned area to officials, groups and individuals.

Develop, write and implement grant proposals.

**COUNTY OF MONO
CHDP PROGRAM**

CHDP DIRECTOR – DUTY STATEMENT

(COUNTY HEALTH OFFICER)

Richard O. Johnson MD .01 CHDP

The County Health Officer is to direct the enforcement of Federal, State, and local health laws and relations and has responsibility for planning and providing direction to the County as a professional medical consultant. The health officer also fulfills the CHDP Director position for the CHDP program in the local county.

- 5% CHDP Director – help plan and evaluate the CHDP Gateway program and its interaction within the community and other organizations/agencies involved in the delivery of health services to the target population. Provide consultation and medical direction for local CHDP Deputy Director, other health professional and ancillary staff in CHDP program
- NA Uphold local health orders, ordinances, and regulations prescribed by the State Department of Services and State statutes relating to public health.
- NA Assesses community health status and reports on the health status of the community using multiple epidemiologic, survey and statistical methods.
- NA Must legally respond to public health emergencies and develop an integration plan for Health Department staff into the County Disaster Management Team.
- NA Plans, develops, approves, and implements medical protocols and procedures for Public Health programs and services, for Sheriff emergency services and for jail inmate screening and sick calls.
- NA Acts in an advisory and public relations capacity on the administration of Federal, State and County medical care programs
- NA Provides medical consultation and health information to the public, community and county staff, health providers, and may offer Public Health education.

**COUNTY OF MONO
CHDP PROGRAM**

CHDP DEPUTY DIRECTOR – DUTY STATEMENT

(HEALTH PROGRAM MANAGER)

Jody Martin PHN .08 CHDP

The public health nurse administers the CHDP program in the local county. This position includes but is not limited to deputy director duties and administration of program policies and procedures, data analysis and program planning, supervision of case management, provider enrollment/disenrollment, and supervision of health professional and ancillary staff activities.

PROVIDER ORIENTATION AND TRAINING

- 5% Provider Recruitment – outreach and recruitment for CHDP providers.
- 15% Provider Orientation and Education – orient providers to CHDP PM 160 health assessments, utilization of program, staff training and technical assistance.
- 5% Provider Audits –review medical records (PM 160, etc) for documentation of services, identify training needs and provide medical/technical assistance.
- 5% Medical Quality Assurance – review qualifications and standards with CHDP providers and compliance with the CHDP Provider Manual.

LIAISON ACTIVITIES

- 3% Regional Meetings – share local county health issues, methodology and implementation of the CHDP Program, and outreach efforts to the target population.
- 15% Community/Interagency Liaison – coordinate CHDP activities with Welfare (Child Protective Services, Foster Care, Medi-Cal and AFDC), IZ, WIC, CCS, Head Start, Department of Education, including defining health needs of the children of mutual concern and sharing problems and solutions the delivery of services.
- 20% Administration and Supervision: provide data for documentation required by the county and state, including time studies, input on budgets, claims, and the supervision and training of the local CHDP staff. Administrative duties including staff performance evaluations and staff scheduling.

CARE COORDINATION

- 5% Supervision of CHDP staff for PM 160 case management to ensure the completion of any referrals for diagnosis and treatment.
- 10% Supervision of local CMS health professional and ancillary staff in CHDP program activities of informing and linking children/families to services and accessing health care. This also includes identifying potential clients, and supporting the application process for Medi-Cal Insurance by clients.
- 5% HCPCFC – supervise the HCPCFC program and case management for foster care children with CWS/Probation.

INFORMING/LINKING ACTIVITIES

- 5% Education Materials – identify and evaluate existing sources of education materials for their appropriateness and local use; consult with providers regarding materials most appropriate for clients; utilize with training and orientation of providers.
- 5% Promote outreach within the community, linking the target population to CHDP services and providers.

**COUNTY OF MONO
CHDP PROGRAM**

CHDP CASE MANAGER—DUTY STATEMENT

(HEALTH PROGRAM MANAGER)

Jody Martin PHN .08 CHDP

Under the direction of the CHDP Deputy Director, the public health nurse provides skilled medical expertise for the CHDP Gateway program in the local county. The public health nurse has direct contact with the family, acting as an advocate in obtaining the appropriate health services, case management and liaison between the medical provider, community, and the state offices. This position also includes provider education and support.

PROVIDER SUPPORT

- 15% Assist in orienting providers to CHDP enrollment, PM 160 health assessments, and provide ongoing staff training and technical assistance.
- 5% Provide ongoing consultation and technical assistance to CHDP providers.

LIAISON and LINKING/INFORMING

- 5% Promote outreach for CHDP within the community. Oversee local CHDP program activities informing and linking the target population to services and accessing health care.
- 5% Attend interagency and community meetings to enhance and integrate CHDP services into the community. Act as liaison for CHDP program, providing direction and support to providers, social services, other health department programs (WIC, MCH, IZ etc) and state regional office.
- 5% Attend state trainings for CHDP to keep current on policy/procedure and changes.
- 5% Identify and evaluate existing resources of CHDP educational and outreach materials for their appropriateness and local use; consult with providers regarding materials most appropriate for clients; utilize with training and orientation of providers.
- 10% Identify potential CHDP clients, and support the application process for Medi-Cal Insurance by clients. Work closely with social services and eligibility workers.

CASE MANAGEMENT

- 5% Identify children with potential need of CHDP exams and assist with the referral/application process.
- 20% Case management and care coordination of CHDP PM 160s to ensure the completion of any referrals for diagnosis and treatment.
- 10% Maintain case data documentation, and formulate necessary state and local reports as directed.

HEALTH EDUCATION

- 5% Collaborate with WIC clinics and other community events to provide health education and outreach to target population regarding CHDP services.
- 10% Provide community health education on various health topics such as Lead Poisoning, Anemia, Early Childhood Caries (ECC), and other health topics.

COUNTY OF MONO
CHDP PROGRAM

CHDP COORDINATOR - DUTY STATEMENT

(CHOS – Community Health Outreach Specialist)

Olivia Wilson .21 CHDP

This is a non-professional position under the direct supervision of the CHDP Deputy Director that assists with various CHDP program components and client case management. This position includes but is not limited to assistance in case management including application process, insurance coverage, referrals and diagnosis/treatment follow-up, maintenance of records and data base. It also assists with outreach and education, reporting and administrative assistance, and translation as needed.

LINKING/INFORMING

- 5% Follow-up on CHDP PM357s from Social Services and maintain record of informed eligible clients. Contact families requesting more information about CHDP, provide transportation and scheduling assistance, and complete documentation in database.
- 5% Communicate effectively with Medi-Cal system for eligibility as needed. Help family problem-solve with Medi-Cal when needed. Must have a working knowledge of EDS and MEDS system.
- 3% Assist in CHDP program outreach and education to families, providers, agencies and in the community.
- 2% Refer children to CCS, EPSDT Services, or other services if potentially eligible.
- 10% Assist the family with the joint application for Medi-Cal Insurance when appropriate for CHDP to access future health care.

CARE COORDINATION

- 10% Assist with CHDP PM 160 referrals for further diagnosis/treatment and provide case management under the direction of a skilled nurse.
- 10% Determine financial and residential CHDP eligibility through MEDS, EDS, or family interviews for diagnosis/treatment referrals.

Mono County Children's Medical Services Plan and Fiscal Guidelines 2017-2018

- 2% Maintain a tracking system to ensure a timely response to the family and compliance with PM 357 and PM 160 case management timelines.
- 3% Identify barriers to client services, including family's need for transportation and/or interpreter services. Refer family for assistance.
- 5% Assist with interpretation for CHDP case management work with Spanish-speaking families. Some of this may be strictly translation and some may be independent case management in Spanish as directed by the PHN.

PROVIDER ORIENTATION AND TRAINING

- 5% Assist with CHDP orientation and training to providers.
- 5% Respond to inquiries by clients and providers regarding program difficulties (billing, missing authorizations, scheduling appointments) and help to problem-solve.
- 5% Participate in required training by county/state including program and case management, MEDS and EDS Net for provider support.
- 2% Monitor CHDP provider claims on monthly expenditure reports. Follow-up if claim problems noted for specific providers.
- 3% Distribution of CHDP Provider Information Notices, Provider list and state approved brochures to the County Department of Social Services, and information to individuals as directed by the CHDP Deputy Director.

ADMINISTRATIVE SUPPORT

- 15% Receive necessary medical documentation from provider to ensure a complete CHDP PM 160 exam and/or referral as required by the program. Enter into database and give to skilled nursing staff for review.
- 10% Maintain CHDP databases and data entry for case management, analysis and reporting. Assist in preparation of annual CMS plan. Prepare required census reports; prepare quarterly reports for state and budget requirements.

Health Care Program for Children in Foster Care (HPCFC)

FOSTER CARE PHN—DUTY STATEMENT

(HEALTH PROGRAM MANAGER)

Jody Martin PHN .055 HPCFC, .045 Foster Care

This is a skilled nursing position under the direct supervision of the CHDP Deputy Director to assist with medical case management of children placed in foster care. The nurse works closely with Child Welfare Services (CWS) and Probation during out-of-home placement of children 0-18 years old, and those placed in extended Foster Care through AB12, following the Mono County HPCFC MOU and SOW.

Duties:

CASE MANAGEMENT

- 25% Obtain health information (PM 160s, IZ records, exam reports) for children placed in foster care through CWS or Probation.
- 25% Provide current information to CWS to update health history, health information, and needs in Health Passport for each foster child.
- 10% Provide training and education for professionals and para-professionals in agencies, including court system, to increase awareness and interest in health needs for foster children and coordination of care.
- 10% Provide training and education to SCP regarding special health needs, health care and services desired for the foster child. Provide health recommendations to the child's biological parents upon reunification or to the foster child upon emancipation, including health providers and resources.
- 10% Assist social workers in developing the required court plans, for inclusion of health needs if appropriate. Collaborate in preparation of the written plan (usually every 6 months).
- 10% Collaborate with in-county and out-of-county CHDP providers and CHDP staff to identify adequate of providers to see foster care children.
- 10% Maintain a tracking system to follow health care for the foster child in placement, and follow up on changes in the health status. Collaborate with the social worker or probation officer.

CHILDREN'S MEDICAL SERVICES PLAN

PERFORMANCE MEASURES

FISCAL YEAR
2017-2018

CHDP Performance Measure 1 - Care Coordination

The degree to which the local CHDP program provides effective care coordination to CHDP eligible children.

Definition: CHDP health assessments may reveal condition(s) requiring follow-up care for diagnosis and treatment. Effective CHDP care coordination is measured by determining the percentage of health condition(s), coded 4 or 5, where follow-up care is initiated¹ within 120 days of local program receipt of the PM 160.

Numerator: Number of conditions, coded 4 or 5, where the follow-up care was initiated within 120 days of receipt of the PM 160.

Denominator: Total number of conditions, coded 4 or 5, on a PM 160, excluding children lost to contact.

Data Source: Local program tracking system.

Reporting Form:

Element	Number of conditions coded 4 or 5 where follow-up care was initiated (Numerator)	Total number of conditions coded 4 or 5, excluding children lost to contact (Denominator)	Percent (%) of conditions where follow-up care was initiated within 120 days
Conditions found on children eligible for Medi-Cal that required follow-up care	17	18	94%
Conditions found on children eligible for State-funded CHDP services only (Aid code 8Y) that required follow-up care	0	0	N/A

¹ Centers for Medicare and Medicaid Services, Publication #45, the State Medicaid Manual, Chapter 5 EPSDT, Section 5310 A <http://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Paper-Based-Manuals-Items/CMS021927.html>

CHDP Performance Measure 2 - New Provider Orientation

The percentage of new CHDP providers with evidence of quality improvement monitoring by the local CHDP program through a New Provider Orientation.

Definition: The number of new CHDP providers (i.e., M.D., D.O., N.P., P.A.) added within the past fiscal year who were oriented by the local program staff.

Numerator: The number of new CHDP providers who completed an orientation within the past fiscal year.

Denominator: The number of new CHDP providers in the county or city (local program) added within the past fiscal year.

Data Source: Local program tracking system.

Reporting Form:

Number of New Providers who Completed Orientation (Numerator)	0
Number of New Providers (Denominator)	0
Percent (%) of New Providers Oriented	N/A

CHDP Performance Measure 3 - Provider Site Recertification

The percentage of CHDP provider sites (excludes newly enrolled providers) who have completed recertification within the past fiscal year. Provider site visits may occur for other reasons. These can be documented for workload activities. The purpose of this performance measure is to ensure that all providers are recertified at least once every three (3) years. This performance measure is a benchmark to ensure that providers are recertified using the Facility and Medical Review Tools. These tools ensure that providers maintain CHDP standards for health assessments.

Definition: An office visit which includes a medical record review and a facility review or Critical Element Review with a Managed Care Plan.

Numerator: The number of CHDP provider sites who have completed the Recertification within the past fiscal year using the facility review tool and medical record review tool.

Denominator: The number of active CHDP provider sites in the county/city due for recertification within the fiscal year.

Data Source: Local program tracking system.

Reporting Form:

Number of Completed Site Recertifications (Numerator)	1
Number of Active CHDP Provider Sites Due for Recertification (Denominator)	1
Percent (%) with Completed Recertifications	100%

Optional Workload Data Tracking Form:

(Other reasons for a provider site visit by local program. This identifies workload.)

Other reasons for provider site visits:	Number of Visits
1. Provider change in location or practice	0
2. Problem resolution such as, but not limited to, billing issues, parental complaints, facility review and/or other issues. ²	0
3. Medical record review.	0

4. Office visits for CHDP updates or in-service activities	0
5. Other Please Specify:	0

CHDP Performance Measure 4 - Desktop Review: Dental, Lead

Within the past fiscal year, identify the percentage of PM 160s with documentation indicating compliance with the CHDP Periodicity Schedule and Health Assessment Guidelines. Local programs may choose to evaluate the same provider sites over the 5-year Performance Measure cycle, or select different provider sites each year.

Definition: A targeted desktop review for three high volume providers within the county/city by determining the percent of PM 160s that have documentation for:

- Referral to a dentist at 1 year exam (12-14 months of age)
- Lead testing or a referral for the test at 1 year exam (12-14 months of age)

Numerator: The number of PM 160 elements recorded correctly per selected providers for the specific ages.

Denominator: The total number of PM 160s reviewed per selected providers for the specific ages.

Data Source: Local program tracking system.

Reporting Form:

	Dental Referral			Lead Test or a Referral		
	Number of PM 160s w/ Dental	Total PM 160s		Number of PM160s w/ Lead Screening or Referral	Total PM 160s	
Sierra	21	25	84%	25	25	100%

CHDP Performance Measure 5 – Desktop Review: BMI

Within the past fiscal year, identify the percentage of PM 160s with documentation indicating compliance with the CHDP Periodicity Schedule and Health Assessment Guidelines. Local programs may choose to evaluate the same provider sites over the five-year Performance Measure cycle, or select different provider sites each year.

Definition: A targeted desktop review for three (3) high volume providers within the county/city by determining the percent of PM 160s that have documentation for:

- Body Mass Index (BMI) Percentile for ages two (2) years and over.
- If BMI Percentile is abnormal, the description of weight status category³ and/or a related diagnosis are listed in the Comments Section.

BMI percentile	Weight status category
< 5 th %ile	Underweight
85 th - 94 th %ile	Overweight
95 th - 98 th %ile	Obese
≥ 99 th %ile	Obesity (<i>severe</i>)

Numerator: The number of PM 160s BMI-related elements correctly documented for ages two (2) years and over.

Denominator: The total number of PM 160s reviewed per selected providers for ages two (2) years and over.

Data Source: Local program tracking system.

³ **CHDP Provider Information Notice No.: 07-13:** Childhood Obesity Implementation Guide from the Expert Committee Recommendations on the Assessment, Prevention and Treatment of Child and Adolescent Overweight and Obesity- 2007.
<http://www.dhcs.ca.gov/services/chdp/Documents/Letters/chdppin0713.pdf>

Reporting Form for Performance Measure 5 – Desktop Review: BMI

Reporting Form for Performance Measure 5 – Desktop Review: BMI

Provider	BMI percentile recorded on PM 160s for children ages 2 (two) and older			If BMI percentile is < 5 %, 85 - 94 %, or ≥ 95 %, abnormal weight status category and/or related diagnosis listed in		
	Number of PM 160s with BMI %ile	Number of PM 160s		Number of PM 160s with abnormal weight status category/ diagnosis	Number of PM 160s with abnormal weight status reviewed for, diagnosis	
Sierra Pk	48	50	96%	21	5	24%

CHDP Performance Measure 6 - County/City Use of Childhood Obesity Data

1. Childhood obesity data shared with CHDP Providers to inform about overweight and obesity prevalence rates: <i>(If yes, underline all that apply)</i>	YES	NO
Presentations, in-services, trainings---SNAP-ED	x	
Newsletters, media outreach----Counseling by Sierra park Pediatrics	x	
Provide educational and resource materials related to healthy eating/active living Food Day activities	x	
2. Childhood obesity data shared to support local assistance grants and implementation of multi-sector policy strategies to create healthy eating and active living community environments (Goal 3, California Obesity Prevention Plan 2010): <i>(If yes, underline all that apply)</i>		
Academic: Universities, Academic Institutions, Educators and Researchers Other <i>(Please specify):</i>		
Community Coalitions/Committees: Health Advisory Committee, Health Collaboratives/Coalitions Other <i>(Please specify):</i> Nutrition and Physical Activity Task Force	x	
Community Planning: City Planners, County Land Use Staff, Built Environmental Groups Other <i>(Please specify):</i>		
Community Programs: Faith-based Groups. YMCA/YWCA, After School programs, Parks and Recreation programs, Child Care, University Cooperative Extension Other <i>(Please specify):</i>		
Health Care: Managed Care Health Plans and Insurers, Hospitals, CCS Program/Special Care Centers, Medical Provider Groups, Medical Societies, Health Associations Other <i>(Please specify):</i> Data provided to First 5	x	
Policy Makers: County Board of Supervisors, City Councils, Community Planners, Legislators Other <i>(Please specify):</i> Food Day Celebration Support		
Projects or Funding Entities: First Five Commission, Public and Private Foundations/Endowments/Grants Other <i>(Please specify):</i>	x	

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<p>Public Health Programs: WIC, Foster Care, MCAH, Nutrition Network Funded Projects, Health Officers, Epidemiologists, Program Directors</p> <p>Other (<i>Please specify</i>): Health and Safety Fair Booth Spring 2015 with “75210”</p> <p>“7” Eat a Healthy Breakfast 7 days a week</p> <p>“5” Eat 5 fruits and vegetables every day</p> <p>“2” Only 2 hours of screen time per day</p> <p>“1” One hour of physical activity each day</p> <p>“0” No sugar-sweetened beverages</p>	<p>x</p>	
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HPCFC Performance Measure 1 - Care Coordination

The degree to which the local HPCFC provides effective care coordination to CHDP eligible children.

Definition: CHDP health assessments may reveal condition(s) requiring follow-up care for diagnosis and treatment. Effective HPCFC care coordination is measured by determining the percentage of health condition(s) coded 4 or 5 where follow-up care is initiated within 120 days of local program receipt of the PM 160.

Numerator: Number of conditions coded 4 or 5 where the follow up care was initiated within 120 days of receipt of the PM 160.

Denominator: Total number of conditions coded 4 or 5 on a PM 160, excluding children lost to contact.

Reporting Form:

Number of conditions coded 4 or 5 where the follow-up care was initiated within 120 days of receipt of the PM 160. (Numerator)	6
Total number of conditions coded 4 or 5 on a PM 160, excluding cases lost to no contact. (Denominator)	6
Percent of conditions coded 4 or 5 where the client received follow-up care within 120 days of receipt of the PM 160.	100%

Data Source: Child Welfare Services Case Management System (CWS/CMS), and county specific data for Probation Department

HCPCFC Performance Measure 2 - Health and Dental Exams for Children in Out-of-Home Placement

The degree to which the local HCPCFC program ensures access to health and dental care services for eligible children according to the CHDP periodicity schedule.

Definition: This measure is based on characteristics that demonstrate the degree to which the PHN in the HCPCFC facilitates access to health and dental services as evidenced by documentation of a health and dental exam in the Health Education Passport.

Numerator 1: Number of children in out-of-home placement with a preventive health exam, according to the CHDP periodicity schedule documented in the Health and Education Passport, and

Numerator 2: Number of children in out-of-home placement with a preventive dental exam, according to the CHDP dental periodicity schedule documented in the Health and Education Passport.

Denominator: Number of children in out-of-home placement during the previous fiscal year supervised by Child Welfare Services or Probation Department.

Reporting Form:

Element	Number of Children With Exams (Numerator)	Number of Children (Denominator)	Percent of Children with Exams
Number of children in out-of-home placement with a preventive health exam according to the CHDP periodicity schedule documented in the Health and Education Passport. (Numerator)	7	7	100%
Number of children in out-of-home placement with a preventive dental exam according to the CHDP dental periodicity schedule documented in the Health and Education Passport.	7	7	100%

Data Source/Issue: Child Welfare Services Case Management System (CWS/CMS), and county specific data for Probation Department.

CMS Plan 2017-2018 Fiscal Year Performance Measure Narrative

CHDP Performance Measure 1 – Care Coordination

The local tracking system utilized for this performance measure is a manual review of all PM 160s marked 4 or 5 for the fiscal year 2016-2017.

As Mono County is an extremely rural county, specialty care most often requires out of county travel of at least 5 hours. Travel out of county can be very difficult at times of the year due to heavy snow fall, road closures, or travel restrictions. Very few specialists practice in Mono County, especially pediatric specialists. We are working with Managed Care Medi-Cal to re-recruit specialists in Inyo County for optometry. Currently there is an ophthalmologist in Inyo County as well as an optometry provider in South Lake Tahoe that accept Medi-Cal. Dental care is provided through Sierra Park Family Dental locally. Children with all other referrals must travel out of the area, often to Los Angeles, Sacramento, Loma Linda, or Orange County.

As many families are at or below the federal poverty level in Mono County, out of county travel and taking time away from job responsibilities have significant financial impact and often families are not able to follow through with the recommended medical care within the 120 day goal of CHDP. Both Managed Care Medi-Cal providers are now able to assist families with transportation to appointments using LogisiCare. We have also found that some specialists have more than a month long wait list that has caused a delay in receiving care.

The Deputy Director is communicating with Managed Care Medi-Cal representatives, Anthem Blue Cross and California Health and Wellness, through quarterly meetings.

CHDP Performance Measure 2 – New Provider Orientation

There were no new CHDP providers in Mono County for the fiscal year 2016-2017.

CHDP Performance Measure 3 – Provider Recertification

Recertification, due every three years, at Sierra Park Pediatrics was due and accomplished in September, 2017.

CHDP Performance Measure 4 – Desktop Review

The local tracking system utilized for this performance measure is a randomly chosen manual review of PM 160s.

HCPCFC Performance Measure 1 – Care Coordination

The local tracking system used to gather the data for this performance measure is chart review and review of Health and Education Passports.

HCPCFC Performance Measure 2 – Health and Dental Exams for Children in Out-of-Home Placement

The local tracking system used to gather the data for this performance measure is a chart review and review of Health and Education Passport.

CCS Performance Measures

The degree to which local CCS programs provide effective utilization review and management to eligible CCS children; the local programs will evaluate and rate **each** of the five (5) components as individual indicators of program effectiveness.

The five components for review are:

1. Medical Home
2. Determination of CCS Eligibility
3. Special Care Center
4. Transition Planning
5. Family Participation

CCS Performance Measure 1 – Medical Home

Children enrolled in the CCS Program will have documented Medical homes/primary care providers. The goal is to have 100% compliance.

Definition: Children in the CCS program will have a designated primary care physician and/or a physician who provides a medical home.

Numerator: The total number of children with a completed field with identification of a primary care physician and/or a physician that provides a medical home.

Denominator: The total number of children in the local CCS county program.

Data Source: Sample of 100 charts or 10% of caseload if caseload under 1,000.

Reporting Form:

Number of children with a primary care physician/ Medical Home (Numerator)	Number of children in the local CCS program (Denominator)	Percentage of compliance
44	87	51%**

** Mono County plans to contact all CCS families and inquire about their current medical home and update their records.

* Note: If county percentage of compliance is under 80%, counties need to submit with the annual report a plan for how they will work to improve this result.

CCS Performance Measure 2 – Determination of CCS Program Eligibility

Children referred to CCS have their program eligibility determined within the prescribed guidelines per Title 22, California Code of Regulations, Section 42000, and according to CMS Branch policy. Counties will measure the following:

Numerators:

- a. *Medical eligibility within five working days of receipt of all medical documentation necessary to determine whether a CCS-eligible condition exists.*
- b. *Residential eligibility within 30 days of receipt of documentation needed to make the determination.*
- c. *Financial eligibility within 30 days of receipt of documentation make the determination.*

Denominator: *Number of CCS unduplicated new referrals to the CCS program assigned a pending status in the last fiscal year.*

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Data Source: 10% of the county CCS cases or 100 cases (which ever number is less).

Reporting Form: Year 16-17

MEDICAL ELIGIBILITY	Number of referrals determined medically eligible within 5 days (Numerator)		Number of new unduplicated referrals (Denominator)		Percentage of compliance
Medical eligibility determined within 5 days of receipt of all necessary documentation	<i>Data unavailable as we are a dependent county and medical eligibility is determined in SCRO</i>				Unavailable
PROGRAM ELIGIBILITY	Number of cases determined eligible within 30 days of receipt of documentation needed to make the determination (Numerator)		Number of new unduplicated referrals (Denominator)		Percentage of compliance
Financial eligibility determined within 30 days	FSMC/MC 22	CCS only 4	FSMC /MC 22	CCS only 4	100%
Residential eligibility determined within 30 days	26		26		100%

CCS Performance Measure 3 (A & B) – Special Care Center

This Performance Measure is evaluated in two parts.

Part A: Annual Team Report

Definition: This performance measure is based on the CCS requirement for an annual team report for each child enrolled in CCS whose condition requires Special Care Center services and has received an authorization to a Special Care Center. County CCS programs will evaluate this measure by the presence of an annual team conference report in the child’s medical file.

Numerator: Number of children that received a Special Care Center authorization and were seen at least annually at the appropriate Special Care Center as evidenced by documentation and completion of the interdisciplinary team report.

- Denominator:** Number of children enrolled in CCS whose condition as listed in categories defined in Numbered Letter 01-0108 requires CCS Special Care Center services and has received an authorization to a Special Care Center.
- Data source:** 10% of the county CCS cases authorized to SCC or 100 cases (which ever number is less).
- Part B: Referral of a Child to SCC**
- Definition:** This measure is based on the CCS requirement that certain CCS eligible medical conditions require a referral to a CCS Special Care Center for ongoing coordination of services.
- Numerator:** Number of children in CCS, with medical conditions in the categories as listed in Numbered Letter 01-0108 requiring a Special Care Center Authorization, who actually received an authorization for services.
- Denominator:** Number of children enrolled in CCS, with medical conditions, requiring Special Care Center Authorizations.
- Data source:** Counties shall identify and use four or five specific diagnosis categories (cardiac, pulmonary, etc) as listed in the Special Care Center Numbered Letter 01-0108 as it relates to the SCC(s) identified for your client population. The county shall identify one or more diagnostic codes and use the diagnosis codes indicated for the SCC categories selected for this PM.

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Reporting Form - Part A:

Category selected (cardiac, pulmonary, etc.)	Number of children with annual team report in client’s medical records (Numerator)	Number of children with SCC authorization (Denominator)	Percentage of compliance
SCG 02 (except NICU admissions, SCG 04, and SCG 06)	10	10	100%

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Category selected (cardiac, pulmonary etc.)	Number of children with authorization to SCC	Number of children with medical conditions that require SCC	Diagnostic Code Chosen	Percentage of compliance
Communication	16	16	389.0;270.4;744.23;	100%
Craniofacial	6	6	f80.1, 315.39	100%
Endocrine	0	0	389.00;744.23;	
Spina Bifida	1	1	M26.9	100%
CF/Pulmonary	2	2	Q05.9	100%
Cardiac Center	4	4	770.9, 770.7	100%
			270.4	

* Counties may select four (4) to five (5) specific medical conditions as outlined in the SCC NL to use as the basis for clients that should have a referral to a CCS SCC.

CCS Performance Measure 4 – Transition Planning

Definition: Children, 14 years and older who are expected to have chronic health conditions that will extend past the twenty-first birthday will have documentation of a biannual review for long term transition planning to adulthood.

Numerator: Number of CCS charts for clients 14, 16, 18, or 20 years containing the presence of a Transition Planning Checklist completed by CCS program staff within the past 12 months for children aged 14 years and over whom requires long term transition planning.

Denominators:

- a. Number of CCS charts reviewed of clients 14, 16, 18, and 20 years in (10% of children aged 14 and over) whose medical record indicates a condition that requires a transition plan.
- b. Number of MTP charts reviewed of clients 14, 16, 18, and 20 years in (10% of children aged 14 and over) whose medical record indicates a condition that requires a transition plan.

Data Source: Chart Audit, Completion of Transition Planning Checklist.

* Due to caseload numbers in Los Angeles County, LA County should work with the Regional Office to select an appropriate number of clients to be included in their sample size.

Reporting Form:

Number of CCS charts reviewed 9	Number with transition planning 9	Percentage of compliance 100%
Number of MTP charts reviewed N/A	Number with transition planning N/A	Percentage of compliance N/A

CCS Performance Measure 5 – Family Participation

The degree to which the CCS program demonstrates family participation.

Definition: This measure is evaluated based on **each** of the following four (4) specific criteria that documents family participation in the CCS program. Counties need to indicate the score based on the level of implementation.

Checklist documenting family participation in the CCS program.	Yes	No	Comments
1. Family members are offered an opportunity to provide feedback regarding their satisfaction with the services received through the CCS program by participation in such areas as surveys, group discussions, or individual consultation.	x		August 2017 Family Survey.

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2. Family members participate on advisory committees or task forces and are offered training, mentoring and reimbursement when appropriate.		x	No advisory committee or task force exists at this time. Survey sent to every CCS family inquiring their interest in participating in committees. 2 out of 81 responses received were interested and thus no committee was created.
3. Family members are participants of the CCS Special Care Center services provided to their child through family participation in SCC team meeting and/or transition planning.	x		Family given opportunity to participate in SCC meetings.
4. Family advocates, either as private individuals or as part of an agency advocating family centered care, which have experience with children with special health care needs, are contracted or consultants to the CCS program for their expertise.		x	

Reporting Form:

Criteria	Performing (25% for each criteria)	Not Performing
1. Feedback	25%	
2. Advisory Committee		25%
3. Special Care Center Family participation	25%	
4. Resource Center		25%
Total	50%	50%

**CHILDRENS MEDICAL SERVICES
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MONO COUNTY
DATA FORMS**

California Children's Services Caseload Summary Form

County: Mono

Fiscal Year: 2017-2018

	CCS Caseload 0 to 21 Years	A		B		16-17 Caseload	% of Grand Total
		14-15 Caseload	% of Grand Total	15-16 Caseload	% of Grand Total		
MEDI-CAL							
1	Average of Total Open (Active) Medi- Cal Children	54	77.15%	74	56.48%	56	71.79%
2	Potential Case Medi-Cal	12	14.15%	19	14.50%	17	21.79%
3	TOTAL MEDI-CAL (Row 1 + Row 2)	66	94.30%	93	70.99%	73	93.59%
NON-MEDI-CAL							
HEALTHY FAMILIES (Transitioned to Medi-Cal)							
4	Average of Total Open (Active) Healthy Families	0	0	0	0	0	0
5	Potential Cases Healthy Families	0	0	0	0	0	0
6	Total Healthy Families (Row 4 + Row 5)	0	0	0	0	0	0
STRAIGHT CCS							
7	Average of Total Open (Active) Straight CCS Children	2	2.85%	27	20.61%	3	3.84%
8	Potential Cases Straight CCS Children	0	0	11	8.40%	2	2.56%
9	Total Straight CCS (Row 7 + Row 8)	2	2.85%	38	29.01%	5	6.41%
10	TOTAL NON MEDI- CAL (Row 6 + Row 9)	2	2.85%	38	29.01%	5	6.41%
GRAND TOTAL							
11	(Row 3 + Row 10)	70	100%	131	100%	78	100%

Performance Measure Profile

		2012-13		2013-14		2014-15		2015-16		2016-17	
Performance Measure Number	CHDP	MC	N-MC	MC	N-MC	MC	N-MC	MC	N-MC	MC	N-MC
	1	100%		100%		82.75%		97%		94%	
	2	N/A		N/A		N/A		N/A		N/A	
	3	100%		100%		N/A		N/A		100%	
	4 Average for all three providers	BMI	100%	BMI	85%	BMI	84%	BMI	100%	BMI	96%
		Dental	100%	Dental	100%	Dental	90%	Dental	100%	Dental	84%
		Lead	99%	Lead	98%	Lead	100%	Lead	100%	Lead	100%
	5	1. 63% 2. 90%		100%		100%		1. 100% 2. 56%		1. 96% 2. 24%	
	6 (Optional)										
	E (Optional)										
HCPFC 1	100%		n/a		n/a		100%		100%		

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2	Health	88%	Health	100%	Health	100%	Health	100%	Health	100%
	Dental	77%	Dental	77%	Dental	80%	Dental	100%	Dental	100%

Performance Measure Profile – Continued

		2012-13		2013-14		2014-15		2015-2016		2016-2017	
CCS	1	95%		96%		97%		45%		51%	
	2	MED	N/A	MED	N/A	MED	N/A	MED	N/A	N/A	
		RES	99%	RES	93%	RES	96%	RES	100%	100%	
		FIN	97%	FIN	100%	FIN	100%	FIN	100%	100%	
	3 (A)	56%		80%		82%		88%		100%	
	3 (B)	100%		100%		100%		100%		100%	
	4	CCS	100%	CCS	100%	CCS	100%	CCS	100%	100%	
		MTP	50%	MTP	n/a	MTP	n/a	MTP	n/a	n/a	
	5	68%		68%		75%		50%		50%	

Mono County Children's Medical Services Plan and Fiscal Guidelines 2017-2018

CHDP Program Referral Data

Complete this form using the Instructions found on page 4-8 through 4-10.

	County: Mono	FY 14-15		FY 15-16		FY 16-17	
		Basic Informing of CHDP Referrals					
1.	Total number of CalWORKs/Medi-Cal cases informed and determined eligible by Department of Social Services	491	Transition from HF to Medi-Cal	470		387	
2.	Total number of cases and recipients in "1" requesting CHDP services	Cases	Recipients	Cases	Recipients	Cases	Recipients
	Number of CalWORKs cases/recipients	9	14	8	19	3	5
	Number of Foster Care cases/recipients	7	7	7	7	2	2
	Number of Medi-Cal only cases/recipients	52	87	81	142	77	75
3.	Total number of EPSDT eligible recipients and unborn, referred by Department of Social Services' workers who requested the following:						
	Medical and/or dental services	45		107		63	
	Medical and/or dental services with scheduling and/or transportation	18		51		42	
	Information only (optional)	64		59		22	
4.	Number of persons who were contacted by telephone, home visit, face-to-face, office visit or written response to outreach letter	125		192		84	
		Results of Assistance					
5.	Number of recipients actually provided scheduling and/or transportation assistance by program staff	29		46		40	
6.	Number of recipients in "5" who actually received medical and/or dental services	65		82		41	

CASES ESTIMATED TO BE AFFECTED BY ON-LINE APPLICATIONS

**CHILDRENS MEDICAL SERVICES
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**MEMORANDA OF UNDERSTANDING AND
INTERAGENCY AGREEMENTS**

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services

Memoranda of Understanding/Interagency Agreement List

List all current Memoranda of Understanding (MOU) and/or Interagency Agreements (IAA) in California Children's Services, Child Health and Disability Prevention Program, and Health Care Program for Children in Foster Care. Specify whether the MOU or IAA has changed. Submit only those MOU and IAA that are new, have been renewed, or have been revised. For audit purposes, counties and cities should maintain current MOU and IAA on file.

County/City: Mono Fiscal Year 2016-17

Title or Name of MOU/IAA	Is this a MOU or an IAA?	Effective Dates From/To	Date Last Reviewed by County/ City	Name of Person Responsible for this MOU/IAA?
CCS MTP/SELPA DHCS. Per Systems of Care Division: No renewals of IAA MTP until further notice.	IAA	July 2012-2014	6/30/14	Jody Martin, BSN, RN
CHDP/DSS	IAA	July 2015-June 2017	June 2015	Jody Martin BSN, RN
HCPCFC/CWS & Probation	MOU	July 2015-June 2017	June 2015	Jody Martin BSN, RN

CHILDREN'S MEDICAL SERVICES
CMS PLAN
Fiscal Year 2017-2018

Part III
Budget Forms

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	3	3.49%
OTLICP - Total Cases of Open (Active) OTLICP Children	28	32.56%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children	55	63.95%
TOTAL CCS CASELOAD	86	100%



CCS Administrative Budget Summary

Fiscal Year: 2017-18

County: Mono

Column	Col 1 = Col 2+3+4	Straight CCS	OTLICP	Medi-Cal (non-OTLICP) (Column 4 = Columns 5 + 6)		
	1			2	3	4
Category/Line Item	Total Budget	Straight CCS State/County (50/50)	Optional Targeted Low Income Children's Program (OTLICP) State/County/Federal (6.0/6.0/88)	Medi-Cal State/Federal	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced Medi-Cal State/Federal (50/50)
I. Total Personnel Expense	149,476	5,214	48,667	95,597	25,756	69,841
II. Total Operating Expense	4,483	157	1,459	2,868	207	2,661
III. Total Capital Expense	0	0	0	0		0
IV. Total Indirect Expense	37,369	1,304	12,167	23,899		23,899
V. Total Other Expense	0	0	0	0		0
Budget Grand Total	191,328	6,675	62,293	122,364	25,963	96,401

Column	Col 1 = Col 2+3+4	Straight CCS	OTLICP	Medi-Cal (non-OTLICP) (Column 4 = Columns 5 + 6)		
	1			2	3	4
Source of Funds	Total Budget	Straight CCS State/County (50/50)	Optional Targeted Low Income Children's Program (OTLICP) State/County/Federal (6.0/6.0/88)	Medi-Cal State/Federal	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced Medi-Cal State/Federal (50/50)
Straight CCS						
State	3,337	3,337				
County	3,339	3,338				
OTLICP						
State	3,738		3,738			
County	3,738		3,738			
Federal (Title XXI)	54,817		54,817			
Medi-Cal						
State	54,692			54,692	6,491	48,201
Federal (Title XIX)	67,672			67,672	19,472	48,200

	Kimberly Bunn	9/7/2017	kbunn@mono.ca.gov
Prepared By (Signature)	Prepared By (Printed Name)	Date	Email Address
	Jody Martin	9/11/17	jmartin@mono.ca.gov
CCS Administrator (Signature)	CCS Administrator (Printed Name)	Date	Email Address

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	3	3.49%
OTLIPC - Total Cases of Open (Active) OTLIPC Children	28	32.56%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLIPC) Children	55	63.95%
TOTAL CCS CASELOAD	86	100%

CCS Administrative Budget Worksheet

Fiscal Year: 2017-18

County: Mono

Column				Straight CCS		Optional Targeted Low Income Children's Program (OTLIPC)		Medi-Cal (Non-OTLIPC)					
	1	2	3	4A	4	5A	5	6A	6	7A	7	8A	8
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5 + 6 + 7)	Caseload %	Straight CCS County/State (50/50)	Caseload %	Optional Targeted Low Income Children's Program (OTLIPC) State/County/Federal (6.0/6.0/88)	Caseload %	Medi-Cal State/Federal	Enhanced % FTE	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced % FTE	Non-Enhanced Medi-Cal State/Federal (50/50)
I. Personnel Expense													
Program Administration													
1. Jody Martin, CCS Administrator	3.00%	63,741	1,912	3.49%	67	32.56%	623	63.95%	1,223			100.00%	1,223
2. Sandra Pearce, Public Health Director	2.00%	113,213	2,264	3.49%	79	32.56%	737	63.95%	1,448			100.00%	1,448
3. Olivia Wilson, CCS Coordinator	1.00%	52,451	525	3.49%	18	32.56%	171	63.95%	336			100.00%	336
4. Kimberly Bunn, Fiscal & Administrative Officer	7.00%	70,563	4,939	3.49%	172	32.56%	1,608	63.95%	3,159			100.00%	3,159
Subtotal		299,968	9,640	3.49%	0	32.56%	0	63.95%	0			100.00%	0
Medical Case Management													
1. Jody Martin, CCS Case Manager	60.00%	63,741	38,245	3.49%	1,334	32.56%	12,452	63.95%	24,459	58.50%	14,309	41.50%	10,150
2. Employee Name, Position	0.00%	0	0	3.49%	0	32.56%	0	63.95%	0	0.00%	0	100.00%	0
3. Employee Name, Position	0.00%	0	0	3.49%	0	32.56%	0	63.95%	0	0.00%	0	100.00%	0
4. Employee Name, Position	0.00%	0	0	3.49%	0	32.56%	0	63.95%	0	0.00%	0	100.00%	0
5. Employee Name, Position	0.00%	0	0	3.49%	0	32.56%	0	63.95%	0	0.00%	0	100.00%	0
6. Employee Name, Position	0.00%	0	0	3.49%	0	32.56%	0	63.95%	0	0.00%	0	100.00%	0
7. Employee Name, Position	0.00%	0	0	3.49%	0	32.56%	0	63.95%	0	0.00%	0	100.00%	0
8. Employee Name, Position	0.00%	0	0	3.49%	0	32.56%	0	63.95%	0	0.00%	0	100.00%	0
Subtotal		63,741	38,245		1,334		12,452		24,459		14,309		10,150
Other Health Care Professionals													
1. Employee Name, Position	0.00%	0	0	3.49%	0	32.56%	0	63.95%	0	0.00%	0	100.00%	0
2. Employee Name, Position	0.00%	0	0	3.49%	0	32.56%	0	63.95%	0	0.00%	0	100.00%	0
3. Employee Name, Position	0.00%	0	0	3.49%	0	32.56%	0	63.95%	0	0.00%	0	100.00%	0
Subtotal		0	0		0		0		0		0		0
Ancillary Support													
1. Olivia Wilson, CCS Coordinator	65.00%	52,451	34,093	3.49%	1,189	32.56%	11,100	63.95%	21,804			100.00%	21,804
2. Employee Name, Position	0.00%	0	0	3.49%	0	32.56%	0	63.95%	0			100.00%	0
3. Employee Name, Position	0.00%	0	0	3.49%	0	32.56%	0	63.95%	0			100.00%	0
4. Employee Name, Position	0.00%	0	0	3.49%	0	32.56%	0	63.95%	0			100.00%	0
5. Employee Name, Position	0.00%	0	0	3.49%	0	32.56%	0	63.95%	0			100.00%	0
Subtotal		52,451	34,093		1,189		11,100		21,804				21,804
Clerical and Claims Support													
1. Maria Gonzalez, FTS IV	1.00%	58,057	581	3.49%	20	32.56%	189	63.95%	372	0.00%	0	100.00%	372
2. Nancy Cruz-Garcia, FTS III	1.00%	48,260	483	3.49%	17	32.56%	157	63.95%	309	0.00%	0	100.00%	309
3. Employee Name, Position	0.00%	0	0	3.49%	0	32.56%	0	63.95%	0	0.00%	0	100.00%	0

Column	1	2	3	Straight CCS		Optional Targeted Low Income Children's Program (OTLICP)		Medi-Cal (Non-OTLICP)					
				4A	4	5A	5	6A	6	7A	7	8A	8
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5 + 6 + 7)	Caseload %	Straight CCS County/State (50/50)	Caseload %	Optional Targeted Low Income Children's Program (OTLICP) State/County/Federal (6.0/6.0/88)	Caseload %	Medi-Cal State/Federal	Enhanced % FTE	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced % FTE	Non-Enhanced Medi-Cal State/Federal (50/50)
4. Employee Name, Position	0.00%	0	0	3.49%	0	32.56%	0	63.95%	0	0.00%	0	100.00%	0
5. Employee Name, Position	0.00%	0	0	3.49%	0	32.56%	0	63.95%	0	0.00%	0	100.00%	0
Subtotal		106,317	1,064		37		346		681		0		681
Total Salaries and Wages			83,042	3.49%	2,897	32.56%	27,037	63.95%	53,110	26.94%	14,309	73.06%	38,801
Staff Benefits (Specify %)	80.00%		66,434	3.49%	2,317	32.56%	21,630	63.95%	42,487		11,447		31,040
I. Total Personnel Expense			149,476	3.49%	5,214	32.56%	48,667	63.95%	95,597		25,756		69,841
II. Operating Expense													
1. Travel			950	3.49%	33	32.56%	309	63.95%	608	26.94%	164	73.06%	444
2. Training			250	3.49%	9	32.56%	81	63.95%	160	26.94%	43	73.06%	117
3. Staff Cell Phone Allowance			933	3.49%	33	32.56%	304	63.95%	597			100.00%	597
4. Office Expense			1,300	3.49%	45	32.56%	423	63.95%	831			100.00%	831
5. Misc. Computer Equipment			1,050	3.49%	37	32.56%	342	63.95%	672			100.00%	672
6.			0	3.49%	0	32.56%	0	63.95%	0			100.00%	0
7.			0	3.49%	0	32.56%	0	63.95%	0			100.00%	0
II. Total Operating Expense			4,483		157		1,459		2,868		207		2,661
III. Capital Expense													
1.			0	3.49%	0	32.56%	0	63.95%	0				0
2.			0	3.49%	0	32.56%	0	63.95%	0				0
3.			0	3.49%	0	32.56%	0	63.95%	0				0
III. Total Capital Expense			0		0		0		0				0
IV. Indirect Expense													
1. Internal	25.00%		37,369	3.49%	1,304	32.56%	12,167	63.95%	23,899			100.00%	23,899
2. External	0.00%		0	3.49%	0	32.56%	0	63.95%	0			100.00%	0
IV. Total Indirect Expense			37,369		1,304		12,167		23,899				23,899
V. Other Expense													
1. Maintenance & Transportation			0	3.49%	0	32.56%	0	63.95%	0			100.00%	0
2.			0	3.49%	0	32.56%	0	63.95%	0			100.00%	0
3.			0	3.49%	0	32.56%	0	63.95%	0			100.00%	0
4.			0	3.49%	0	32.56%	0	63.95%	0			100.00%	0
5.			0	3.49%	0	32.56%	0	63.95%	0			100.00%	0
V. Total Other Expense			0		0		0		0				0
Budget Grand Total			191,328		6,675		62,293		122,364		25,963		96,401



	Kimberly Bunn	9/7/2017	kbunn@mono.ca.gov	760.932.5587
Prepared By (Signature)	Prepared By (Printed Name)	Date Prepared	E-Mail address	Telephone Number with Area Code
	Jody Martin	9/7/17	jmartin@mono.ca.gov	760.924.1841
CCS Administrator (Signature)	CCS Administrator (Printed Name)	Date Signed	E-Mail address	Telephone Number with Area Code

**CHDP Administrative Budget Summary
No County/City Match
Fiscal Year 2017-2018**

County/City Name: Mono County

Column	1	2	3	4	5
Category/Line Item	Total Budget (2 + 3)	Total CHDP Budget	Total Medi-Cal Budget (4 + 5)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$34,688	\$1,147	\$33,541	\$1,308	\$32,233
II. Total Operating Expenses	\$1,115	\$1,027	\$88	\$0	\$88
III. Total Capital Expenses	\$0	\$0	\$0		\$0
IV. Total Indirect Expenses	\$8,345	\$287	\$8,058		\$8,058
V. Total Other Expenses	\$0	\$0	\$0		\$0
Budget Grand Total	\$44,148	\$2,461	\$41,687	\$1,308	\$40,379

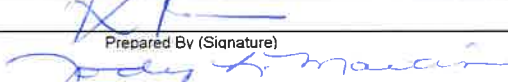

Column	1	2	3	4	5
Source of Funds	Total Funds	Total CHDP Budget	Total Medi-Cal Budget	Enhanced State/Federal	Nonenhanced State/Federal
State General Funds	\$2,461	\$2,461			
Medi-Cal Funds:	\$41,687		\$41,687		
State Funds	\$20,517		\$20,517	\$327.00	\$20,190
Federal Funds (Title XIX)	\$21,171		\$21,171	\$981.00	\$20,190

	9/6/2017	760.932.5587	kbunn@mono.ca.gov
Prepared By (Signature)	Date Prepared	Phone Number	Email Address
	9/7/17	760.924.1841	jmartin@mono.ca.gov
CHDP Director or Deputy Director (Signature)	Date	Phone Number	Email Address

CHDP Administrative Budget Worksheet
No County/City Match
State and State/Federal
Fiscal Year 2017-18

Mono County

Column	1A	1B	1	2A	2	3A	3	4A	4	5A	5
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	CHDP % or FTE	Total CHDP Budget	Total Medi- Cal %	Total Medi-Cal Budget (4 + 5)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
Personnel Expenses											
1. Jody Martin, CHDP Deputy Director	1%	\$63,741	\$637	100%	\$637	0%	\$0.00	0%	\$0	0%	\$0
2. Jody Martin, CHDP Case Manager	2%	\$63,741	\$956	0%		100%	\$956	76%	\$727	24%	\$229
3. Olivia Wilson, CHDP Coordinator	23%	\$52,451	\$12,064	0%		100%	\$12,064	0%		100%	\$12,064
4. Sandra Pearce, Public Health Director	1%	\$113,213	\$1,132	0%		100%	\$1,132	0%		100%	\$1,132
5. Kim Bunn, Fiscal Agent	4%	\$70,563	\$2,823	0%		100%	\$2,823	0%		100%	\$2,823
6. Richard O. Johnson, M.D., CHDP Director	1%	\$165,911	\$1,659	0%		100%	\$1,659	0%		100%	\$1,659
7.			\$0	0%		100%	\$0	0%		100%	\$0
8.			\$0	0%		100%	\$0	0%		100%	\$0
9.			\$0			100%	\$0	0%		0%	\$0
Total Salaries and Wages			\$19,271		\$637		\$18,634		\$727		\$17,907
Less Salary Savings			\$0		\$0		\$0		\$0		\$0
Net Salaries and Wages			\$19,271		\$637		\$18,634		\$727		\$17,907
Staff Benefits (Specify %) 180.00%			\$15,416		\$510		\$14,907		\$581		\$14,326
I. Total Personnel Expenses			\$34,687		\$1,147		\$33,540		\$1,308		\$32,233
II. Operating Expenses											
1. Travel			\$564		\$564		\$0				\$0
2. Training			\$0		\$0		\$0				\$0
3. Communications			\$101		\$13		\$88				\$88
4. Equipment Mntnce			\$0		\$0		\$0				\$0
5. Office			\$450		\$450		\$0				\$0
6. Rent			\$0		\$0		\$0				\$0
			\$0		\$0		\$0				\$0
II. Total Operating Expenses			\$1,115		\$1,027		\$88		\$0		\$88
III. Capital Expenses											
1.			\$0		\$0		\$0				\$0
III. Total Capital Expenses			\$0		\$0		\$0				\$0
IV. Indirect Expenses											
1. Internal (Specify %) 25.00%			\$8,345		\$287		\$8,058				\$8,058
2. External (Specify %) 0.00%			\$0		\$0		\$0				\$0
IV. Total Indirect Expenses			\$8,345		\$287		\$8,058				\$8,058
V. Other Expenses											
V. Total Other Expenses			\$0		\$0		\$0				\$0
Budget Grand Total			\$44,147		\$2,460		\$41,687		\$1,308		\$40,379



	9/6/17	760 932 5587	kbunn@mono.ca.gov
Prepared By (Signature)	Date Prepared	Phone Number	Email Address
	9/7/17	760 924 1841	imartin@mono.ca.gov
CHDP Director or Deputy Director (Signature)	Date	Phone Number	Email Address

**HCPCFC Administrative Budget Summary
Fiscal Year 2017**

County/City Name: Mono County

Column	1	2	3
Category/Line Item	Total Budget (2 + 3)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$5,598	\$1,329	\$4,269
II. Total Operating Expenses	\$0	\$0	\$0
III. Total Capital Expenses			
IV. Total Indirect Expenses	\$1,067		\$1,067
V. Total Other Expenses			
Budget Grand Total	\$6,665	\$1,329	\$5,336

Column	1	2	3
Source of Funds	Total Funds	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
State Funds	\$3,000	\$332	\$2,668
Federal Funds (Title XIX)	\$3,665	\$997	\$2,668
Budget Grand Total	\$6,665		

	9/7/2017	760.932.5587	kbunn@mono.ca.gov
Prepared By (Signature)	Date Prepared	Phone Number	Email Address
	9/7/17	760.924.1841	jmartin@mono.ca.gov
CHDP Director or Deputy Director (Signature)	Date	Phone Number	Email Address

**HPCFC Administrative Budget Worksheet
Fiscal Year 2017**

County/City Name: Mono County

Column	1A	1B	1	2A	2	3A	3
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
I. Personnel Expenses							
1. Jody Martin, Health Program Manager	5.33%	\$63,741	\$3,397	24%	\$805.50	76%	\$2,587.00
2.	0%	\$0	\$0	0%	\$0	0%	\$0
3.	0.0%	\$0	\$0	0%	\$0	0%	\$0
Total Salaries and Wages			\$3,397		\$806		\$2,587
Less Salary Savings							
Net Salaries and Wages			\$3,393		\$806		\$2,587
Staff Benefits (Specify %)	65.00%		\$2,205		\$524		\$1,682
I. Total Personnel Expenses			\$5,598		\$1,329		\$4,269
II. Operating Expenses							
1. Travel			\$0		\$0		\$0
2. Training			\$0		\$0		\$0
3. Communications			\$0		\$0		\$0
II. Total Operating Expenses			\$0		\$0		\$0
III. Capital Expenses							
1.							
2.							
II. Total Capital Expenses							
IV. Indirect Expenses							
1. Internal (Specify %)	25.00%		\$1,067				\$1,067
2. External							
IV. Total Indirect Expenses			\$1,067				\$1,067
V. Other Expenses							
1.							
2.							
V. Total Other Expenses							
Budget Grand Total			\$6,665		\$1,329		\$5,336



Prepared By (Signature)

9/7/2017
Date prepared

760.932.5587
Phone Number

kbunn@mono.ca.gov
Email Address



CHDP Director or Deputy Director (Signature)

9/7/17
Date

760.924.1841
Phone Number

jmartin@mono.ca.gov
Email Address



**Foster Care Administrative Budget Summary
County/City Match
County/Title XIX Federal Funds
Fiscal Year 2017**

County/City Name: Mono County

Column	1	2	3
Category/Line Item	Total Budget (2 + 3)	Enhanced County/City/Federal (25/75)	Nonenhanced County/City/Federal (50/50)
I. Total Personnel Expense	\$10,089	\$1,353	\$8,736
II. Total Operating Expense	\$0	\$0	
III. Total Capital Expense			
IV. Total Indirect Expense	\$0		
V. Total Other Expense			
Budget Grand Total	\$10,089	\$1,353	\$8,736

Column	1	2	3
Source of Funds	Total Funds	Enhanced County- City/Federal (25/75)	Nonenhanced County- City/Federal (50/50)
County/City Funds	\$4,706	\$338	\$4,368
Federal Funds (Title XIX)	\$5,383	\$1,015	\$4,368
Budget Grand Total	\$10,089		


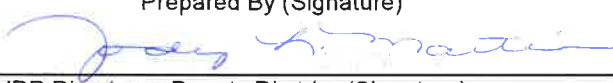
Source County-City Funds: County Social Services

	9/7/2017	760.932.5587	kbunn@mono.ca.gov
Prepared By (Signature)	Date Prepared	Phone Number	Email Address
	9/7/17	760.924.1841	jmartin@mono.ca.gov
CHDP Director or Deputy Director (Signature)	Date	Phone Number	Email Address

**Foster Care Administrative Budget Worksheet
County-City/Federal Match
County/Title XIX Federal Funds
Fiscal Year 2017**

County/City Name: Mono County

Column	1A	1B	1	2A	2	3A	3
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	% or FTE	Enhanced County-City/Federal (25/75)	% or FTE	Nonenhanced County-City/Federal (50/50)
I. Personnel Expenses							
1. Jody Martin, Health Program Manager	5.05%	\$63,741	\$3,222	24%	\$773	76%	\$2,449
2. Sandra Pearce, Director of Public Health	1%	\$113,213	\$1,132.13	0%	\$0	100%	\$1,132
3. Kimberly Bunn, Fiscal & Admin Officer	2.0%	\$70,563	\$1,411	0%	\$0	100%	\$1,411.26
4.							
5.							
Total Salaries and Wages			\$5,765		\$773		\$4,992
Less Salary Savings		\$0	\$0		\$0		\$0
Net Salaries and Wages			\$5,765		\$773		\$4,992
Staff Benefits (Specify %)	75.00%		\$4,324		\$580		\$3,744
I. Total Personnel Expenses			\$10,089		\$1,353		\$8,736
II. Operating Expenses							
1. Travel			\$38		\$0		\$0
2. Training			\$0		\$0		\$0
II. Total Operating Expenses			\$0		\$0		\$0
III. Capital Expenses							
1.							
2.							
III. Total Capital Expenses							
IV. Indirect Expenses							
1. Internal (Specify %)	0.00%		\$0				\$0
2. External							
IV. Total Indirect Expenses			\$0				\$0
V. Other Expenses							
1.							
2.							
V. Total Other Expenses							
Budget Grand Total			\$10,089		\$1,353		\$8,736

	9/7/17	760.932.5587	kbunn@mono.ca.gov
Prepared By (Signature)	Date Prepared	Phone Number	Email Address
	9/7/17	760.924.1840	omoreno@mono.ca.gov
CHDP Director or Deputy Director (Signature)	Date	Phone Number	Email Address



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 3, 2017

Departments: Public Health

TIME REQUIRED

SUBJECT Authority to Hire Tobacco Control
Coordinator at Step B

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Authorize the Public Health Director to fill the Tobacco Control Program Coordinator position at a Step B, rather than Step A, salary level.

RECOMMENDED ACTION:

Authorize the Public Health Director to hire Ms. Dustlyne Beavers at a B Step in the position of Tobacco Control Program Coordinator.

FISCAL IMPACT:

There is no impact to the County General Fund. The cost of this position in fiscal year 2017-18 is paid for by a California Department of Public Health (CDPH) Tobacco Control Program grant. The fiscal impact for the remainder of fiscal year 2017-18 will be approximately \$97,571 consisting of \$45,626 in salary and \$51,945 in benefits.

CONTACT NAME: Sandra Pearce

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

SEND COPIES TO:

Sandra Pearce

Kim Bunn

Dave Butters

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

History

Time	Who	Approval
9/27/2017 7:00 PM	County Administrative Office	Yes
9/21/2017 4:08 PM	County Counsel	Yes
9/27/2017 6:14 PM	Finance	Yes



MONO COUNTY HEALTH DEPARTMENT

Public 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

Date: October 3, 2017
To: Honorable Board of Supervisor
From: Sandra Pearce, Public Health Director
Subject: Authority to Hire at Step B

Recommendation:

Grant the Public Health Director the authority to fill the Tobacco Control Program Coordinator position at Step B.

Fiscal Impact:

There is no impact to the County General Fund. The cost of this position in fiscal year 2017-18 is paid for by a California Department of Public Health (CDPH) Tobacco Control Program grant. The fiscal impact for the remainder of fiscal year 2017-18 will be approximately \$97,571 consisting of \$45,626 in salary and \$51,945 in benefits.

Discussion:

The Tobacco Control Program Coordinator is a new position added to the Mono County Health Department allocation list on June 7, 2017. Interviews to fill this new position were held on July 10, 2017 and again on September 18, 2017. Candidate Dustlyne Beavers was selected for employment.

Ms. Beavers possesses excellent qualifications for the position of Tobacco Control Program Coordinator. She has experience working in Health and Human Services, managing state and federal grants, and building programs from the ground up. Typically, a new employee is placed at Step A of a given salary range. In accordance with the Mono County Personnel System (MCPE), Board of Supervisors approval is required when an employee is hired above Step A. Given Ms. Beaver's experience and qualifications, the department is requesting authorization to offer her employment at Step B of the salary range (Range 70) for this position.

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

Submitted by:

Sandra Pearce, Public Health Director



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 3, 2017

Departments: Social Services

TIME REQUIRED

SUBJECT WIOA Phase II MOU

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of Phase II MOU with Kern, Inyo and Mono Counties Workforce Development Board and One-Stop Partners for the WIOA Program

RECOMMENDED ACTION:

Approve the proposed Phase II MOU between the Kern, Inyo and Mono Counties Workforce Development Board and the One-Stop Partners under the Workforce Innovation and Opportunity Act for the period January 1, 2018 through August 31, 2020. Authorize the Mono County Director of Social Services, Kathryn Peterson, to sign the MOU on behalf of the Board of Supervisors.

FISCAL IMPACT:

None

CONTACT NAME: Kathy Peterson

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

SEND COPIES TO:

Kathy Peterson (kpeterson@mono.ca.gov)

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> MOU Phase II

History

Time

Who

Approval

9/27/2017 6:44 PM	County Administrative Office	Yes
9/27/2017 5:33 PM	County Counsel	Yes
9/27/2017 5:42 PM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON, MPH
Director

BRIDGEPORT OFFICE
(760) 932-5600
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MAMMOTH LAKES OFFICE
(760) 924-1770
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To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director *KP*

Date: September 21, 2017

Re: Approval of Phase II MOU with Kern, Inyo and Mono Counties Workforce Development Board for the WIOA Program

Recommended Action:

Approve the proposed Phase II Memorandum of Understanding (MOU) between the Kern, Inyo and Mono Counties Workforce Development Board and the One-Stop Partners under the Workforce Innovation and Opportunity Act for the period January 1, 2018 through August 31, 2020. Authorize the Mono County Director of Social Services, Kathryn Peterson, to sign the MOU on behalf of the Board of Supervisors.

Fiscal Impact:

None.

Discussion:

The Workforce Innovation and Opportunities Act (WIOA) promotes collaboration and coordination across public agencies and funding sources to assist adults and youth to obtain marketable skills and recognized credentials to help them enter and progress in the workforce. The Mono County Department of Social Services operates the WIOA Program and associated America's Job Center of California (AJCC) One-Stop Centers within the county, in Mammoth and Walker. We are considered a non-colocated AJCC partner, which is an AJCC partner that does not have a physical presence within the comprehensive AJCC One-Stop Centers located in Kern County.

The Mono County Board of Supervisors approved the WIOA Phase 1 MOU, which addresses service coordination and collaboration among the partners, on July 5, 2016. The Phase II MOU addresses how to

sustain the unified WIOA system through resource sharing and joint infrastructure cost funding among Kern, Inyo, and Mono partners. A copy of the Phase II MOU is attached.

Under WIOA, each colocated and non-colocated AJCC partner that carries out a program or activity within each comprehensive AJCC One-Stop Center must use a portion of available funds for their program and/or activity to help maintain the One-Stop delivery system, including proportional payment of the infrastructure costs and other shared costs of the comprehensive AJCC One-Stop Centers. Under the Phase II MOU, the colocated AJCC Partners have agreed to the sharing of infrastructure costs and other shared costs. The non-colocated AJCC Partners, which includes Mono County, have provided assurances that they agree to pay their proportionate share of infrastructure costs as soon as sufficient data becomes available to make such a determination.

If you would like more detailed information on our three-county partnership or WIOA, please don't hesitate to contact me at 760/924-1763.

Workforce Innovation and Opportunity Act
Kern, Inyo and Mono Workforce Development Board
Memorandum of Understanding
Phase II

This Agreement, entered into this ____ day of September, 2017, is by and between the managers and directors of the Workforce Development One-Stop Partners (One-Stop Partners) serving the Kern, Inyo, and Mono Counties Workforce Development Area (the KIM WDA), as overseen by the Kern, Inyo, and Mono (KIM) Workforce Development Board (the WDB).

WHEREAS, on 30th of June, 2016, the One-Stop Partners and the KIM WDB, with the agreement of the Chief Local Elected Official (CLEO) entered into a Memorandum of Understanding, Phase I which established a cooperative working relationship between the AJCC Partners and defined their respective roles and responsibilities for the operation of the local AJCC One-Stop System of service delivery in the KIM WDA as required by the Workforce Innovation and Opportunity Act (WIOA) Section 121(c); and

WHEREAS, the CLEO in the KIM WDA has delegated to the KIM WDB the ability to execute this Memorandum of Understanding, Phase II (MOU II) on behalf of Inyo and Mono Counties pursuant to that certain Joint Powers Agreement dated February 13, 2001; and

WHEREAS, WIOA Section 121(c)(1) mandates the KIM WDB, with the agreement of the CLEO, to develop and enter into an MOU II with the KIM WDB and the One-Stop Partners, consistent with WIOA and implementing regulations, concerning the resource sharing and joint infrastructure cost funding for the one-stop delivery system in the KIM WDA; and

WHEREAS, the expectation is that the MOU II serves as a functional tool for how the KIM WDB and One-Stop Partners will share and allocate the infrastructure costs among One-Stop partners is governed by WIOA Section 121(h), its implementing regulations and guidance; and

WHEREAS, WIOA Section 121 (b)(1) identifies the federal programs and requires that the services and activities under each of those programs must be made available through each local area's delivery system. The entities that receive the federal funds for each of these programs and/or have the responsibility to administer the respective programs in the KIM WDA are required partners under WIOA Section 121(b)(1); and

WHEREAS, WIOA Section 121(b)(2)(A) require all entities that participate in the KIM WDA delivery system as AJCC Partners must be parties to the MOU II and must abide by the terms and conditions prescribed herein and by all applicable federal, state and local rules, plans, and policies as applicable and authorized under the Partner's program and in keeping with federal guidelines; and

WHEREAS, WIOA Section 121(b)(1)(A)(iv) indicates that the requirements of each Partner's

authorizing legislation continue to apply under the KIM delivery system and that participation in the KIM delivery system is in addition to other requirements applicable to each Partner's program under each authorizing law; and

WHEREAS, WIOA Section 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into an MOU II between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area and which is further described in the WIOA Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance; and

WHEREAS, the sharing and allocation of infrastructure costs among one-stop Partners is governed by WIOA Section 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200; and

WHEREAS, the One-Stop Partners must use a portion of their funds to provide applicable career services, jointly fund the one-stop center infrastructure costs, and to share in the other agree-upon costs relating to the operation of the one-stop delivery system; and

WHEREAS, the cost allocation to each of the AJCC Partner's program must be based upon the One-Stop Partners proportionate use of the One-Stop Centers and the relative benefits received; and

WHEREAS, the One-Stop Operating Budget and Infrastructure Funding Agreement (IFA) establishes a financial plan, including terms and conditions, to fund the services and operating costs of the KIM WDA AJCC network which include and are limited to, any and all Comprehensive One-Stop AJCC Centers, Affiliate AJCC Centers, Satellite AJCC Centers and/or Specialty AJCC Centers (collectively, AJCC network). The Parties to this MOU II agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the KIM WDA's high-standard AJCC network; and

WHEREAS, the Vision, Mission, System Structure, Terms and Conditions, One-Stop Operating Budget, and Infrastructure Funding Agreement outlined herein reflect the commitment of the Parties to their job seeker(s) and business customer(s), as well as to the overall KIM community; and

WHEREAS, the purpose of this MOU II is to define the parameters within which education, workforce, economic development, and other Partner programs and entities operating in the KIM WDA create a seamless, customer-focused AJCC network that aligns service delivery across the board and enhances access to program services, and by realizing one-stop opportunities together, partners are able to build community-benefiting bridges, rather than silos of programmatic isolation; and

WHEREAS, these partnerships will reduce administrative burden and costs and increase customer access and performance outcomes; and

WHEREAS, it is understood that full implementation of this MOU II may require further approvals from governing boards and legal counsel, and is subject to change upon the consent of the KIM WDB.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN ALL PARTIES AS FOLLOWS:

Definitions

- A. **Affiliate AJCC:** An AJCC location where job seekers and employers can access the programs, services, and activities of one or more AJCC partners. An Affiliate AJCC is not required to provide access to all partner programs pursuant to WIOA Joint Final Rule Section 678.310.
- B. **AJCC Network** which include and are limited to, any and all Comprehensive One-Stop AJCC Centers, Affiliate AJCC Centers, Satellite AJCC Centers and/or Specialty AJCC Centers.
- C. **America's Job Center of California (AJCC):** AJCC is the common identifier used within California to designate One-Stop centers and the One-Stop System.
- D. **Chief Local Elected Official:** Identified in WIOA Section 3, Definitions (9) as the chief local elected officer of a unit of general local government in a local area or the individual(s) designed under the local agreement pursuant to Section 107(c)(1)(B).
- E. **Career Services:** The services which shall be available, at a minimum, to individuals who are adults or dislocated workers through the KIM delivery system by the AJCC required Partners as authorized under their programs. The services consist of three categories: basic career services, individual career services, and follow-up services. The career services that must be provided as part of the KIM delivery system are listed in WIOA Section 134(c)(2).
- F. **Cash Contributions:** Cash funds used to cover a Partner's proportionate share of the AJCC. The funds can be paid either directly from the Partner or through an interagency transfer on behalf of the Partner pursuant to WIOA Joint Final Rule Section 678.720.
- G. **Colocated Partners:** AJCC Partners who have a physical presence within the Comprehensive AJCC One-Stop Centers, either full-time, part-time, or intermittent.
- H. **Comprehensive AJCC One-Stop Centers:** Identifies each of the three comprehensive AJCC One-Stop Centers in the KIM WDA where job seekers and employers can access the programs, services, and activities of all required AJCC partners with at least one Title I staff person physically present pursuant to WIOA Joint Final Rule Section 678.720.

- I. Cost Allocation: Pursuant to 66 Federal Register 29639, cost allocation is the measurement of actual costs in relation to the benefit received in order to determine each partner's fair share of the KIM AJCC operating costs.
- J. Fair Share: The portion of KIM AJCC operating costs allocated to each partner in proportion to the benefits the partner receives from participation in the AJCC Network.
- K. Infrastructure Costs: Infrastructure costs of any one-stop center are non-personnel costs necessary for the general operation of the one-stop center, including, (i) rental of the facilities; (ii) utilities and maintenance; (iii) equipment (including assessment-related products and assistive technology for individuals with disabilities); (iv) technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities; and (v) common identifier costs including creating new signage, updating templates and materials, and updating electronic resources.
- L. In-Kind Contributions: Pursuant to 66 Federal Register 29639-29640, in-kind contributions by a non-AJCC Partner to support the AJCC in general, not a specific partner; or contributions by a non-AJCC Partner to an AJCC Partner to support its proportionate share of the infrastructure costs. Any unrestricted contributions that support the AJCC in general would lower the total amount of infrastructure costs prior to proportionate division. Any restricted contributions can be used by the intended partner(s) to lower their share of the infrastructure costs in accordance with WIOA Joint Final Rule Section 678.720. In-kind contributions may include funding from philanthropic organizations or other private entities or through other alternative financing options to provide a stable and equitable funding stream for the on-going AJCC delivery system operations pursuant to WIOA 121(c)(2)(A)(i).
- M. Memorandum of Understanding Agreement Period: The MOU must not be for a period that exceeds three (3) years. Additionally, pursuant to WIOA 121(c)(2)(v), the duration of the MOU and the procedures for amending the MOU during the duration of the MOU, and assurances that such memorandum shall be reviewed not less than once every three (3) years to ensure appropriate funding.
- N. Non-Cash Contributions: Expenditures made by one partner on behalf of the AJCC or contributions of goods or services contributed by a partner for the center's use. Contributions must be valued consistent with the Uniform Guidance pursuant to WIOA Joint Final Rule Section 678.720.
- O. Non-Colocated Partners: AJCC Partners who do not have a physical presence within the Comprehensive AJCC One-Stop Centers.
- P. One-Stop Delivery System: Is a collaborative effort among public service agencies, non-profit organizations, and private entities that administer workforce development,

educational, and other human resource programs to make the variety of services available under those programs more accessible to eligible job seekers and employers.

- Q. Other System Costs: Other system costs which are agreed upon the KIM WDB and all of the AJCC Partners that include services commonly provided by AJCC Partners to any individual, including, but not limited to, initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet needs, referral to other AJCC Partners, and business services, but must include applicable career services.
- R. Proportionate Share: The share of each partners program's infrastructure costs based upon its proportionate use of the AJCC, if the benefit is received from that use (WIOA Joint Final Rule Preamble page 55907).
- S. Required Partner: An entity that carries out one or more of the programs or activities identified under WIOA Section 121 (b)(1) and is required under said section to participate in the KIM One-Stop Delivery System and to make the career services under its program or activity available through the KIM system.
- T. Resource Sharing: Pursuant to 66 Federal Register 29639, Resource Sharing is the cash and/or resources each partner will contribute to fund its fair share of the costs for the operation of the KIM system. This can include In-Kind Contributions from third parties to partner programs as defined above. The KIM WDB, CLEO and KIM Partners may fund the costs of infrastructure of KIM One-Stop Delivery System through methods agreed upon by the KIM WDB, CLEO and KIM Partners through Resource Sharing.
- U. Specialized AJCC location associated with either a Comprehensive or Affiliate AJCC that addresses specific needs of dislocated workers, youth, or key industry sectors, or clusters pursuant to WIOA Joint Final Rule Section 678.720.
- V. Third-Party In-Kind Contribution: Contributions by a non-Partner to support the AJCC in general, not a specific partner; or contributions by a non-AJCC partner to an AJCC partner to support its proportionate share of the infrastructure costs.
- W. Training Services: Services to adults and dislocated workers as described in WIOA Section 134(c)(3). Pursuant to WIOA Section 134(c)(3)(D), these services may include occupational skills training, including training for nontraditional employment, on-the-job training, incumbent worker training, programs that combine workplace training with related instructions, which may include cooperative education programs, private-sector training programs, skill upgrading and restraining, apprenticeships, transitional jobs, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.
- X. WIOA: The Workforce Innovation and Opportunity Act amends the Workforce Investment Act of 1998 to strengthen the workforce development system in the United States through

innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes.

Article I. Vision of KIM WDB

To create the most effective and responsive workforce development system in the country.

Article II. Mission of KIM WDB

To provide expertise and leadership to ensure that the workforce development system prepares people for the current and future jobs that improve the economic conditions of the community.

Article III. Comprehensive AJCC One-Stop Centers

The KIM WDA has three (3) Comprehensive AJCC, also known as One-Stop Centers that are designed to provide a full range of assistance to job seekers and businesses. Established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act, the one-stop centers offer a comprehensive array of services designed to match talent with opportunities.

These three (3) Comprehensive AJCC One-Stop Centers in the KIM WDA are located as follows:

a. Southeast Bakersfield AJCC (SE-AJCC) is located at 1600 E. Belle Terrace in Bakersfield, California. The SE-AJCC consists of six (6) colocated WIOA partners, including and limited to, Employment Development Department, Kern County Department of Human Services, Employers' Training Resources, California Department of Rehabilitation, Cornerstone Solutions, Inc. dba Job Corps, and Foundation for Second Chances, Inc. dba YouthBuild.

b. Delano AJCC (Delano-AJCC) is located at 1816 Cecil Avenue in Delano, California. The Delano AJCC consists of four (4) colocated WIOA partners, including and limited to, Employment Development Department, Kern County Department of Human Services, Employers' Training Resources, and California Department of Rehabilitation.

c. Ridgecrest AJCC (Ridgecrest-AJCC) is located at 1400 N. Norma Street, Suite 105, in Ridgecrest, California. The Ridgecrest AJCC consists of four (4) colocated WIOA partners, including and limited to, Employment Development Department, Kern County Department of Human Services, Employers' Training Resources, and California Department of Rehabilitation.

Article IV. Comprehensive One-Stop Operator

The KIM WDB selected ProPath, Inc. to be the Comprehensive AJCC One-Stop Operator, through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and County of Kern procurement laws and regulations. All

documentation for the competitive Comprehensive One-Stop Operator procurement and selection process was published on the Employers' Training Resource, KIM WDB and County of Kern websites. KIM WDB requires that the Comprehensive AJCC One-Stop Operator be re-competed at the end of the one (1) year agreement.

Article V. Effective Period

This MOU II is entered into on January 1, 2018. In addition, the MOU II will become effective as of the date of the Parties entered into the MOU II and must terminate on August 31, 2020, unless any of the reasons in the Termination Article XX below apply.

Article VI. Required Parties to this MOU

A. The following entities are required parties to this MOU:

1. CLEO/s: Kern County Board of Supervisors
1115 Truxtun Avenue, Suite 504
Bakersfield, California 93301
Tel: (661) 868-3680

2. Local Board: KIM WDB
1600 E. Belle Terrace
Bakersfield, California 93307
Tel: (661) 336-6893

B. AJCC Partners Participating in the Infrastructure Funding Agreement (IFA) and Shared Other System Costs Agreement.

Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Physically Colocated at SE-AJCC, Delano-AJCC and Ridgecrest-AJCC				
WIOA title I(B) Adult, Dislocated Worker, and Youth Programs	Employers' Training Resource	WIOA title I (B) Adult, Dislocated Worker, and Youth Programs	Teresa Hitchcock, Assistant County Administrative Officer	Employers' Training Resource, 1600 E. Belle Terrace Bakersfield, CA 93307 (661) 336-6972 Email: hitchcockt@kerncounty.com
Migrant Seasonal Farm Worker	Employers' Training Resource	National Farmworker Jobs Program, (NFJP) 2, WIOA Sec. 167	Teresa Hitchcock, Assistant County Administrative Officer	Employers' Training Resource 1600 E. Belle Terrace Bakersfield, CA 93307 (661) 336-6972 Email: hitchcockt@kerncounty.com
Wagner-Peyser Employment Services (ES)	Employment Development Department	Wagner-Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by title III of WIOA, also providing the state's public labor exchange	Shelly Tarver, Deputy Division Chief, Central Valley Region, EDD Southern Workforce Services Division	Employment Development Department 1600 E. Belle Terrace Bakersfield, CA 93307 (661) 635-2608 Email: starver@edd.ca.gov
Trade Adjustment Assistance (TAA)	Employment Development Department	Trade Adjustment Assistance (TAA), authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	Shelly Tarver, Deputy Division Chief, Central Valley Region, EDD Southern Workforce Services Division	Employment Development Department 1600 E. Belle Terrace Bakersfield, CA 93307 (661) 635-2608 Email: starver@edd.ca.gov

Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Physically Colocated at SE-AJCC, Delano-AJCC and Ridgecrest-AJCC				
Jobs for Veterans State Grants (JVSG)	Employment Development Department	Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of title 38, U.S.C	Shelly Tarver, Deputy Division Chief, Central Valley Region, EDD Southern Workforce Services Division	Employment Development Department 1600 E. Belle Terrace Bakersfield, CA 93307 (661) 635-2608 Email: starver@edd.ca.gov
Temporary Assistance for Needy Families (TANF)	Department of Human Services	Temporary Assistance for Needy Families (TANF), authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.)	Dena Murphy, Director	Kern County Department of Human Services 100 E. California Avenue Bakersfield, CA 93307 Telephone: (661) 631-6550 Email: murphyd@kerndhs.com
Department of Rehabilitation	California Department of Rehabilitation	State Vocational Rehabilitation (VR) program, authorized under Title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by title IV of WIOA	Araceli Holland, SSMII-District Administrator, Department of Rehabilitation, San Joaquin Valley District	California Department of Rehabilitation 2550 Mariposa Mall, Room 2000 Fresno, California 93721 Telephone: (661) 395-2531 Email: araceli.holland@dor.ca.gov
Physically located at SE-AJCC only				
Job Corps	Job Corps	Job Corps, WIOA Title I, Subtitle C	Ronald Jones, CEO	Cornerstone Solutions, Inc. 1526 East Forrest Avenue, Suite 280, Jefferson Station East Point, GA 30344 Telephone: (404) 961-7399 Email: rjones@csiteamonline.com

Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Physically located at SE-AJCC only				
YouthBuild	YouthBuild	YouthBuild WIOA Sec. 171 (29 USC 3226)	Melissa Wyatt, Executive Director	Foundation for Second Chances, Inc. 3734 West Slauson Avenue Los Angeles, CA 90043 Telephone: (213) 627-1745, ext. 202 melissawyatt@ffscinc.org
Not Physically Colocated at AJCC				
Community College	Bakersfield College	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Sonya Christian, President	Bakersfield College 1801 Panorama Drive Bakersfield, CA 93306 Telephone: (661) 395-4011 Email: Sonya.christian@bakersfieldcollege.edu
Community College	Cerro Coso Community College	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Jill Board, President	Cerro Coso Community College 3000 College Heights Boulevard Ridgecrest, CA 93555 Telephone: (760) 384-6100 Email: jboard@cerrocoso.edu

Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Not Physically Colocated at AJCC				
Community College	Kern Community College District	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	John Means, Associate Chancellor, Economic and Workforce Development	Kern Community College District 2100 Chester Avenue Bakersfield, CA 93301 Telephone: (661) 336-5036 Email: jmeans@kccd.edu
Community College	Taft College	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Dr. Debra Daniels, Superintendent/President	Taft College 29 Cougar Court Taft, CA 93268 Telephone: (661) 763-7710 ddaniels@taftcollege.edu
Second Chance Act	Latino Coalition for Community Leadership	Reentry Employment Opportunities (REO) programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169	Richard R. Ramos, Executive Director	Latino Coalition for Community Leadership 970 Village Lane Santa Barbara, CA 93110 Telephone: (805) 331-0902 rrosos@latinocoalition.org

Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Not Physically Colocated at AJCC				
Unemployment Insurance (UI)	Employment Development Department	Unemployment Insurance (UI) programs under state unemployment compensation laws	Maria Chuayiuso, Employment Development Administrator	Employment Development Department – Unemployment Insurance 7000 Village Drive, Ste. 110 Buena Park, CA 90621 Telephone: (714) 279-7109 maria.chuayiuso@edd.ca.us
Community Services Block Grant Act (CSBG)	Community Action Partnership of Kern	Employment and training activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.)	Jeremy Tobias, Executive Director	Community Action Partnership of Kern 5005 Business Park North Bakersfield, CA 93309 Telephone: (661) 336-5236 Email: jtobias@capk.org
Experience Works	SER – Jobs for Progress, Inc.	Senior Community Service Employment Program (SCSEP), authorized by title V of Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)	Rebecca Mendibles, President/CEO	SER – Jobs for Progress, Inc. 255 N. Fulton Avenue, Suite 106 Fresno, CA 93701 Telephone: (559) 452-0881 Email: becki.m@sercalifornia.org
Housing & Urban Development	Housing Authority of the County of Kern	Employment and training activities carried out by the Department of Housing and Urban Development (HUD)	Stephen Pelz, Executive Director	Housing Authority of Kern County 601 24 th Street Bakersfield, CA 93301 Telephone: (661) 631-8500, Ext. 2005 Fax: (661) 631-9500 Email: spelz@kernha.org

Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Not Physically Colocated at AJCC				
California Indian Manpower Consortium, Inc.	California Indian Manpower Consortium, Inc.	Indian and Native American Programs (INA), WIOA sec. 166, 29 USC 3221	Eric Cooper, Field Office Supervisor	California Indian Manpower Consortium, Inc. 738 North Market Boulevard Sacramento, CA 95834 Telephone: (916) 920-0285 Email: ericc@cimcinc.com
Adult Education	Delano Joint Union High School District	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Terri Nuckols, Superintendent	Delano Joint Union High School District 1720 Norwalk Street Delano, CA 93215 Telephone: (661) 720-4101 Email: tnuckols@djuhsd.org
Adult Education	Farmworker Institute for Education & Leadership Development	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	David Villarino, President/CEO	Farmworker Institute for Education & Leadership Development 410 West J Street, Suite A Tehachapi, CA 93561 Telephone: (661) 972-8485 Email: davidv@fieldinstitute.org
Adult Education	Kern High School District	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Dean McGee, Assistant Superintendent	Kern High School District 5801 Sundale Avenue Bakersfield, CA 93309 Telephone: (661) 827-3100 dmcgee@khsd.k12.ca.us

Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Not Physically Colocated at AJCC				
WIOA title I(B) Adult and Dislocated Worker Programs	Inyo County Health and Human Services	WIOA Title I (B) Adult and Dislocated Worker Programs	Marilyn Mann, HHS Acting Director	Inyo County Department of Health and Human Services 163 May Street Bishop, CA 93514 Telephone: (760) 873-3305 Email: mmann@inyocounty.us
WIOA title I(B) Adult, Dislocated Worker, and Youth Programs	Mono County Social Services Department	WIOA Title I (B) Adult, Dislocated Worker, and Youth Programs	Kathryn Peterson, Director	Mono County Social Services Department 452 Mammoth Road, Suite 305 Mammoth Lakes, CA 93546 Telephone: (760) 924-1763 Email: kpeterson@mono.ca.gov

Article VII. Steps to Reach Consensus

A. Notification of Partners. Employers' Training Resource (ETR), the fiscal and administrative agent for KIM WDB notified all colocated and non-colocated Partners in writing that it was necessary to negotiate the terms and conditions of the MOU II, negotiate the IFA and execute the MOU II.

B. Kickoff Meeting. ETR was responsible for convening all required AJCC Network Partners to formally kick-off negotiations, and to ensure that, at a minimum, all AJCC colocated and non-colocated Partners (AJCC Partners) within the KIM WDA were appropriately represented. The kickoff meeting was held on November 14, 2016 and notification was made to all AJCC Partners in order to ensure that it was conducted in good faith and in an open and transparent environment. At the kickoff meeting, ETR provided a detailed review of all relevant documents, facts, and information and ensured that all AJCC Partners have sufficient time to ask questions or voice concerns and are fully aware of expectations and the overall process.

C. Negotiations. Over the course of approximately nine (9) months following the formal kickoff meeting, AJCC Partners had a total of fourteen (14) meetings. A majority of the meetings were only with AJCC colocated partners, discussing the cost allocation methodology to identify the proportionate share of Infrastructure Costs each colocated partner is expected to contribute, the sharing of other One-Stop System Costs amongst the colocated partners, and the consolidated budget which includes Applicable Career Services. During this time frame, additional formal and informal meetings (informational and negotiation sessions) took place. All such meetings were conducted in an open and transparent manner, with pertinent information provided to all AJCC Partners.

D. Draft MOU. Within approximately fourteen (14) business days of receipt of the draft MOU II, all AJCC Partners reviewed and returned their feedback to ETR. It was advised that each AJCC Partner also use this time to allow their respective Legal Departments to review the MOU II for legal sufficiency. All AJCC Partners were made aware of any comments, feedback and revisions that were needed.

E. Finalized Draft. ETR circulated the finalized MOU II and secured AJCC Partner's signatures within four (4) weeks of receipt. The MOU II will be considered fully executed once all signatories have reviewed and signed, and a signed copy has been returned to all Parties. If a determination has been made that an AJCC Partner is unwilling to sign the MOU II, then the KIM WDB Chair (or designee) must notify the California Workforce Development Board (CWDB) and Regional Advisor that the KIM WDB was unable to negotiate the IFA with all of the required AJCC Partners, will not submit the signed agreement by January 1, 2018, and may trigger the State Funding Mechanism.

Article VIII. Terms and Conditions

A. Partner Services:

At a minimum, Partners will make the below services available, as applicable to the program, consistent with and coordinated via the Comprehensive AJCC One-Stop Centers. Additional WIOA services may be provided on a case by case basis and with the approval of the KIM WDB.

BUSINESS SERVICES		
Consistent with and coordinated through the AJCC Network System		
Serve as a single point of contact for businesses, responding to all requests in a timely manner	Provide information and services related to Unemployment Insurance taxes and claims	Assist with disability and communication accommodations, including job coaches
Conduct outreach regarding Local workforce system's services and products	Conduct on-site Rapid Response activities regarding closures and downsizings; and Layoff aversion	Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
Provide access to labor market information	Provide customized recruitment and job applicant screening, assessment and referral services	Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers
Assist with the interpretation of labor market information	Conduct job fairs	Develop customized training opportunities to meet specific employer and/or industry cluster needs
Use of one-stop center facilities for recruiting and interviewing job applicants	Consult on human resources issues	Coordinate with employers to develop and implement layoff aversion strategies
Post job vacancies in the state labor exchange system and take and fill job orders	Provide information regarding disability awareness issues	Provide incumbent worker upgrade training through various modalities
Provide information regarding workforce development initiatives and programs	Provide information regarding assistive technology and communication accommodations	Develop, convene, or implement industry or sector partnerships

JOB SEEKER SERVICES		
Basic Career Services	Individualized Career Services	Training
Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system	Comprehensive and specialized assessments of skills levels and service needs	Occupational skills training through Individual Training Accounts (ITAs)
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs	Development of an individual employment plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals	Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
Job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment)	Referral to training services	On-the-Job Training (OJT)
Access to employment opportunity and labor market information	Group counseling	Incumbent Worker Training
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with related instruction which may include cooperative education
Information on performance of the Local workforce system	Individual counseling and career planning	Training programs operated by the private sector
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance	Skill upgrading and retraining
Information and meaningful assistance on Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training

JOB SEEKER SERVICES		
Basic Career Services	Individualized Career Services	Training
Determination of potential eligibility for workforce Partner services, programs, and referral(s)	Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training	Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training
Information and assistance in applying for financial aid for training and education programs not provided under WIOA	Post-employment follow-up services and support	Other training services as determined by the workforce partner's governing rules

YOUTH SERVICES	
Tutoring, study skills training, instruction, and evidence based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.	Alternative secondary school services, or dropout recovery services, as appropriate.
Paid and unpaid work experiences that have as a component academic and occupational education, which may include: Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.	Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.
Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.	Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.

YOUTH SERVICES	
Supportive services.	Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 mon
Follow-up services for not less than 12 months after the completion of participation, as appropriate.	Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
Financial literacy education.	Entrepreneurial skills training.
Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.	Activities that help youth prepare for and transition to postsecondary education and training.

Article IX. Resource Sharing/Infrastructure Funding

A. KIM AJCC Resource Sharing/Infrastructure Requirements.

1. WIOA 121(c)(A)(ii) requires that the funding arrangements for services and operating costs of the KIM service delivery system must be described in the MOU II.
2. The methodologies described herein must be allowable under each Partner’s respective program and under all applicable federal and state laws and regulations, including the Office of Management and Budget (OMB) Circulars applicable to each AJCC Partner’s type of organization. The MOU II is required to identify:
 - a. The shared KIM AJCC costs.
 - b. The methodologies that will be used to determine each AJCC Partner’s fair share of the KIM AJCC costs.
 - c. The methodologies that will be used to allocate each AJCC Partner’s fair share of the costs across specific cost categories.
 - d. The method(s) each AJCC Partner will use to fund its fair share of the shared costs, which may include cash contributions, contributions of staff time, equipment, and/or other resources, or in-kind contributions from a third party.
3. The colocated AJCC Partners met to discuss apportionment of infrastructure costs on a pro rata share basis and agreed upon three methodologies to

determine infrastructure costs, as follows:

- (i) Exclusive Area: Space available to and occupied exclusively by one colocated Partner;
 - (ii) Shared Area: Space available to and occupied by two or more colocated Partners; and
 - (iii) Common Area: All areas of the Property other than the space available to and occupied exclusively by one colocated Partner or space shared by two or more colocated Partners that is used for the benefit of all colocated Partners, including, but not limited to, kitchen, bathrooms, storage areas, Resource Room, computer room, passageways, hallways, and similar areas. Such an approach incorporates a reasonable, and equitable apportionment of the one-stop infrastructure costs.
4. The State is requiring each and every Comprehensive AJCC One-Stop Center to be independently and objectively evaluated to ensure that the Local Workforce Development Area (LWDA) has a network of high-quality and effective AJCCs by or before December 31, 2017. (WIOA Section 121(g)). There are two levels of AJCC certification: Baseline and Hallmarks of Excellence. The Baseline Certification is intended to ensure that the AJCC is in compliance with key WIOA statutory and regulatory requirements. The Hallmark of Excellence AJCC Certification identifies where an AJCC may be exceeding quality expectations, as well as areas where improvement is needed. The colocated AJCC Partners agree that in order to meet the Baseline Certification for each Comprehensive AJCC One Stop Center in the LWDA, colocated AJCC Partners must perform certain infrastructure purchases during fiscal year 2017-18. The infrastructure purchases for each Comprehensive AJCC One-Stop Center include and are limited to, exterior signage, assistive technology devices to ensure equal access and opportunities for individuals with disabilities, and new computers and upgrading computer software in the Resource Room. This list is not exhaustive and is intended as a guide. Additional equipment purchases identified by any of the AJCC colocated Partners will be made with the consent and approval of all of the AJCC colocated Partners.

B. Network of Comprehensive AJCCs.

1. Each AJCC Partner that carries out a program or activities within a Comprehensive AJCC One-Stop Center must use a portion of the funds available for their program and activities to help maintain the One-Stop Delivery System, including proportional payment of the Infrastructure Costs of the Comprehensive AJCC One-Stop Center.

- a. If it has been determined that a AJCC Partner is receiving a benefit from the Comprehensive AJCC One-Stop Center, the amount of funds each AJCC Partner is required to contribute must be based on their proportionate use of the Comprehensive AJCC One-Stop Center.
- b. The amount to be paid by the AJCC Partner for its proportionate share must be in compliance with the federal statute authorizing its program and Uniform Guidance.
- c. All non-colocated AJCC Partners shall pay their proportionate share of infrastructure costs as soon as sufficient data becomes available to make such a determination.
- e. WIOA emphasizes customer choice, job-driven training, provider performance, and continuous improvement. The quality and selection of providers and programs of training services is vital to achieving these core principles.
- f. The parties to this agreement recognize the many benefits to our customers in the collaboration and integration of seamless service and have participated in the development and operation of a One-Stop system doing business as the AJCC.

Article X. Roles and Responsibilities of Partners

- A. The AJCC Partners to this agreement will work closely together to ensure that all Comprehensive AJCC One-Stop Centers are high performing work places with staff who will ensure quality of service.
 - 1. All AJCC Partners to this Agreement shall comply with the following:
 - a. Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
 - b. Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
 - c. Section 504 of the Rehabilitation Act of 1973, as amended,
 - d. The Americans with Disabilities Act of 1990 (Public Law 101-336),
 - e. The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
 - f. Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based

on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,

- g. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- h. Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- i. The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- j. The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination,
- k. All amendments to each, and
- l. All requirements imposed by the regulations issued pursuant to these acts.

2. Additionally, all AJCC Partners shall:

- a. Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above,
- b. Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers,
- c. Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement,
- d. Commit to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement, and

- e. Promote system integration to the maximum extent feasible through:
 - i. Effective communication, information sharing, and collaboration with the one-stop operator,
 - ii. Joint planning, policy development, and system design processes,
 - iii. Commitment to the joint mission, vision, goals, strategies, and performance measures,
 - iv. The design and use of common intake, assessment, referral, and case management processes,
 - v. The use of common and/or linked data management systems and data sharing methods, as appropriate,
 - vi. Leveraging of resources, including other public agency and non-profit organization services,
 - vii. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
 - viii. Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

Article XI. Roles and Responsibilities of the KIM WDB

- A. The KIM WDB ensures the workforce-related needs of employers, workers, and job seekers in the KIM WDA are met, to the maximum extent possible with available resources. The KIM WDB will, at a minimum:
 - a. In collaboration and partnership with the CLEO and other applicable Partners within the planning area, develop the strategic local vision, goals, objectives, and workforce-related policies,
 - b. In cooperation with the CLEO, design and approve the AJCC Network structure. This includes, but is not limited to: adequate, sufficient, and accessible AJCC Network for all employers, workers, and job seekers,
 - c. Provide sufficient types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities),

- d. In collaboration with the CLEO, designate through a competitive process, procure, oversee, monitor, implement corrective action, and, if applicable, terminate the One-Stop Operator,
- e. Determine the role and responsibilities of the One-Stop Operator, and
- f. Review and evaluate performance of the One-Stop Operator.

Article XII. Roles and Responsibilities of the One-Stop Operator

A. The One-Stop Operator's roles and responsibilities include the following:

- 1. In conjunction with ETR's oversight and designated administrative staff at ETR, the One-Stop Operator will coordinate the implementation of negotiated Memorandums of Understanding, Phase I and II and Infrastructure Funding Agreements (IFA) with all mandated partners;
- 2. The convening and facilitation of quarterly WIOA partner meetings that focus on systems alignment, process improvement and building value added collaboration amongst system partners;
- 3. The One-Stop Operator will act as a liaison between the KIM WDB and the AJCC Partners and as such will be required to attend meetings of WDB or its Executive Committee to receive direction and to report on progress no less than four times annually; and
- 4. Any other assigned duties consistent with the WIOA and related regulations, directives, policies procedures and amendments issued pursuant thereto.

B. In accordance with WIOA, the One-Stop Operator shall not perform the following functions:

- 1. Convene system stakeholders to assist in the development of the local plan;
- 2. Prepare and submit local plans (as required under sec. 107 of WIOA);
- 3. Be responsible for oversight of itself;
- 4. Manage or significantly participate in the competitive selection process for one-stop operators;

5. Select or terminate one-stop operator, career services, and youth providers;
6. Negotiate local performance accountability measures; and
7. Develop and submit budget for activities of the Local Board in the local area.

Article XIII. Data Sharing

- A. AJCC Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once. AJCC Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws.
- B. AJCC Partners acknowledge that the execution of this MOU II, by itself, does not function to satisfy all of these requirements.
- C. All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:
 - a. Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
 - b. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
 - c. All confidential data contained in Unemployment Insurance (UI) wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
 - d. All personal information contained in Vehicle Registration (VR) records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
 - e. Customer data may be shared with other programs, for those programs' purposes, within the AJCC network only after the informed written consent of the individual has been obtained, where required.
 - f. Customer data will be kept confidential, consistent with Federal and State

privacy laws and regulations.

- g. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).
- h. All Comprehensive AJCC One-Stop Centers and AJCC Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records. Following the completion of the training, all AJCC Partner staff will be required to sign an acknowledgement verifying that he/she successfully completed the PII training.

Article XIV. Confidentiality

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU II and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU II, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the

PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Article XV. Referrals

- A. The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, AJCC Partners agree to:
1. Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners’ programs represented in the KIM WDA’s AJCC Network,
 2. Develop materials summarizing their program requirements and making them available for Partners and customers,
 3. Develop and utilize common intake, eligibility determination, assessment, and registration forms,
 4. Provide substantive referrals – in accordance with the KIM WDA Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs,
 5. Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
 6. Commit to robust and ongoing communication required for an effective referral process, and
 7. Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

Article XVI. Accessibility

Accessibility to the services provided by the Comprehensive AJCC One-Stop Centers and all AJCC Partners is essential to meeting the requirements and goals of the KIM WDB. Job seekers and businesses must be able to access all information relevant to them through visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran’s status, or on the basis of any other classification protected under

state or federal law.

- A. **Physical Accessibility.** The Comprehensive One-Stop Operator and Partners shall ensure that Comprehensive AJCC One-Stop Centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor and will meet the requirements as contained in Section 188 of the WIOA and the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016) and the Americans with Disabilities Act (ADA).
- B. **Virtual Accessibility.** The KIM WDB will work with the California Workforce Development Board (CWDB) and the Employment Development Department to ensure that job seekers and businesses have access to the same information online as they do in a physical facility through CalJOBSSM. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010 which requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information. The AJCC Partners will maintain their own web presence via a website and agree to post content about all of the other Partners on their own website as an in-kind contribution to the AJCC Network, including the locations of the Comprehensive AJCC One-Stop Centers.
- C. **Communication Accessibility.** Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All AJCC Partners agree that they will provide accommodations for individuals who have communication challenges, including, but not limited to, individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.
- D. **Programmatic Accessibility.** All AJCC Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. AJCC Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. AJCC Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All AJCC Partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all AJCC programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, the colocated AJCC Partners agree that their staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter, including an American Sign Language (ASL) interpreter will be provided in real time or, if not available, within two (2) business

days after a request is made by an AJCC Partner for any customer with a language or hearing barrier. Per current policy, the requesting AJCC Partner shall be responsible for paying for the costs associated with providing an interpreter. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices shall be available to ensure physical and programmatic accessibility within the AJCC Network. Due to the limited space in the Comprehensive AJCC One-Stop Centers, the colocated AJCC Partners agree to share in the costs of a cubicle at each Comprehensive AJCC One-Stop Center to allow the necessary privacy for people with disabilities to use certain assistive devices and equipment, including, but not limited to, Sorenson Communications' ntouch® VP2.

Article XVII. Outreach

The KIM WDB and its AJCC Partners will develop and implement a strategic outreach plan that will include, at a minimum the following:

- a. Specific steps to be taken by each partner,
- b. An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need,
- c. An outreach and recruitment plan for out-of-school youth,
- d. Sector strategies and career pathways,
- e. Connections to registered apprenticeship,
- f. Regular use of social media, and
- g. Clear objectives and expected outcomes.

Article XVIII. Non-Discrimination and Equal Opportunity

All Parties to this MOU II certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability. The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title

IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

Article XIX. Indemnification

All Parties to this MOU II recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party for the consequences of any act or omission of any third party. The Parties acknowledge the KIM WDB and Comprehensive AJCC One-Stop Operator have no responsibility and/or liability for any negligent actions of any of the other Partners' employees, agents, and/or assignees. Likewise, the Partners have no responsibility and/or liability for any negligent actions of the KIM WDB and Comprehensive AJCC One-Stop Operator's employees, agents, and/or assignees.

Article XX. Termination

This MOU II will remain in effect until the end date specified in the Effective Period as indicated in Article V above, unless:

- a. All Parties mutually agree to terminate this MOU II prior to the end date.
- b. Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU II succeeding the first fiscal period. Any party unable to perform pursuant to MOU II due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU II.
- c. WIOA is repealed or superseded by subsequent federal law.
- d. Local area designation is changed under WIOA.
- e. A party breaches any provision of this MOU II and such breach is not cured within thirty (30) days after receiving written notice from the Chair of the KIM WDB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU II by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed and agreed to by the Parties.

Any party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section below. All Parties agree that this MOU shall be reviewed annually and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

Article XXI. Comprehensive One-Stop Operating Budget

The purpose of this Article is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the KIM WDA's AJCC Comprehensive One-Stop Centers. The Parties to this MOU II agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- a. Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local WDA,
- b. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- c. Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- d. Ensures that costs are appropriately shared by the AJCC's Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintain the KIM WDA's high-standard of AJCC Network. It includes the following cost categories, as required by WIOA and its implementing regulations:

- a. Infrastructure Costs;
- b. Career Services Costs; and
- c. Shared Operating Costs and Shared Services Costs.

All costs must be included in the MOU II, allocated according to colocated Partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The Comprehensive AJCC One-Stop Centers operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All colocated Partners have negotiated in good faith and established outcomes that are reasonable and fair.

Article XXII. Infrastructure Funding Agreement

The Infrastructure Funding Agreement (IFA) must include infrastructure costs, and does include Additional Costs and Shared Operating Costs and Shared Services Costs. The colocated AJCC

Partners have negotiated the IFA for all of the Comprehensive AJCC One Stop Centers, including and limited to, Southeast-AJCC, Delano-AJCC, and Ridgecrest-AJCC, as reflected below.

The following reflects the summarized IFA between the colocated Partners for the Southeast-AJCC:

SOUTHEAST AJCC									Purchase
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole									FY2017-18
Cost Categories	Total Cost	Contributors					Value	Balance to Allocate	
		ETR	EDD	DHS	Job Corps/YouthBuild	DOR			
	Percentage	70.52%	23.93%	3.94%	1.07%	0.54%	\$/SF	\$ 1.499	
	Square Footage	22,203	7,533	1,240	337	171	31,484		
Rent	493,288	326,931	135,594	22,326	5,255	3,181	493,288	0	
Operational Costs Including Utilities/Maintenance*	387,050	206,136	85,876	11,516	3,128	1,539	308,195	78,856	
Operational costs not included in Lease/Ops Costs* split on %	78,856	55,610.18	18,867.34	3,105.73	844.06	428.29	78,856	0	
Equipment**	52,425	36,970.56	12,543.32	2,064.74	561.14	284.73	52,425	0	x
Access Technology***	46,252	32,617.77	11,066.51	1,821.65	495.08	251.21	46,252	0	
Common Identifier****	2,750	1,939.34	657.98	108.31	29.44	14.94	2,750	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	981,765	660,205	264,605	40,943	10,313	5,699	981,765	0	
Monthly Costs	81,814	55,017	22,050	3,412	859	475	81,814	0	
Total Infrastructure to Be Allocated to Colocated Partners:								\$ 981,765	

A more thorough and complete IFA for the Southeast-AJCC is attached hereto and incorporated herein as Exhibit "A".

The following reflects the summarized IFA between the colocated Partners for the Delano-AJCC:

DELANO									Purchase
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole									FY2017-18
Cost Categories	Total Cost	Contributors				Value	Balance to Allocate		
		ETR (Proteus)	EDD	DHS-- (10,185- not included) @ 50%	DOR				
	Square Footage	6831	2411	0	166	9408			
	Percentage	72.61%	25.63%	0.00%	1.76%				
Rent	118,308	61,948	46,002	-	10,359	118,308	0		
Utilities/Maintenance Ops Pd by ETR (included in Rent for EDD & DOR)	32,011	32,011	-	-	-	32,011	0		
Other Ops Paid by DHS *	16,536	-	-	16,536	-	16,536			
Equipment**	49,094	35,646	12,581	-	866	49,094	0	x	
Access Technology***	13,821	10,035	3,542	-	244	13,821	0		
Common Identifier****	6,000	4,357	1,538	-	106	6,000	0		
Totals with Total Partner Allocations & Remaining Allocation Amt	235,770	143,997	63,663	16,536	11,574	235,770	0		
Monthly	19,648	12,000	5,305	1,378	965	19,648			
Total Infrastructure to Be Allocated to Colocated Partners:								\$ 235,770	

A more thorough and complete IFA for the Delano-AJCC is attached hereto and incorporated herein as Exhibit "B".

The following reflects the summarized IFA between the colocated Partners for the presently located Ridgecrest-AJCC:

RIDGECREST--1400 N. Norma St								Purchase FY 2017-18	
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole									
		Contributors				\$/SF	\$1.068		
Cost Categories	Total Cost	ETR	EDD	DHS <small>641 Minus 177 for ETR</small>	DOR	Value	Balance to Allocate		
	Percentage	4.49%	82.09%	4.49%	8.94%	7700			
	Square Footage	345.5	6321	345.5	688				
Rent	98,722	5,141	75,313	5,141	13,127	98,722	(0)		
Utilities/Maintenance Other Ops *	83,950	3,791	83,950	-	-	83,950	0		
Equipment**	15,618	701	12,821	701	1,395	15,618	0	*	
Access Technology***	11,312	508	9,286	508	1,011	11,312	0		
Common Identifier****	1,750	79	1,437	79	156	1,750	0		
Allocations & Remaining Allocation Amt	211,352	10,219	182,807	6,428	15,690	211,352	(3,791)		
Estimated Monthly Costs	17,613	852	15,234	536	1,307	17,613			
Total Infrastructure to Be Allocated to Colocated Partners:							\$ 211,352.18		

A more thorough and complete IFA for the Ridgecrest-AJCC is attached hereto and incorporated herein as Exhibit "C".

The above matrixes incorporate the specific costs provided below:

- A. Infrastructure Costs are defined as non-personnel costs that are necessary for the general operation of the AJCC network, including, but not limited to:
- Rental of the facilities;
 - Utilities and maintenance;
 - Equipment, including assessment-related products and assistive technology for individuals with disabilities;
 - Technology to facilitate access to the AJCC, including technology used for each center's planning and outreach activities; and
 - Common identifier costs.
- B. The equipment, including assessment-related products and assistive technology for individuals with disabilities and technology to facilitate access to the AJCC, including technology used for each center's planning and outreach activities identified above as Infrastructure Costs are more thoroughly identified in the Equipment Lists for each Comprehensive AJCC One-Stop Center in the LWDA. The Equipment Lists for the Southeast-AJCC, Delano-AJCC and Ridgecrest-AJCC are attached hereto and incorporated herein as Exhibit "D", "E" and "F", respectfully.

The Marketing/Outreach Technology equipment necessary to facilitate access to the AJCC Network is attached hereto and incorporated herein as Exhibit "G".

C. All Parties to this MOU II and IFA recognize that infrastructure costs are applicable to all required colocated AJCC Partners. The non-colocated partners agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available to make such a determination. Each AJCC Partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance. The Parties

desire to have the colocated AJCC Partners pay the total infrastructure costs for the AJCC network for the first fiscal year and the colocated and non-colocated Partners will re-negotiate the partner sharing agreement a minimum of one-hundred and twenty (120) days before the 31st day of August 2018. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

- D. Shared operating costs and shared services costs may include costs of shared services that are authorized for and may be commonly provided through the one-stop Partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other one-stop Partners, and business services.
- E. Under the IFA, there are three different funding types:
 - i. Cash are funds provided to the KIM WDB or its designee by one-stop Partners, either directly or by an interagency transfer, or by a third party.
 - ii. Non-Cash are expenditures incurred by one-stop Partners on behalf of the one-stop center; and non-cash contributions or goods or services contributed by a Partner program and used by the one-stop center.
 - iii. Third-party In-kind are contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop Partner to: support the one-stop center in general; or support the proportionate share of one-stop infrastructure costs of a specific partner.
- F. Contributions for infrastructure and additional costs may be made from cash, non-cash, or third party in-kind contributions. Non-cash and third-party in kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306, 2 CFR 200.434, 34 CFR 361.715 and 34 C.F.R. 463.715.
- G. Career Services Costs align with Phase I of the Memorandum of Understanding that outlined shared customers and services and includes the costs of the provision of career services applicable to each program consistent with the Partner program's applicable Federal statutes and allocable based on cost principles of the Uniform Guidance at 2 CFR Part 200, as reflected below.

Table for Delivery of Applicable Career Services	
Kern, Inyo and Mono Workforce Development Board	
T-I Adult: <i>WIOA Title I (B) Adult</i>	Employers' Training Resource (ETR), Inyo County Health & Human Services (Inyo HHS), Mono County Social Services Department (Mono SSD), *KHSD (subgrantee of ETR)
T-I DW: <i>WIOA Title I (B) Dislocated Worker</i>	ETR, Inyo HHS, Mono SSD, *KHSD (subgrantee of ETR)
T-I Youth: <i>WIOA Title I (B) Youth</i>	ETR, Inyo HHS, Mono SSD, *KHSD (subgrantee of ETR)
T-I Job Corps: <i>WIOA Title I (C) Job Corps</i>	Cornerstone Solutions, Inc. – Job Corps Services (CSI)
T-I Native Am: <i>WIOA Title I (D) Sec 166 Native American</i>	California Indian Manpower Consortium, Inc. (CA Indian)
T-I MSFW: <i>WIOA Title I (D) Sec 167 Migrant Seasonal Farmworkers grantee</i>	ETR
T-I YouthBuild: <i>WIOA Title I (D) Sec 171 YouthBuild</i>	Foundation for Second Chances, Inc. (FFSC)
T-II AEL: <i>WIOA Title II Adult Education and Literacy grantee</i>	Kern High School District (KHSD), Delano Joint Union High School District (DJUHSD), Farmworker Institute for Education & Leadership Development (FIELD)
T-III WP: <i>WIOA Title III Wagner-Peyser</i>	Employment Development Department (EDD)
T-IV VR: <i>WIOA Vocational Rehabilitation</i>	Department of Rehabilitation (DOR)
Tech Ed: <i>Carl Perkins Career Technical Education grantee</i>	Bakersfield College (BC), Cerro Coso Community College (CCCC), Taft College (TC) and Kern Community College District (KCCD)
T-V OAA: <i>Title V Older Americans Act</i>	SER – Jobs for Progress (SER Jobs)
JVS: <i>Jobs for Veterans State grant</i>	EDD
TAA: <i>Trade Adjustment Assistance Act</i>	EDD
Comm Act: <i>Community Services Block Grant recipient</i>	Community Action Partnership of Kern (CAPK)
Housing: <i>Housing & Urban Development</i>	Housing Authority of the County of Kern (HACK)
UI: <i>Unemployment Compensation</i>	EDD
SC: <i>Second Chance grantee</i>	Latino Coalition for Community Leadership (LCCL)
TANF: <i>CalWORKS</i>	Kern County Department of Human Services (DHS), **KHSD (CalWORKS allotment)

Consolidated Budget for Delivery of Applicable Career Services

Consolidated budget for applicable career services reflecting each of the Partner's costs for the service delivery of each applicable career service, which includes all costs, including personnel, related to the administration and delivery of those services.

Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-I Job Corps	T-I Native Am	T-I MSF	T-I YouthBuild
Basic Career Services: T-I Eligibility, Initial Assess Outreach, Intake, Orient, Labor Exchange, Referrals, LMI Support Service Info, UI Info, Fin Aid Info	ETR: \$1,075,000 Mono SSD: \$23,164 Inyo HHS: \$12,463 *KHSD: \$26,372	ETR: \$940,000 Mono SSD: \$34,796 Inyo HHS: \$655.95 *KHSD: \$8,997	ETR: \$540,000 Mono SSD: \$25,291 *KHSD: \$352,472	CSI: \$83,559	CIMC: \$154,000	ETR: \$540,000	FFSC: \$5,000
Applicable Career Services	T-II AEL	T-III WP	T-IV VR	Tech Ed	T-V OAA	JVS	TAA
Basic Career Services: T-I Eligibility, Initial Assess Outreach, Intake, Orient, Labor Exchange, Referrals, LMI Support Service Info, UI Info, Fin Aid Info	FIELD: \$57,102 DJUHSD: \$76,755 KHSD: \$1,322,458	EDD: \$1,834,009	DOR: \$1,499,193	BC: \$8,750 CCCC: \$15,000 TC: \$8,750	SER Jobs: \$41,213	EDD: \$238,376	\$61,794
Applicable Career Services	Comm Act	Housing	UI	SC	TANF		
Basic Career Services: T-I Eligibility, Initial Assess Outreach, Intake, Orient, Labor Exchange, Referrals, LMI Support Service Info, UI Info, Fin Aid Info	CAPK: \$0	HACK: \$13,786	EDD-UI: DCAF=\$379 UI Direct (PSP)=\$56,828	LCCL: \$55,462	DHS: \$295,293 **KHSD: \$1,878,245		

Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-I Job Corps	T-I Native Am	T-I MSF	T-I YouthBuild
Individual Career Services: Comp Assessment, IEP, Career Plan Counsel, Short-Term Pre-Vocational, Internship/Extern/Work Experience, Financial Literacy, ESL, WF Prep	ETR: \$1,075,000 Mono SSD: \$15,442 *KHSD: \$105,489	ETR: \$1,090,000 Mono SSD: \$23,198 *KHSD: \$35,989	ETR: \$2,635,000 Mono SSD: \$16,861 *KHSD: \$1,410,289	CSI: \$55,704	CIMC: \$27,720	ETR: \$795,000	FFSC: \$5,000
Applicable Career Services	T-II AEL	T-III WP	T-IV VR	Tech Ed	T-V OAA	JVS	TAA
Individual Career Services: Comp Assessment, IEP, Career Plan Counsel, Short-Term Pre-Vocational, Internship/Extern/Work Experience, Financial Literacy, ESL, WF Prep	FIELD: \$57,102 DJUHSD: \$214,839 KHSD: \$881,640	EDD: \$323,649	DOR: \$6,792,372	BC: \$3,500 CCCC: \$30,000 TC: \$3,500	SER Jobs: \$27,476	EDD: \$42,066	EDD: \$10,905
Applicable Career Services	Comm Act	Housing	UI	SC	TANF		
Individual Career Services: Comp Assessment, IEP, Career Plan Counsel, Short-Term Pre-Vocational, Internship/Extern/Work Experience, Financial Literacy, ESL, WF Prep	CAPK: \$0.00	HACK: \$13,786	EDD: \$0.00	LCCL: \$234,218	DHS: \$4,750,000 **KHSD: \$1,878,245		

Article XXIII. Cost Reconciliation and Allocation Base Update

Initially, each colocated AJCC Partner will provide information to ETR relative to the amount it is spending on infrastructure costs and other shared costs for each Comprehensive AJCC One-Stop Center.

At a date to be determined by the CWDB, non-colocated Partners will be required to pay, in an amount to be determined, their proportionate share of infrastructure costs for each Comprehensive AJCC One-Stop Centers as sufficient data becomes available to make such a determination. All other shared costs that are necessary for the general operation of each Comprehensive AJCC One-Stop Centers may be negotiated and agreed upon by AJCC partners.

Until such time, this Article only applies to colocated Partners.

1. All AJCC Partners agree that quarterly updates will be completed in accordance with the following process:
 - A. AJCC Partners will provide ETR with the following updates no later than twenty-five (25) days after the end of each quarter, as applicable:
 - i. Quarterly cost information along with supporting documentation of actual costs, including bills, invoices, and receipts;
 - ii. All prior outreach efforts (per the last day of the last month of each fiscal quarter on September 30th, December 31st, March 31st, and June 30th) and future outreach for the next quarter; and
 - iii. Actual customer participation numbers, i.e., visits (per the last day of the last month of each fiscal quarter on September 30th, December 31st, March 31st, and June 30th) along with supporting documentation of the visits.
 - B. Upon receipt of the above information, ETR will:
 - i. Review and compare the costs and customer visit counts; and
 - ii. Retain the information for future use to determine reasonable and proportionate cost sharing.
 - C. At such time as sufficient data and information is obtained, a reasonable and allocable method will be determined and used to split the infrastructure and other costs amongst colocated and non-colocated partners.
 - D. AJCC Partners shall hold quarterly meetings to review and discuss the updated budgetary information.

2. All Parties agree that a yearly reconciliation of budgeted versus actual costs shall be completed in accordance with the following process:
 - A. The yearly reconciliation will be reviewed by the AJCC Partners after the fourth (4th) quarterly update is provided to ETR; and
 - B. Each AJCC Partner will provide ETR with a signed annual assurance from an authorized representative certifying that:
 - i. The cost information and supplemental support documentation which has been provided to ETR is accurate;
 - ii. The customer counts and visits which have been provided to ETR are accurate; and
 - iii. The occupancy level and square footage information for each AJCC Comprehensive AJCC One-Stop Center, along with any expected change which took place in the previous fiscal year or expected in the future fiscal year.
3. The AJCC Partners shall hold yearly meetings to discuss the updated yearly budget document. The AJCC Partners shall discuss, among other items, the following:
 - i. The replacement costs associated with the shared equipment being used at any of the Comprehensive AJCC One-Stop Centers;
 - ii. The sharing of maintenance costs associated with the shared equipment being used at any of the Comprehensive AJCC One-Stop Centers;
 - iii. Data to support the infrastructure costs at any of the Comprehensive AJCC One-Stop Centers; and
 - iv. Data to support the other shared costs at any of the Comprehensive AJCC One-Stop Centers.

Article XXIV. Dispute Resolution

The dispute resolution process is designed for use by the AJCC Partners when any AJCC Partner is unable to successfully reach an agreement necessary to carry out the terms and conditions of the MOU II. A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the cost reconciliation and allocation that is not easily coming to a point of resolution.

Any party to the MOU II may seek resolution under this process.

1. Parties are advised to actively attempt to resolve their difference relating to the cost

reconciliation and allocation in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.

2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the AJCC Partner seeking resolution. The AJCC Partner must send a notification to the KIM WDB Chair (or designee) and all Parties to the MOU regarding the conflict within ten (10) business days.

3. The KIM WDB Chair (or designee) shall place the dispute on the agenda of a special meeting of the KIM WDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present.

4. The decision of the Executive Committee shall be final and binding, unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.

5. The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.

6. Within ten (10) business days, the Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU II.

Article XXV. Miscellaneous Provisions

1. Non-Discrimination and Equal Opportunity. The laws and regulations listed herein do not encompass all of the laws and regulations that govern the Partners in their respective roles under this MOU. All Partners expressly agree to comply with the federal and state laws and regulations listed below.

A. Consistent with WIOA, each Partner shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment due to gender, race, color, ancestry, religion, national origin, physical disability (including HIV and AIDS), mental disability, medical condition(s), age (over 40), or marital status; nor shall any Partner deny family and medical care leave or pregnancy disability leave to employees entitled to such leave. Partners shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and their employees and applicants or employment are free from such discrimination and harassment. Partners shall comply with the provisions of Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and related, applicable regulations promulgated thereunder (Title 2, California Code of Regulations Section 7285 et seq.). Code of Regulations Section 8103 et seq. are incorporated into this MOU by reference and made a part hereof as if set forth in full.

Partners shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or other such agreement.

- B. The KIM WDB and AJCC Partners will ensure that policies and procedures established by the AJCC as the One-Stop Center, and programs and service provided by and through the One-Stop Center are in compliance with the Americans with Disabilities Act of 1990 and its amendments (ADA), which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the ADA. Additionally, Partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37, and all other regulations implementing the aforementioned laws.
- C. Each AJCC Partner agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.
- D. Each AJCC Partner agrees to comply with 29 CFR 94 and all other applicable state and federal laws pertaining to a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each Partner will make a good faith effort to ensure that none of its officers, employees, members, and subrecipient(s), and any independent contract(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

2. Severability. In the event that a provision or several provisions of this MOU II is/are unenforceable or held to be unenforceable under applicable law, this MOU II will continue in full force and effect without such provision(s) and will be enforceable in accordance with its terms.

3. Drug and Alcohol-free Workforce. All Parties to this MOU II certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

4. Certification Regarding Lobbying. All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

5. Debarment and Suspension. All Parties shall comply with the debarment and suspension

requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

6. Priority of Service. All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. AJCC Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

7. Buy American Provision. Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

8. Salary Compensation and Bonus Limitations. Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGl 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGl 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

9. Non-Assignment. Except as otherwise indicated herein, no Party may, during the term of this MOU II or any renewals or extensions of this MOU II, assign or subcontract all or any part of the MOU II without prior written consent of all other Parties.

10. Governing Law. This MOU II will be construed, interpreted, and enforced according to the laws of the State of California. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with the State of California or Federal requirements.

11. Third Parties. The AJCC Partners hereto do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.

12. Amendment and Waiver. This MOU II may be modified, altered, or revised, as necessary, by mutual consent of all of the AJCC Partners, by the issuance of a written amendment, signed and dated by the AJCC Partners. No provision of this MOU II may be waived, except for a

written document executed by the AJCC Partners. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this MOU II. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver unless stated therein.

13. Construction. The titles of the sections of this MOU II are for convenience of reference only and are not to be considered in construing this MOU II. Unless the context of this MOU II clearly requires otherwise: (a) references to be plural include the singular, the plural, and the part the whole, (b) "or" has the inclusive meaning frequently identified with the phrase "and/or," (c) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (d) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole. Any references in this MOU II to any statute, rule, regulation or agreement as it may be modified, varied, amended or supplemental from time to time.

14. Counterparts. This MOU II may be in any number of counterparts, each of which will be deemed an original, but all together will constitute one instrument.

Authority and Signature

In WITNESS THEREOF, the KERN, INYO, AND MONO WORKFORCE DEVELOPMENT BOARD and One-Stop Partners have caused this Memorandum of Understanding, Phase II to be executed by their respective officers and agents as of the day and year first above written.

APPROVED AS TO FORM
Office of County Counsel

County of Kern

By: _____
Gurujodha Khalsa, Deputy

By: _____
Zack Scrivner, Chairman, Board of Supervisors

APPROVED AND RECOMMENDED AS TO
CONTENT

Kern, Inyo, Mono Counties Workforce
Development Board

By: _____
Les W. Clark, Jr., Chair

EXHIBIT "A"

SOUTHEAST AJCC									Purchase	
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole									FY2017-18	
Cost Categories	Total Cost	Contributors					Value	Balance to Allocate		
		ETR	EDD	DHS	Job Corps/YouthBuild	DOR				
	Percentage	70.52%	23.93%	3.94%	1.07%	0.54%	\$/SF	\$	1,499	
	Square Footage	22,203	7,533	1,240	337	171	31,484			
Rent	493,288	326,931	135,594	22,326	5,255	3,181	493,288		0	
Operational Costs Including Utilities/Maintenance*	387,050	206,136	85,876	11,516	3,128	1,539	308,195		78,856	
Operational Costs not included in Lease/Ops Costs** split on %	78,856	55,610.18	18,867.34	3,105.73	844.06	428.29	78,856		0	
Equipment**	52,425	36,970.56	12,543.32	2,064.74	561.14	284.73	52,425		0	
Access Technology***	46,252	32,617.77	11,066.51	1,821.65	495.08	251.21	46,252		0	
Common Identifier****	2,750	1,939.34	657.98	108.31	29.44	14.94	2,750		0	
Totals with Total Partner Allocations & Remaining Allocation Amt	981,765	660,205	264,605	40,943	10,313	5,699	981,765		0	
Monthly Costs	81,814	55,017	22,050	3,412	859	475	81,814		0	
Total Infrastructure to Be Allocated to Colocated Partners: \$									981,765	
AJCC Infrastructure Budget										
KIM's Network of Comprehensive AJCCs										
Cost Category/Line Item	Line Item Cost Detail from Dec 2016 costs						Cost			
RENT										
Rental of Facilities ETR	Paid to County by Agency						\$	326,931		
Rental of Facilities EDD	Paid to County by Agency						\$	135,594		
Rental of Facilities DHS	Paid to County by Agency						\$	22,326		
Rental of Job Corps	Sublease from ETR						\$	5,255		
Rental of Facilities DOR	Paid to County by Agency						\$	3,181		
							Rental Cost Subtotals:	\$	493,288	
Utilities & Maintenance										
Ops for ETR	Paid to County by Agency						\$	206,136		
Ops for EDD	Paid to County by Agency						\$	85,876		
Ops for DHS	Paid to County by Agency						\$	11,516		
Ops for Job Corps	Paid to County by Agency						\$	3,128		
Ops for DOR	Paid to County by Agency						\$	1,539		
Brighthouse High-Speed Internet	Price Agreement for SEAJCC @ \$674.30/mo						\$	8,092		
Telephone Infrastructure	Annualized Telecom Charges to SEAJCC						\$	70,104		
Alarm (Monitoring)	Tel-Tec's current Price Agreement						\$	660		
							Totals not included in Ops Costs paid to County	\$	78,856	
							Utilities & Maintenance Cost Subtotals:	\$	387,050	
Equipment										
Reception & Lobby Areas	See Itemized List						\$	14,821	\$	-
Resource Room (RR) PCs	See Itemized List						\$	33,146	\$	33,146 x
Other RR Equipment	See Itemized List						\$	8,271	\$	-
Assistive Technology Devices in RR	Williams Sound, Sorenson, UbiDuo 2, Zoom Text Fusion, Dragon						\$	5,851	\$	5,851 x
Conference Rooms	See Itemized List						\$	5,349	\$	-
Classrooms	See Itemized List						\$	83,208	\$	-
Copy Room	See Itemized List						\$	-	\$	-
Licensing for PCs in Common Areas	Annual Cost of Software MS Office, Anti Virus, SQL						\$	13,428	\$	13,428 x
Phone Infrastructure	See Itemized List						\$	16,875	\$	-
							Value of Replacement Equipment:	\$	180,948	
							Estimated Cost of Equipment to be Replaced in FY2017-18	\$	52,425	
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)										
Maintenance Copiers/Printers/Equip	SEAJCC Share of Annual Costs by SF						\$	46,252		
							Technology to Facilitate Access to the AJCC	\$	46,252	
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)(See COMMON AJCC COSTS for Details)										
Signage	To be Done FY2017-18						\$	2,750	\$	2,750 x
PCs for Outreach	4 Marketing Workstations						\$	3,186	\$	-
Annual Common Identifier Costs	Corel, Adobe, Graphics, Constant Contact, PC Windows, MS Office Suite, Antivirus						\$	3,742	\$	-
							Value of Common Identifier Costs	\$	9,677	
							Current FY 2017-18 Common Identifier Subtotal:	\$	2,750	
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS										
SEAJCC										
COST CATEGORY							TOTAL COST			
Subtotal: Rental Costs							\$	493,288		
Subtotal: Utilities & Maintenance Costs							\$	387,050		
Subtotal: Equipment Costs							\$	52,425		
Subtotal: Technology to Facilitate Access Costs							\$	46,252		
Subtotal: Common Identifier Costs							\$	2,750		
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:							\$	981,765		
* Utilities & Ops to include electric, gas, water, sewer, trash, custodial, telephones, high-speed internet, contracted maintenance, contracted security, or any other similar item necessary for AJCC operations										
** Computers, including Assessment-related products, assistive technology for individuals with disabilities, copiers, fax, & other equipment used to serve all AJCC customers										
*** Technology used to facilitate access to the One-Stop Center, including technology used for the center's planning and outreach activities, cost of creation and maintenance of center website (not specific to an individual partner.										
**** Creating Signage, updating templates & materials, updating electronic resources										
^^^ AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is every 5 years; unless otherwise agreed by AJCC colocated partners.										

EXHIBIT "B"

DELANO								Purchase
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole								FY2017-18
Cost Categories	Total Cost	Contributors				\$/SF	\$1,048	
		ETR (Proteus)	EDD	DHS-- (10,185- not included) @ 50%	DOR	Value	Balance to Allocate	
		Square Footage	6831	2411	0	166	9408	
Percentage	72.61%	25.63%	0.00%	1.76%				
Rent	118,308	61,948	46,002	-	10,359	118,308	0	
Utilities/Maintenance Ops Pd by ETR (Included in Rent for EDD & DOR)	32,011	32,011	-	-	-	32,011	0	
Other Ops Paid by DHS *	16,536	-	-	16,536	-	16,536		
Equipment**	49,094	35,646	12,581	-	866	49,094	0 x	
Access Technology***	13,821	10,035	3,542	-	244	13,821	0	
Common Identifier****	6,000	4,357	1,538	-	106	6,000	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	235,770	143,997	63,663	16,536	11,574	235,770	0	
Monthly	19,648	12,000	5,305	1,378	965	19,648		
Total Infrastructure to Be Allocated to Colocated Partners: \$ 235,770								
AJCC Infrastructure Budget Delano AJCC KIM's Network of Comprehensive AJCCs								
Cost Category/Line Item	Line Item Cost Detail					Cost		
RENT								
Rental of Facilities	\$9,859 Monthly--Annualized					\$	118,308	
Rental Cost Subtotals:						\$	118,308	
Utilities & Maintenance								
Electric	Estimated based upon Delano's ETR FY2016-17 costs					\$	24,219	
Gas	Delano's Cost paid by DHS @ 50%					\$	92	
Water/Sewer	Delano's Cost paid by DHS @ 50%					\$	2,515	
Brighthouse High-Speed Internet	Price Agreement for Delano @124.34/mo					\$	1,492	
Telephone Infrastructure	Annualized Telecome Charges to Delano					\$	6,300	
Facility Maint. Contract (Janitorial)	Included in Rent					\$	-	
Alarm Monitoring	Tel-Tec's current Price Agreement @ 50%					\$	330	
Security Contract	DHS provided cost of \$2,266.60/month @ 50%					\$	13,600	
Utilities & Maintenance Cost Subtotals (Excludes DHS Paid Costs which are in Green) :						\$	32,011	
DHS paid Costs (green highlights = paid by DHS)						\$	16,536	
Equipment								
Resource Room (RR) PCs	See Itemized List					\$ 25,780	\$ 25,780	*
Other RR Equipment	See Itemized List (only chairs to be replaced in FY17-18)					\$ 19,075	\$ 3,621	*
Assistive Technology Devices in RR	Williams Sound, Sorenson, UbiDuo2, Zoom Text Fusion, Dragon					\$ 5,851	\$ 5,851	*
Conference Rooms	See Itemized List (only chairs to be replaced in FY17-18)					\$ 14,114	\$ 10,862	*
Copy Room/Hallway	See Itemized List					\$ 11,549	\$ -	
Licensing for PCs in Common Areas	Annual Cost of Software MS Office, Anti Virus, SQL					\$ 2,980	\$ 2,980	*
Phone Infrastructure	Annualized Telecome Charges to Delano					\$ 4,100	\$ -	
Value of Replacement						\$ 83,448		
Estimated Cost of Equipment to be Replaced in FY2017-18						\$	49,094	
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)								
Maintenance Copiers/Printers/Equip	Delano Share of Annual Costs by SF					\$	13,821	
						\$	13,821	
Common Identifier Costs (Local Option, if Agreed To By All Colocated Partners)(See COMMON AJCC COSTS for Details)								
Signage	To be Done FY2017-18					\$ 6,000	\$ 6,000	*
PCs for Outreach	4 Marketing Workstations					\$ 952	\$ -	
Annual Common Identifier Costs	Corel, Adobe, Graphics, Constant Contact, PC Windows, MS Office Suite, Antivirus					\$ 1,118	\$ -	
Value of Common Identifier Costs						\$ 8,070		
Current FY 2017-18 Common Identifier Subtotal:						\$	6,000	
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS								
DELANO								
COST CATEGORY						TOTAL COST		
Subtotal: Rental Costs						\$	118,308	
Subtotal: Utilities & Maintenance Costs						\$	48,547	
Subtotal: Equipment Costs						\$	49,094	
Subtotal: Marketing/Outreach Technology to Facilitate Access Costs						\$	13,821	
Subtotal: Common Identifier Costs						\$	6,000	
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:						\$	235,770	

** Utilities & Ops to include electric, gas, water, sewer, trash, custodial, telephones, high-speed internet, contracted maintenance, contracted security, & any other similar item necessary for AJCC operations

** Computers, including Assessment-related products, assistive technology for individuals with disabilities, copiers, fax, & other equipment used to serve all AJCC customers

*** Technology used to facilitate access to the One-Stop Center, including technology used for the center's planning and outreach activities, cost of creation and maintenance of center website (not specific to an individual partner).

**** Creating Signage, updating templates & materials, updating electronic resources

^^^ AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is every 5 years; unless otherwise agreed by AJCC colocated partners.

EXHIBIT "C"

RIDGECREST--1400 N. Norma St								Purchase FY 2017-18
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole								
Contributors						\$/SF	\$1.068	
Cost Categories	Total Cost	ETR	EDD	DHS 641 Minus 177 for ETR	DOR	Value	Balance to Allocate	
	Percentage	4.49%	82.09%	4.49%	8.94%	7700		
	Square Footage	345.5	6321	345.5	688			
Rent	98,722	5,141	75,313	5,141	13,127	98,722	(0)	
Utilities/Maintenance Other Ops *	83,950	3,791	83,950	-	-	83,950	0	
Equipment**	15,618	701	12,821	701	1,395	15,618	0	
Access Technology***	11,312	508	9,286	508	1,011	11,312	0	
Common Identifier****	1,750	79	1,437	79	156	1,750	0	
Allocations & Remaining Allocation Amt	211,352	10,219	182,807	6,428	15,690	211,352	(3,791)	
Estimated Monthly Costs	17,613	852	15,234	536	1,307	17,613		
Total Infrastructure to Be Allocated to Colocated Partners:							\$ 211,352.18	
AJCC Infrastructure Budget Ridgecrest AJCC KIM's Network of Comprehensive AJCCs								
Cost Category/Line Item	Line Item Cost Detail					Cost		
RENT								
Rental of Facilities	Based upon EDD Information provided May 2017					\$	98,722	
DHS	DHS Sublease with EDD					\$	10,282	
DOR Sublease	DOR Sublease with EDD					\$	13,127	
Rental Cost Subtotals:						\$	98,722	
Utilities & Maintenance								
Electric/Gas	Estimated based upon EDD Information provided May 2017					\$	21,059	
Lease Management Fees	Paid by EDD					\$	1,738	
Media Com High-Speed Internet	Paid by ETR					\$	3,791	
Telephone/Fax(Landlines)	Based upon EDD Information provided August 2017					\$	6,000	
Alarm Monitoring						\$	-	
Security Contract	Based upon EDD Information provided May 2017					\$	55,154	
Utilities & Maintenance Cost Subtotals:						\$	83,950	
Equipment								
Reception Equipment	EDD provides See Itemized List					\$ 1,596	\$ -	
Sign-In Equipment (FOB-PC-Monitor)	At Reception Desk					\$ 1,843	\$ -	
Resource Room (RR) PCs	See Itemized List					\$ 7,979	\$ 7,979	
Assistive Technology Devices in RR	Williams Sound, Sorenson, UbiDuo 2, Zoom Text Fusion, Dragon					\$ 5,851	\$ 5,851	
Copiers	Based upon EDD Information provided August 2017					\$ 2,879	\$ -	
Computer Lab PCs	See Itemized List					\$ 9,575	\$ -	
Licensing for PCs in Common Areas	Annual Cost of Software MS Office, Anti Virus					\$ 1,788	\$ 1,788	
Printers	As needed for AJCC Shared Ops					\$ 2,250	\$ -	
Value of Replacement Equipment:						\$ 33,761		
Current FY 2017-18 Common Identifier Subtotal:							\$ 15,618	
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)								
Maintenance Copiers/Printers/Equip	Ridgecrest Share of Annual Costs by SF					\$	11,312	
						\$	11,312	
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)								
Signage	Based on Location From All AJCC Costs					\$ 1,750	\$ 1,750	
PCs for Outreach	4 Marketing Workstations					\$ 952	\$ -	
Annual Common Identifier Costs	Corel, Adobe, Graphics, Constant Contact, PC Windows, MS Office Suite, Antivirus					\$ 1,118	\$ -	
Value of Common Identifier Costs						\$ 4,452		
Current FY 2017-18 Common Identifier Subtotal:							\$ 1,750	
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS								
RIDGECREST								
COST CATEGORY						TOTAL COST		
Subtotal: Rental Costs						\$	98,722	
Subtotal: Utilities & Maintenance Costs						\$	83,950	
Subtotal: Equipment Costs						\$	15,618	
Subtotal: Technology to Facilitate Access Costs						\$	11,312	
Subtotal: Common Identifier Costs						\$	1,750	
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:						\$	211,352	

* Utilities & Ops to include electric, gas, water, sewer, trash, custodial, telephones, high-speed internet, contracted maintenance, contracted security, & any other similar item necessary for AJCC operations
** Computers, including Assessment-related products, assistive technology for individuals with disabilities, copiers, fax, & other equipment used to serve all AJCC customers
*** Technology used to facilitate access to the One-Stop Center, including technology used for the center's planning and outreach activities, cost of creation and maintenance of center website (not specific to an individual partner).
**** Creating Signage, updating templates & materials, updating electronic resources
^^^ AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is every 5 years; unless otherwise agreed by AJCC colocated partners.

EXHIBIT “D”

SOUTHEAST AJCC			Total Item Cost		
EQUIPMENT COSTS			\$ 57,362.91	\$ 168,994.61	Y if Leased
1st Floor Reception/Lobby					
2	PC for FOB	ETR	\$ 1,035.83	\$ 2,071.66	
2	Monitor for FOB	ETR	\$ 289.99	\$ 579.98	
1	FOB	ETR	\$ 246.93	\$ 246.93	
2	PCs for AJCC Reception	ETR	\$ 1,035.83	\$ 2,071.66	
2	Monitors for AJCC Reception	ETR	\$ 289.99	\$ 579.98	
2	Reception Phones	ETR		\$ -	
1	TTY Phone	ETR	\$ 336.88	\$ 336.88	
1	Fax/Copier	ETR	\$ 2,687.50	\$ 2,687.50	
1	HP Printer	ETR	\$ 949.99	\$ 949.99	\$ 9,524.58
Resource Room					
25	PCs	ETR	\$ 1,035.83	\$ 25,895.75	
25	Monitors	ETR	\$ 289.99	\$ 7,249.75	
1	Navigator PC	ETR	\$ 289.99	\$ 289.99	
1	Panasonic Copier (Estimated Annual Cost)	ETR	\$ 1,096.56	\$ 1,096.56	N
1	Bizhub Copier (Annual Lease--Not counting Click Charges)	ETR	\$ 3,289.56	\$ 3,289.56	Y
1	Printer	ETR	\$ 949.99	\$ 949.99	
1	FOB	ETR	\$ 246.93	\$ 246.93	
1	Scanner	ETR	\$ 2,687.50	\$ 2,687.50	
1	Navigator Workstation Accessories	ETR	\$ 6,000.00	\$ 6,000.00	
1	Navigator PC	ETR	\$ 1,035.83	\$ 1,035.83	
4	Client Job-Search Phones	ETR		\$ -	
1	Client Direct-Connect UI Phone	ETR		\$ -	\$ 48,741.86
Classroom #1					
1	Panasonic Copier	ETR	\$ 1,096.56	\$ 1,096.56	N
1	Large Wall-Mounted Monitor	ETR	\$ 615.60	\$ 615.60	
1	PC for Wall-Mounted Monitor	ETR	\$ 1,035.83	\$ 1,035.83	
7	Client PCs	ETR	\$ 1,035.83	\$ 7,250.81	
7	Client Monitors	ETR	\$ 289.99	\$ 2,029.93	
2	HP Printers	ETR	\$ 949.99	\$ 1,899.98	
1	Large Wall-Mounted Vizio Monitor	ETR	\$ 615.60	\$ 615.60	
1	PC for Wall-Mounted Monitor	ETR	\$ 1,035.83	\$ 1,035.83	\$ 15,580.14
Classroom #2					
4	Testing PCs	ETR	\$ 1,035.83	\$ 4,143.32	
4	Testing Monitors	ETR	\$ 289.99	\$ 1,159.96	
1	Small Printer	ETR	\$ 549.99	\$ 549.99	
1	EDD Large monitor	EDD		\$ -	
1	EDD DVD	EDD		\$ -	
1	EDD Speakers	EDD		\$ -	
1	EDD PC	EDD		\$ -	
1	Overhead Projector	EDD		\$ -	\$ 5,853.27

Classroom #3						
20	Customer PCs Typing Tests/WK/WinSolutions	ETR	\$ 1,035.83	\$ 20,716.60		
20	Monitors	ETR	\$ 289.99	\$ 5,799.80		
1	Staff PC	ETR	\$ 1,035.83	\$ 1,035.83		
1	Staff Monitor	ETR	\$ 289.99	\$ 289.99		
1	FOB	ETR	\$ 246.93	\$ 246.93		
1	FOB PC	ETR	\$ 1,035.83	\$ 1,035.83		
1	FOB Monitor	ETR	\$ 289.99	\$ 289.99		
1	Sony DVD/VHS	ETR	\$ 79.47	\$ 79.47		
1	Panasonic Copier (Estimated Annual Cost)	ETR	\$ 1,096.56	\$ 1,096.56	N	
1	Magnavox TV	ETR		\$ -		
1	HP Printer	ETR	949.99	\$ 949.99		
1	Canon Copier/Fax/Scanner	ETR	\$ 2,687.50	\$ 2,687.50		\$ 34,228.49
Classroom #4						
20	Customer PCs	ETR	\$ 1,035.83	\$ 20,716.60		
20	Customer Monitors	ETR	289.99	\$ 5,799.80		
1	HP LaserJet 5475	ETR	949.99	\$ 949.99		
1	Sony DVD/VHS	ETR	79.46	\$ 79.46		
2	Phones	ETR		\$ -		\$ 27,545.85
Upstairs West Wing Lobby Area						
1	Wall-Mounted SMART TV	ETR	598.49	\$ 598.49		\$ 598.49
Room #227						
1	Conference Phone	ETR		\$ -		
1	PC	ETR	1035.83	\$ 1,035.83		
1	Web-Cam for Video Conferencing	ETR	61.99	\$ 61.99		
1	Large-Wall Mounted Samsung Monitor	ETR	1513.72	\$ 1,513.72		
1	Speakers	ETR	22.99	\$ 22.99		\$ 2,634.53
Large Conference Room						
1	PC	ETR	\$ 1,035.83	\$ 1,035.83		
1	Large Wall-Mounted Monitor	ETR	\$ 1,513.72	\$ 1,513.72		
1	VHS/DVD	ETR	79.46	\$ 79.46		
1	Speakers	ETR	22.99	\$ 22.99		
1	Web-Cam for Video Conferencing	ETR	61.99	\$ 61.99		\$ 2,713.99
2nd Floor East						
1	PC for Room Reservations	ETR	\$ 1,035.83	\$ 1,035.83		
1	Monitor for Room Reservations	ETR	289.99	\$ 289.99		\$ 1,325.82

2nd Floor West Wing Lobby					
1	PC	ETR	\$ 1,035.83	\$ 1,035.83	
1	Monitor	ETR	289.99	\$ 289.99	
1	HP Printer	ETR	949.99	\$ 949.99	
1	Panasonic Copier (Estimated Annual Cost)	ETR	\$ 1,096.56	\$ 1,096.56	
1	Digital Sender	DHS			
1	HP Printer	DHS			
1	Digital Sender	ETR			
1	Refrigerator	ETR			\$ 3,372.37
2nd Floor Copy Room West					
1	Copier/Scanner/Fax	EDD			
1	HP Printer	EDD			
1	Fax	EDD			
1	EDD Copier Scanner	EDD			0
Phone Infrastructure for 1600 E. Belle Terrace					
	BroadBand Equipment (included w/Brighthouse Costs)	Brighthouse	\$ -	\$ -	
6	Phone Switches	ETR	\$ 2,779.37	\$ 16,676.22	
1	DHCP Firewall		\$ 199.00	\$ 199.00	\$ 16,875.22

EXHIBIT "E"

DELANO				Total Item Cost		
EQUIPMENT COSTS			\$ 40,777.92	\$ 99,962.66	Y if Leased	
Reception/Lobby						
1	PC for FOB	ETR	\$ 1,305.83	\$ 1,305.83		
1	Monitor for FOB	ETR	\$ 289.99	\$ 289.99		
1	FOB	ETR	\$ 246.93	\$ 246.93		
2	PCs for AJCC Reception	ETR	\$ 1,305.83	\$ 2,611.66		
2	Monitors for AJCC Reception	ETR	\$ 289.99	\$ 579.98		
1	EDD Copier (Per Staff Breaks down & doesn't work)	EDD		\$ -		
1	DHS Copier (Per Staff Busy & used only by DHS)	DHS		\$ -		
3	DHS PCs (Used by DHS for DHS)	DHS		\$ -		
3	DHS Monitors (Used by DHS for DHS)	DHS		\$ -		
1	Large Wall Mounted Monitor (Used by DHS for DHS)	DHS		\$ -		
1	PC for Wall Mounted Monitor (Used by DHS for DHS)	DHS		\$ -		\$ 5,034.39
Resource Room						
15	PCs	ETR	\$ 1,305.83	\$ 19,587.45		
15	Monitors	ETR	\$ 289.99	\$ 4,349.85		\$ 25,780.05
1	PC For FOB	ETR	\$ 1,305.83	\$ 1,305.83		
1	Monitor for FOB	ETR	\$ 289.99	\$ 289.99		
1	FOB	ETR	\$ 246.93	\$ 246.93		
1	Navigator PC	ETR	\$ 1,305.83	\$ 1,305.83		
1	Navigator Monitor	ETR	\$ 289.99	\$ 289.99		
1	Navigator Workstation Accessories	ETR	\$ 6,000.00	\$ 6,000.00		
1	Canon Copier/Fax/Scanner	ETR	\$ 2,687.50	\$ 2,687.50		
1	HP Printer	ETR	\$ 949.99	\$ 949.99		
5	Phones	ETR	\$ 350.00	\$ 1,750.00		
1	TTY	ETR	\$ 336.88	\$ 336.88		
1	Desktop Scanner	ETR	\$ 2,133.60	\$ 2,133.60		
16	Chairs	ETR	\$ 226.30	\$ 3,620.76		\$ 44,854.60
Classroom						
12	PCs	ETR	\$ 1,305.83	\$ 15,669.96		
12	Monitors	ETR	\$ 289.99	\$ 3,479.88		
1	Staff PC	ETR	\$ 1,305.83	\$ 1,305.83		
1	Staff Monitor	ETR	\$ 289.99	\$ 289.99		
1	HP LaserPrint	ETR	\$ 949.99	\$ 949.99		
12	Chairs	ETR	\$ 226.30	\$ 2,715.57		\$ 24,411.22
Behind Reception						
1	Canon FAX (Per Staff used for Clients)	ETR	\$ 2,687.50	\$ 2,687.50		
1	HP Printer used by Reception Staff	ETR	\$ 949.99	\$ 949.99		
Copy Room						
1	HP Printer	ETR	\$ 949.99	\$ 949.99		
1	Shredder	ETR		\$ -		
1	Panasonic Copier (Estimated Annual Cost)	ETR	\$ 1,096.56	\$ 1,096.56	N	
1	Bizhub Copier (Annual Lease--Not counting Click Charges)	ETR	\$ 3,289.56	\$ 3,289.56	Y	
	Plus Click Charges (.012 BW & .068 Color)	ETR		\$ -		\$ 8,973.60
Conference Room #1						
1	Large Wall Mounted Monitor	ETR	\$ 589.99	\$ 589.99		
1	PC	ETR	\$ 1,035.83	\$ 1,035.83		
24	Chairs	ETR	\$ 226.30	\$ 5,431.14		\$ 7,056.96
Conference Romm #2						
1	Large Wall Mounted Monitor	ETR	\$ 589.99	\$ 589.99		
1	PC	ETR	\$ 1,035.83	\$ 1,035.83		
24	Chairs	ETR	\$ 226.30	\$ 5,431.14		\$ 7,056.96
Hallway						
1	Fax Machine	EDD		\$ -		
1	HP Printer	ETR	949.99	\$ 949.99		
1	Industrial Shredder	ETR	1624.94	\$ 1,624.94		\$ 2,574.93

EXHIBIT "F"

RIDGECREST--1400 Norma St				Total Item Cost		
Equipment List Supplied by EDD--Does not include ETR or EDD Staff C				\$ 9,509.31	\$ 23,871.69	Y if Leased
Reception/Lobby/Resource Room						
1 PC for FOB	ETR	\$ 1,305.83	\$ 1,305.83			
1 Monitor for FOB	ETR	\$ 289.99	\$ 289.99			
1 FOB	ETR	\$ 246.93	\$ 246.93	\$ 1,842.75		
1 PCs for AJCC Reception	EDD	\$ 1,305.83	\$ 1,305.83			
1 Monitors for AJCC Reception	EDD	\$ 289.99	\$ 289.99	\$ 1,595.82		
6 PCs Computer Lab	ETR	\$ 1,305.83	\$ 7,834.98			
6 Monitors for Computer Lab	ETR	\$ 289.99	\$ 1,739.94	\$ 9,574.92		
5 PCs Resource Room	ETR	\$ 1,305.83	\$ 6,529.15			
5 Monitors for Resource Room	ETR	\$ 289.99	\$ 1,449.95	\$ 7,979.10		
1 Copier	DHS	\$ 1,439.55	\$ 1,439.55			
1 EDD Copier	EDD	\$ 1,439.55	\$ 1,439.55			
					\$ 23,871.69	

EXHIBIT "G"

Locations for Services, Square Footage & Corresponding Percentages			Total AJCC SF & Corresponding Percentages							
			TTL SF	61,657	31,484	9,408	7,700	166	880	8,683
			Comprehensive			Affiliate and Specialized				
			SE AJC	Delano AJC	Ridgecrest AJC	Taft AJC	Lake Isabella AJC	Oildale AJC	BTW Center	
Marketing/Outreach Technology to Facilitate Access to the AJCC			51.06%	15.26%	12.49%	0.27%	1.43%	14.08%	5.41%	
see attached itemized cost of equipment (note: these costs are maintenance & operational costs)										
Xerox Copier & Outreach Equipment Maintenance Costs	Large Color Production Copier (Average re: 25k/month)	\$ 26,808	13,689	4,090	3,348	72	383	3,775	1,450	
Marketing Equipment (Folder, Cutter, Laminator, etc)	Folder, Laminator & Cutter @\$5k (Annual Maintenance)	\$ 5,000	2,553	763	624	13	71	704	271	
Large Color Sign Printer	Approximately \$1k (Annual Maintenance)	\$ 1,000	511	153	125	3	14	141	54	
B&W High Capacity Production Copier	Approximate 100k-150k copies annually	\$ 2,000	1,021	305	250	5	29	282	108	
Cost of creation & maintenance of a center Website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services (Does not include data systems or case management systems specific to individual program partners.)	ITS Website Maintenance Charges at \$10,821.60/FY 2015-16 shared amongst 6 AJCC locations based on AJCC Traffic & then to be shared amongst partners	\$ 10,822	5,526	1,651	1,351	29	154	1,524	586	
IT Contracted WAN Support & Equipment Maintenance	ITS Charges for Phone Equipment and WAN Support Based on FY 2015-16	\$ 40,971	20,921	6,252	5,117	110	585	5,770	2,217	
Cost of maintenance of a center's IT-Infrastructure and operations that provides outreach to customers by providing IT support to AJCC services and/or provides direct service access to AJCC services (Does not include data systems or case management systems specific to individual management systems)	ITS Infrastructure Maintenance Charges which support ETR IT staff 6 AJCC locations (SEAJCC, Delano, Ridgecrest, Lake Isabella, BTW Center, & Oildale) 10 PCs & Other Routers, Switches, Etc. & 1 license of WinServer for DHCP (\$131.30)Phones (Does not include Equipment Costs, only estimates as to connectivity and operations)	\$ 2,398	1,224	366	299	6	34	338	130	
Braile PC- & Monitor	100% for AJCC-Office Suite &AV Software included (Braille Software ??)	\$ 1,580	807	241	197	4	23	223	86	
Technology to Facilitate Access to the AJCC			\$ 90,578	46,252	13,821	11,312	244	1,293	12,756	4,901
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)										
Creating New AJCC Signage--SEAJCC	Estimated Cost \$2500-\$3000 (AJCC Window Graphic & Pylon sign change)	\$ 2,750	2,750	-	-	-	-	-	-	
Creating New AJCC Signage--Ridgecrest	Estimated Cost \$1500-\$2000 (AJCC Window Graphic & Pylon sign change)	\$ 1,750	-	-	1,750	-	-	-	-	
Creating New AJCC Signage--Delano	Estimated Cost \$2000-\$2500 (AJCC Window Graphic & Pylon sign change)	\$ 6,000	-	6,000	-	-	-	-	-	
Updating Templates & Materials	Estimated Currently In-House	\$ -	-	-	-	-	-	-	-	
Outreach PC- & Monitor	90% of --4 Workstations	\$ 6,239	3,186	952	779	17	89	879	338	
Outreach Software	90% of Activity is used for AJCC Annual Cost Corel (3x\$198), Adobe (4x\$839.88), Graphics (\$2388), Constant Contact (\$969) PLUS Annual Cost of PC WindowsOS/MS Suite/Office365/AV for 4	\$ 7,328	3,742	1,118	915	20	105	1,032	396	
Updating Electronic Resources	Estimated Currently In-House	\$ -	-	-	-	-	-	-	-	
Common Identifier Subtotal:			\$ 24,066	9,677	8,070	3,444	37	194	1,910	734
			SE AJC	Delano AJC	Ridgecrest AJC	Taft AJC	Lake Isabella AJC	Oildale AJC	Oildale AJC	

Partner Signatures

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

EMPLOYERS' TRAINING RESOURCE

In addition to the agreement identified in the main body of this Memorandum of Understanding Phase II (MOU Phase II), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU Phase II.

Mandated Partner contact information:

- 1. Mandated Partner:** Employers' Training Resource
- 2. Mandated Partner Contact Person:** Teresa Hitchcock, Assistant County Administrative Officer
- 3. Mandated Partner Address:** 1600 E. Belle Terrace, Bakersfield, CA 93307
- 4. Phone Number:** (661) 336-6972
- 5. Email Address:** hitchcockt@kerncounty.com

Mandated Partner Federal Funding Streams for WIOA Partnership: (i) WIOA title I (B) Adult, Dislocated Worker, and Youth Programs; and (ii) National Farmworker Jobs Program, (NFJP) 2, WIOA Sec. 167

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU Phase II, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on January 1, 2018, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Employers' Training Resource

By: Teresa Hitchcock
Assistant County Administrative Officer

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

EMPLOYMENT DEVELOPMENT DEPARTMENT

In addition to the agreement identified in the main body of this Memorandum of Understanding Phase II (MOU Phase II), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU Phase II.

Mandated Partner contact information:

1. **Mandated Partner:** Employment Development Department
2. **Mandated Partner Contact Person:** Shelly Tarver, Deputy Division Chief, Central Valley Region, EDD Southern Workforce Services Division
3. **Mandated Partner Address:** 1600 E. Belle Terrace, Bakersfield, CA 93307
4. **Phone Number:** (661) 635-2608
5. **Email Address:** starver@edd.ca.gov

Mandated Partner Federal Funding Streams for WIOA Partnership: (i) Wagner-Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by Title III of WIOA, also providing the state's public labor exchange; (ii) Trade Adjustment Assistance (TAA), authorized under chapter 2 of Title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); and (iii) Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of Title 38, U.S.C.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU Phase II, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on January 1, 2018, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Employment Development Department

By: Shelly Tarver, Deputy Division
Chief, Central Valley Region, EDD
Southern Workforce Services Division

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

KERN COUNTY DEPARTMENT OF HUMAN SERVICES

In addition to the agreement identified in the main body of this Memorandum of Understanding Phase II (MOU Phase II), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU Phase II.

Mandated Partner contact information:

1. **Mandated Partner:** Kern County Department of Human Services
2. **Mandated Partner Contact Person:** Dena Murphy, Director
3. **Mandated Partner Address:** 100 E. California Avenue, Bakersfield, CA 93307
4. **Phone Number:** (661) 631-6550
5. **Email Address:** murphyd@kerndhs.com

Mandated Partner Federal Funding Streams for WIOA Partnership: Temporary Assistance for Needy Families (TANF), authorized under part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.).

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU Phase II, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on January 1, 2018, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Kern County Department of Human Services

By: Dena Murphy, Director

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

CALIFORNIA DEPARTMENT OF REHABILITATION

In addition to the agreement identified in the main body of this Memorandum of Understanding Phase II (MOU Phase II), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU Phase II.

Mandated Partner contact information:

1. **Mandated Partner:** California Department of Rehabilitation
2. **Mandated Partner Contact Person:** Araceli Holland, SSMII-District Administrator, Department of Rehabilitation, San Joaquin Valley District
3. **Mandated Partner Address:** 2550 Mariposa Mall, Room 2000, Fresno, California 93721
4. **Phone Number:** (661) 395-2531
5. **Email Address:** araceli.holland@dor.ca.gov

Mandated Partner Federal Funding Streams for WIOA Partnership: State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by Title IV of WIOA.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU Phase II, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on January 1, 2018. In addition, the authorized representative of the partner listed below agrees that when data becomes available to determine the AJCC benefit to the non-located partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

California Department of Rehabilitation

By: Araceli Holland, SSMII-District
Administrator, Department of Rehabilitation,
San Joaquin Valley District

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

CORNERSTONE SOLUTIONS, INC.

In addition to the agreement identified in the main body of this Memorandum of Understanding Phase II (MOU Phase II), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU Phase II.

Mandated Partner contact information:

1. **Mandated Partner:** Cornerstone Solutions, Inc.
2. **Mandated Partner Contact Person:** Ronald Jones, CEO
3. **Mandated Partner Address:** 1526 East Forrest Avenue, Suite 280, Jefferson Station East Point, GA 30344
4. **Phone Number:** (404) 961-7399
5. **Email Address:** rjones@csiteamonline.com

Mandated Partner Federal Funding Streams for WIOA Partnership: Job Corps, WIOA Title I, Subtitle C

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU Phase II, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on January 1, 2018, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Cornerstone Solutions, Inc.

By: Ronald Jones, CEO

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

FOUNDATION FOR SECOND CHANCES, INC.

In addition to the agreement identified in the main body of this Memorandum of Understanding Phase II (MOU Phase II), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU Phase II.

Mandated Partner contact information:

1. **Mandated Partner:** Foundation for Second Chances, Inc.
2. **Mandated Partner Contact Person:** Melissa Wyatt, Executive Director
3. **Mandated Partner Address:** 3734 West Slauson Avenue, Los Angeles, CA 90043
4. **Phone Number:** (213) 627-1745, ext. 202
5. **Email Address:** melissawyatt@ffscinc.org

Mandated Partner Federal Funding Streams for WIOA Partnership: YouthBuild WIOA Section 171 (29 USC 3226).

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU Phase II, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on January 1, 2018, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Foundation for Second Chances, Inc.

By: Melissa Wyatt, Executive Director

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

CERRO COSO COMMUNITY COLLEGE

In addition to the agreement identified in the main body of this Memorandum of Understanding Phase II (MOU Phase II), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU Phase II.

Mandated Partner contact information:

1. **Mandated Partner:** Cerro Coso Community College
2. **Mandated Partner Contact Person:** Jill Board, President
3. **Mandated Partner Address:** 3000 College Heights Boulevard, Ridgecrest, CA 93555
4. **Phone Number:** (760) 384-6100
5. **Email Address:** jboard@cerrocoso.edu

Mandated Partner Federal Funding Streams for WIOA Partnership: Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 20 U.S.C. 2301 et seq.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU Phase II, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on January 1, 2018, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Cerro Coso Community College

By: Jill Board, President

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

BAKERSFIELD COLLEGE

In addition to the agreement identified in the main body of this Memorandum of Understanding Phase II (MOU Phase II), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU Phase II.

Mandated Partner contact information:

1. **Mandated Partner:** Bakersfield College
2. **Mandated Partner Contact Person:** Sonya Christian, President
3. **Mandated Partner Address:** 1801 Panorama Drive, Bakersfield, CA 93306
4. **Phone Number:** (661) 395-4011
5. **Email Address:** Sonya.christian@bakersfieldcollege.edu

Mandated Partner Federal Funding Streams for WIOA Partnership: Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 20 U.S.C. 2301 et seq.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU Phase II, including the terms prescribed in the sharing of the infrastructure and other shared under the Workforce Innovation and Opportunity Act commencing on January 1, 2018, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Bakersfield College

By: Sonya Christian, President

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

KERN COMMUNITY COLLEGE DISTRICT

In addition to the agreement identified in the main body of this Memorandum of Understanding Phase II (MOU Phase II), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU Phase II.

Mandated Partner contact information:

- 1. Mandated Partner:** Kern Community College District
- 2. Mandated Partner Contact Person:** John Means, Associate Chancellor, Economic and Workforce Development
- 3. Mandated Partner Address:** 2100 Chester Avenue, Bakersfield, CA 93301
- 4. Phone Number:** (661) 336-5036
- 5. Email Address:** jmeans@kccd.edu

Mandated Partner Federal Funding Streams for WIOA Partnership: Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 20 U.S.C. 2301 et seq.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU Phase II, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on January 1, 2018, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Kern Community College District

By: John Means, Associate Chancellor,
Economic and Workforce Development

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

TAFT COLLEGE

In addition to the agreement identified in the main body of this Memorandum of Understanding Phase II (MOU Phase II), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU Phase II.

Mandated Partner contact information:

1. **Mandated Partner:** Taft College
2. **Mandated Partner Contact Person:** Dr. Debra Daniels, Superintendent/President
3. **Mandated Partner Address:** 29 Cougar Court, Taft, CA 93268
4. **Phone Number:** (661) 763-7710
5. **Email Address:** ddaniels@taftcollege.edu

Mandated Partner Federal Funding Streams for WIOA Partnership: Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 20 U.S.C. 2301 et seq.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU Phase II, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on January 1, 2018, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Bakersfield College

By: Dr. Debra Daniels,
Superintendent/President

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

KERN HIGH SCHOOL DISTRICT

In addition to the agreement identified in the main body of this Memorandum of Understanding Phase II (MOU Phase II), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU Phase II.

Mandated Partner contact information:

1. **Mandated Partner:** Kern High School District
2. **Mandated Partner Contact Person:** Dean McGee, Assistant Superintendent
3. **Mandated Partner Address:** 5801 Sundale Avenue, Bakersfield, CA 93309
4. **Phone Number:** (661) 827-3100
5. **Email Address:** dmcgee@khsd.k12.ca.us

Mandated Partner Federal Funding Streams for WIOA Partnership: WIOA title II Adult Education and Family Literacy Act (AEFLA) program.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU Phase II, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on January 1, 2018, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Kern High School District

By: Dean McGee, Assistant
Superintendent

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

EMPLOYMENT DEVELOPMENT DEPARTMENT – UNEMPLOYMENT INSURANCE

In addition to the agreement identified in the main body of this Memorandum of Understanding Phase II (MOU Phase II), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU Phase II.

Mandated Partner contact information:

1. **Mandated Partner:** Employment Development Department – Unemployment Insurance
2. **Mandated Partner Contact Person:** Maria Chuayiuso, Employment Development Administrator
3. **Mandated Partner Address:** 7000 Village Drive, Ste. 110, Buena Park, CA 90621
4. **Phone Number:** (714) 279-7109
5. **Email Address:** maria.chuayiuso@edd.ca.us

Mandated Partner Federal Funding Streams for WIOA Partnership: Unemployment Insurance (UI) programs under state unemployment compensation laws.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU Phase II, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on January 1, 2018, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Employment Development Department
Unemployment Insurance

By: Maria Chuayiuso,
Employment Development Administrator

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

COMMUNITY ACTION PARTNERSHIP OF KERN

In addition to the agreement identified in the main body of this Memorandum of Understanding Phase II (MOU Phase II), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU Phase II.

Mandated Partner contact information:

1. **Mandated Partner:** Community Action Partnership of Kern
2. **Mandated Partner Contact Person:** Jeremy Tobias, Executive Director
3. **Mandated Partner Address:** 5005 Business Park North, Bakersfield, CA 93309
4. **Phone Number:** (661) 336-5236
5. **Email Address:** jtobias@capk.org

Mandated Partner Federal Funding Streams for WIOA Partnership: Employment and training activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.).

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU Phase II, including the terms prescribed in the sharing of the infrastructure and other shared under the Workforce Innovation and Opportunity Act commencing on January 1, 2018, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Community Action Partnership of Kern

By: Jeremy Tobias, Executive Director

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

SER – JOBS FOR PROGRESS, INC.

In addition to the agreement identified in the main body of this Memorandum of Understanding Phase II (MOU Phase II), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU Phase II.

Mandated Partner contact information:

1. **Mandated Partner:** SER – Jobs for Progress, Inc.
2. **Mandated Partner Contact Person:** Rebecca Mendibles, President/CEO
3. **Mandated Partner Address:** 255 N. Fulton Avenue, Suite 106, Fresno, CA 93701
4. **Phone Number:** (559) 452-0881
5. **Email Address:** becki.m@sercalifornia.org

Mandated Partner Federal Funding Streams for WIOA Partnership: Senior Community Service Employment Program (SCSEP), authorized by title V of Older Americans Act of 1965 (42 U.S.C. 3056 et seq.).

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU Phase II, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on January 1, 2018, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

SER – Jobs for Progress, Inc.

By: Rebecca Mendibles, President/CEO

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

CALIFORNIA INDIAN MANPOWER CONSORTIUM, INC.

In addition to the agreement identified in the main body of this Memorandum of Understanding Phase II (MOU Phase II), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU Phase II.

Mandated Partner contact information:

1. **Mandated Partner:** California Indian Manpower Consortium, Inc.
2. **Mandated Partner Contact Person:** Eric Cooper, Field Office Supervisor
3. **Mandated Partner Address:** 738 North Market Boulevard, Sacramento, CA 95834
4. **Phone Number:** (916) 920-0285
5. **Email Address:** ericc@cimcinc.com

Mandated Partner Federal Funding Streams for WIOA Partnership: Indian and Native American Programs (INA), WIOA sec. 166, 29 USC 3221.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU Phase II, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on January 1, 2018, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

California Indian Manpower Consortium, Inc.

By: Eric Cooper, Field Office Supervisor

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

DELANO JOINT UNION HIGH SCHOOL DISTRICT

In addition to the agreement identified in the main body of this Memorandum of Understanding Phase II (MOU Phase II), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU Phase II.

Mandated Partner contact information:

1. **Mandated Partner:** Delano Joint Union High School District
2. **Mandated Partner Contact Person:** Terri Nuckols, Superintendent
3. **Mandated Partner Address:** 1720 Norwalk Street, Delano, CA 93215
4. **Phone Number:** (661) 720-4101
5. **Email Address:** tnuckols@djuhsd.org

Mandated Partner Federal Funding Streams for WIOA Partnership: WIOA title II Adult Education and Family Literacy Act (AEFLA) program.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU Phase II, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on January 1, 2018, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Delano Joint Union High School District

By: Terri Nuckols, Superintendent

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

FARMWORKER INSTITUTE FOR EDUCATION & LEADERSHIP DEVELOPMENT

In addition to the agreement identified in the main body of this Memorandum of Understanding Phase II (MOU Phase II), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU Phase II.

Mandated Partner contact information:

1. **Mandated Partner:** Farmworker Institute for Education & Leadership Development
2. **Mandated Partner Contact Person:** David Villarino, President/CEO
3. **Mandated Partner Address:** 410 West J Street, Suite A, Tehachapi, CA 93561
4. **Phone Number:** (661) 972-8485
5. **Email Address:** davidv@fieldinstitute.org

Mandated Partner Federal Funding Streams for WIOA Partnership: WIOA title II Adult Education and Family Literacy Act (AEFLA) program.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU Phase II, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on January 1, 2018, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Farmworker Institute for Education
& Leadership Development

By: David Villarino, President/CEO

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

LATINO COALITION FOR COMMUNITY LEADERSHIP

In addition to the agreement identified in the main body of this Memorandum of Understanding Phase II (MOU Phase II), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU Phase II.

Mandated Partner contact information:

1. **Mandated Partner:** Latino Coalition for Community Leadership
2. **Mandated Partner Contact Person:** Richard R. Ramos, Executive Director
3. **Mandated Partner Address:** 970 Village Lane, Santa Barbara, CA 93110
4. **Phone Number:** (805) 331-0902
5. **Email Address:** rramos@latinocoalition.org

Mandated Partner Federal Funding Streams for WIOA Partnership: Reentry Employment Opportunities (REO) programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU Phase II, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on January 1, 2018, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Latino Coalition for Community Leadership

By: Richard R. Ramos, Executive Director

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

INYO COUNTY HEALTH AND HUMAN SERVICES

In addition to the agreement identified in the main body of this Memorandum of Understanding Phase II (MOU Phase II), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU Phase II.

Mandated Partner contact information:

1. **Mandated Partner:** Inyo County Department of Health and Human Services
2. **Mandated Partner Contact Person:** Marilyn Mann, HHS Acting Director
3. **Mandated Partner Address:** 163 May Street, Bishop, CA 93514
4. **Phone Number:** (760) 873-3305
5. **Email Address:** mmann@inyocounty.us

Mandated Partner Federal Funding Streams for WIOA Partnership: WIOA Title I (B) Adult and Dislocated Worker Programs.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU Phase II, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on January 1, 2018, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Inyo County Department of Health and
Human Services

By: Marilyn Mann, HHS Acting Director

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

MONO COUNTY SOCIAL SERVICES DEPARTMENT

In addition to the agreement identified in the main body of this Memorandum of Understanding Phase II (MOU Phase II), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU Phase II.

Mandated Partner contact information:

1. **Mandated Partner:** Mono County Social Services Department
2. **Mandated Partner Contact Person:** Kathryn Peterson, Director
3. **Mandated Partner Address:** 452 Mammoth Road, Suite 305, Mammoth Lakes, CA 93546
4. **Phone Number:** (760) 924-1763
5. **Email Address:** kpeterson@mono.ca.gov

Mandated Partner Federal Funding Streams for WIOA Partnership: WIOA Title I (B) Adult, Dislocated Worker, and Youth Programs.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU Phase II, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on January 1, 2018, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Mono County Social Services Department

By: Kathryn Peterson, Director

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

HOUSING AUTHORITY OF THE COUNTY OF KERN

In addition to the agreement identified in the main body of this Memorandum of Understanding Phase II (MOU Phase II), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU Phase II.

Mandated Partner contact information:

1. **Mandated Partner:** Housing Authority of the County of Kern
2. **Mandated Partner Contact Person:** Stephen Pelz, Executive Director
3. **Mandated Partner Address:** 601 24th Street, Bakersfield, CA 93301
4. **Phone Number:** (661) 631-8500
5. **Email Address:** spelz@kernha.org

Mandated Partner Federal Funding Streams for WIOA Partnership: Housing & Urban Development.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU Phase II, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on January 1, 2018, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Housing Authority of the County of Kern

By: Stephen Pelz, Executive Director

Date



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 3, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Reappointment of Richard
Liebersbach to Assessment Appeals
Board

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Richard Liebersbach has been a member of the Assessment Appeals Board since 2005. His current term expired on August 31, 2017.

RECOMMENDED ACTION:

Reappoint Richard Liebersbach to the Assessment Appeals Board for a three-year term, effective September 1, 2017 through August 31, 2020.

FISCAL IMPACT:

None.

CONTACT NAME: Helen Nunn

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report

History

Time	Who	Approval
9/27/2017 6:54 PM	County Administrative Office	Yes
9/26/2017 1:04 PM	County Counsel	Yes

9/27/2017 5:14 PM

Finance

Yes



CLERK-RECORDER-REGISTRAR COUNTY OF MONO

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

Shannon Kendall
Clerk-Recorder-Registrar
skendall@mono.ca.gov

Helen Nunn
Assistant Clerk-Recorder-Registrar
hunn@mono.ca.gov

To: Honorable Board of Supervisors

From: Helen Nunn, Assistant Clerk of Assessment Appeals Board

Date: October 03, 2017

Subject

Reappointment of Richard Liebersbach to the Mono County Assessment Appeals Board

Recommendation

Approve reappointment of Richard Liebersbach.

Discussion

Mr. Liebersbach's current three-year term on the Assessment Appeals Board expired on August 31, 2017. He has been a capable and reliable member of the Board, and is willing to serve another three-year term. There is not a limit on the number of terms a person may serve.

Per Mono County Code, section 3.52.040(C), the Board of Supervisors shall appoint members of the Assessment Appeals Board upon the expiration of any term or the occurrence of a vacancy.

Fiscal Impact

None



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 3, 2017

Departments: CAO

TIME REQUIRED 1 hour (30 minute presentation, 30 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Tony Dublino

SUBJECT Conway Ranch Update and Grazing Request for Proposals

AGENDA DESCRIPTION:

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

Presentation by Tony Dublino regarding Conway Ranch.

RECOMMENDED ACTION:

Receive update and consider issuance of grazing request for proposals. Provide any desired direction to staff.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5415 / tdublino@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Draft cattle grazing RFP
Example RFP 1
Example RFP 2

History

Time	Who	Approval
9/27/2017 6:52 PM	County Administrative Office	Yes

9/28/2017 10:13 AM

County Counsel

Yes

9/27/2017 6:20 PM

Finance

Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5410 • FAX (760) 932-5411

Leslie L. Chapman
County Administrative Officer

Tony Dublino
Assistant County Administrative Officer

Date: October 3, 2017
To: Honorable Board of Supervisors
From: Tony Dublino, Assistant CAO
Subject: Conway Ranch Update and Grazing Request for Proposals

Recommended Action:

- 1. Approve Distribution of Grazing RFP in substantial conformance with draft, or as amended.**

Fiscal Impact: None at this time.

Discussion:

Grazing RFP

In early 2017, the Board directed staff to distribute a request for letters of interest from grazing operators that may be interested in a grazing license on Conway Ranch. 7 letters were received, including 5 from cattle operators.

The letters provided details on various ways that Conway Ranch could be grazed, with varying types of livestock, numbers of livestock, and environmental controls. The concepts provided the Board with a range of alternatives to consider as it deliberated the topic of the day, which was the future of sheep grazing on the Ranch. In the end, the Board decided to cease sheep grazing but left the opportunity for cattle grazing open.

Grazing cattle on Conway Ranch could be beneficial for several reasons: It could consume and control the vegetative resources (feed) that irrigation generates, instead of having those resources turn into wildfire fuel or thatch. It could provide irrigation services which are now being handled by County staff and subsidized by the General Fund. It could maintain the historic values of the Ranch, and provide a revenue stream to offset other costs of maintaining the Ranch.

There is potential for negative impacts as well: impacts to riparian areas and water quality are possible, but could be mitigated through appropriate fencing. The need for fencing the rest of the property to contain the livestock could create impacts to visual quality, migration corridors and cause habitat fragmentation. There is also a potential for increased sage grouse strikes and impacts to public access and recreation during the time that livestock are on the land. Each of these and other environmental concerns would have to be addressed and mitigated to the extent possible during the environmental review process, and prior to any Board decision to enter into a grazing lease.

Staff recommends the distribution of a conservation-focused Request for Proposals, in substantial conformance with the attached draft. The RFP is intended to generate interest from cattle operators who want to partner with the County to not only feed their livestock, but to preserve and enhance the conservation values of the ranch. It is staff's opinion that the right partner with the right management approach could implement a sustainable and environmentally beneficial cattle grazing operation that the citizens of Mono County could be proud of.

In addition to the draft RFP for Conway and Mattly Ranch, there are two examples of recent grazing RFPs that have been distributed by public agencies in today's Board packet. They illustrate the wide range of options the County has in distributing a grazing RFP—one is very simple and straightforward, the other is far more robust and includes great amount detail. The proposed draft lies somewhere in between.

The distribution of an RFP is timely because environmental review and final board decision whether to enter a lease will take time. Additionally, it is already known that fencing will be a significant infrastructure need in order to graze cattle on Conway Ranch, and it will take a grazing operator several weeks if not months to install the necessary fencing. The earlier an operator can plan for that effort, the better. The intent would be to provide an opportunity to approve a lease and complete necessary improvements prior to the 2018 grazing season.

Future Management Options for Conway Ranch

At the June 20, 2017 Board meeting, staff provided a summary of available management options for Conway Ranch. There were effectively only 2 options: selling Conway Ranch, or investing in long-term management of Conway Ranch.

Staff has continued to seek details from CA State Parks on the question of transfer of ownership of Conway Ranch. There appears to be a path forward for the County transfer ownership of the Ranch – the question is what kind of agency or entity would be allowed to acquire it.

On June 20, staff recommended that the County pursue the option of selling the Ranch, or transferring title to another entity. The reasoning provided at the time was based on the belief that another agency or entity may be better suited to manage the ranch, with more appropriate staffing and resources.

Staff maintains this belief, but it is clear that selling Conway Ranch is not likely to be a short process. Provided the delays in obtaining initial direction from grantors on who the County could sell the property to, it does not seem likely that the actual approval from the grantors and the Land Trust would occur quickly. It is a process that could take years, and for that reason staff believes it is appropriate to seek a grazing operator who can utilize the property, and alleviate some of the current investments of time and resources that the County is having to make at this time.

If you have any questions regarding this item, please contact me at (760) 932-5415.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Tony Dublino". The signature is written in a cursive, flowing style.

Tony Dublino
Assistant CAO

County of Mono



PO Box 457
Bridgeport, CA 93517



REQUEST FOR PROPOSALS for CATTLE GRAZING ON CONWAY AND MATTLY RANCH

OCTOBER 3, 2017

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GENERAL INFORMATION

Introduction

The County of Mono is seeking proposals from qualified individuals to provide resource management services in the form of cattle grazing, on approximately 500 acres of the Conway and Mattly Ranch (CMR). The CMR is located in central Mono County, on the northwest end of the Mono Basin. The area under consideration for lease includes 300+ acres of irrigated meadow, and 200 acres of upland sagebrush habitat.

These properties were acquired with conservation/habitat grant funding in 1998, and a Conservation Easement with the Eastern Sierra Land Trust was placed on the property in 2014.¹ Since 1998, the land has been grazed consistently by domestic sheep. In March of 2017, due to concerns over disease transmission between domestic and endangered Sierra Nevada Bighorn Sheep, the Board of Supervisors decided not to continue the lease for sheep grazing, and the County is now interested in proposals for cattle grazing.

Any resulting lease is anticipated to be for a ten-year term, which would be subject to termination should the terms of the lease and/or the conservation values not be upheld. The County recognizes the need for a ten-year agreement in order an operator to recoup the investment in fencing that will be necessary with a transition from sheep to cattle.

Qualified operators will have the interest and experience to cooperate in achieving objectives to protect and enhance the conservation values of the CMR, as articulated in the Conservation Easement. The County is particularly interested in working with cattle owners who can implement a Grazing Plan that will succeed in meeting the wildlife habitat and special status species needs of CMR.

Although the grazing lease is expected to generate revenue for the County, this is a secondary consideration. The primary goal is to contract with a cattle operator whose livestock operation will focus on maintaining and improving biodiversity and related habitat. The County envisions the project as an economically sustainable operation that is simultaneously beneficial to the environment and reflects a commitment to the habitat and wildlife benefits of the CMR.

Ideal Lessees will:

- 1) have a high acceptance of and appreciation for native wildlife species on cattle ranches
- 2) support wildlife restoration projects on their own property
- 3) be willing and able to participate in scientific studies
- 4) be willing and able to help create and support public recreation opportunities
- 5) be willing and able to operate with wildlife friendly fences and harvest practices
- 6) be willing and able to test new methods to reduce cattle/wildlife conflicts
- 7) have a history of supporting environmental conservation efforts related to wildlife, water, and soil
- 8) have the experience and knowledge to successfully manage a cattle grazing operation in a manner which ensures rangeland and riparian health

¹ For additional information, visit: <http://www.monoCounty.ca.gov/facilities/page/conway-ranch-conservation-easement>

9) be willing to provide financial information to demonstrate the lessee has the financial capability to meet the terms of the lease

CEQA Environmental Review

Upon identifying the preferred proposal and operator, the County will engage in an Initial Study of the project, pursuant to CEQA. This environmental review will be based on the project as described in the submitted Grazing Plan, which would become an integral part of any subsequent lease.

Upon completion of the Initial Study, the Board will determine whether additional environmental review will be necessary, and if so, whether that cost should be borne by the grazing operator or by the County. If borne by the operator, it is understood that this cost will influence any proposed lease payment to the County and respondents will have the opportunity to revise the proposed lease payment or withdraw their proposal. For the purposes of proposals, respondents should assume that the County will perform the necessary CEQA analysis.

Once complete, the Board of Supervisors will consider whether to approve the CEQA document and enter into a lease. Until the CEQA process is complete, there is no commitment, implied or otherwise, by the County to enter a lease.

Scope of Work

Grazing operators will be expected to accurately and thoroughly implement the submitted and approved Grazing Plan.

In addition to implementing the Grazing Plan, the operators will also be responsible for irrigation duties. This includes requesting water diversion in accordance with the County's water rights, and making determinations on the appropriate irrigation schedules and adjustments to maintain the conservation values and provide for livestock needs.

Lessee will be required to perform normal maintenance of existing range improvements. This includes the maintenance of any fencing, access roads, and irrigation infrastructure as necessary.

Only the lessee's cattle, appropriately marked with the lessee's brand or other legal markings, are authorized to inhabit the leased area.

Description of Lease Boundaries

The two Lease Areas comprise approximately 500 acres, as illustrated in **Exhibit A**. The boundaries will be further explored during field visits to the property that occur following initial submittals. The boundaries are proposed, and may be amended should it be determined that certain sections should be included, or left out, based on proposals received. The boundaries as proposed incorporate logical natural boundaries such as access roads, highways, and water features where it is anticipated fences would be erected.

Grazing Infrastructure

The grazing infrastructure at Conway Ranch is very limited at this time. There are established corrals but they are not in functioning condition, and would require significant improvement. There is no fencing suitable for cattle. Any operator is welcome to repair or refurbish existing grazing infrastructure, or to provide their own infrastructure as necessary for their operation. This infrastructure may be temporary

or permanent in nature, although the specific plan must be included in the submitted grazing plan, to enable appropriate environmental review. The County is committed to assisting a successful lessee in pursuing available grant funding for these improvements. Such grant opportunities are known to exist through the NRCS, as well as other state and federal agencies that offer funding for wildlife-friendly infrastructure and projects that focus on habitat improvements.

AUMs and Lease Pricing

As part of submittals, respondents are requested to determine the number of Animal Unit Months (1 Cow = 1 Animal Unit) that they believe the land can sustain, provided the available vegetation and water rights. Because the County is prioritizing environmental sustainability over revenue generation, it is expected that respondents will duly limit AUMs in order to achieve sound environmental results.

Because lease pricing is linked to the number of AUMs, as well as the cost associated with necessary range improvements, it will likely differ dramatically among proposals, should those proposals differ dramatically in terms of AUMs and necessary improvements. Respondents are encouraged to develop an environmentally sustainable proposal, with lease payments a secondary consideration.

INSTRUCTIONS TO APPLICANTS

Property Tours

The CMR is open to the public, and interested parties are free to visit the proposed lease area. All proposed lease areas have unrestricted (non-motorized) access, and respondents are encouraged to walk the property and investigate the available resources and infrastructure as necessary to inform their response. Individual property tours to answer questions relating to past grazing and irrigation practices as well as detail on the available infrastructure, may be arranged by contacting Tony Dublino.

Proposal Requirements

Applicants must provide one (1) original and 3 copies of the proposal. All proposals shall be type-written, and limited to no more than 30 pages total. Any information that Applicant claims is "confidential" or "proprietary" shall be marked as such. Each applicant shall submit the following information in their proposal:

1. Statement of Applicant

The statement shall identify the name of the applicant. If the applicant is a joint venture, partnership, corporation or other entity other than an individual, the applicant shall include a description of its ownership structure, the names of the individual officers, partners, or joint venturers, and evidence of the applicants' qualifications to do business in the State of California.

2. Experience and Operations

A concise, written summary, in narrative form, of the applicant's experience and operations shall be provided. The summary should include the location, scope, and management of past and current ranching operations, which may be supported by photographs, maps, and other documentation that provides evidence of the applicant's grazing management experience and operations.

10/3/17

CONWAY AND MATTLY RANCH GRAZING RFP

3. Proposed Grazing Plan

A written grazing plan shall be provided that describes how the applicant intends to operate the proposed lease area. The narrative should address the proposed approach to the following:

- The number and kind of livestock (cow-calf, bulls, replacement heifers, yearlings)
- Turn-in and turn-out dates
- Approach to livestock management for resource conservation and enhancement
- Necessary rangeland improvements (fencing, water development)
- Staffing of management and operations
- Integrated pest management practices (weeds, rodents)
- Management of riparian and wetland areas
- Livestock health and supplemental feeding practices
- Range monitoring practices
- General availability and ability to respond to emergencies
- Approach to managing grazing operations in lands open to the public for recreational purposes

4. Financial Qualifications

Written evidence of the applicant's ability to make timely rent payments and carry out the obligations of the grazing plan shall be provided. This evidence may include federal or state tax returns, certified financial reports, or a certified statement of financial condition (e.g. asset liability balance sheet) for each individual or entity that will be a signatory to the grazing lease. "Certified" as used above shall mean certified as true and correct by an officer of the applicant, and does not mandate an audit or certification by a certified public accountant.

5. Supplemental Questions

1. Have you worked on properties where Conservation Easements exist? Explain how your operation will comply with the Conservation Easement.
2. Will your proposal incorporate community benefits and/or education into your operation? If so, how?

Submittal and Deadline

Submittals are due to the County by **4:30 p.m., November 10th**.

They can be hand-delivered or mailed to the following address:

**Mono County Administration
c/o Tony Dublino
74 North School Street
PO Box 696
Bridgeport, CA 93517**

EVALUATION AND SELECTION

Evaluation Process

Upon receipt of the proposals, a selection committee formed by the County staff shall evaluate and rank the applicants based on the criteria described below. The top 2 applicants will be contacted for an interview. Said applicants should make themselves available for such interview appointments sometime during the month of December, 2017.

Following interviews, the selection committee will determine the successful applicant, and the CEQA initial study will begin. Following CEQA, the successful proposal will be subject to review under CEQA and then provided to the County Board of Supervisors for possible approval

Formal award of any lease shall be at the sole discretion of the County Board of Supervisors as discussed in more detail in the Additional Information section, below. The successful applicant will be required to execute and deliver the grazing lease to the County following Board approval. In the event a successful applicant fails to execute the lease or otherwise comply with requirements, the County may reject the successful applicant and select a different applicant.

Selection Criteria

All proposals will be evaluated in accordance with the following criteria:

1. Experience and operations
2. Proposed management practices
3. Conservation, preservation and enhancement strategies
4. Maintenance and improvement plans
5. Financial ability
6. Lease Payments

The selected applicant will be chosen primarily on the basis of his or her apparent ability to best meet the overall rangeland management expectations of the County. The County will be the sole judge as to which applicant offers the greatest benefit to the County. The County reserves the right to reject any and all proposals, waive or correct any minor irregularities in a proposal, request further information, terminate failed negotiations, and to eliminate, or reject a proposal as non-responsive.

Additional Information

Notwithstanding anything to the contrary herein, this is a request for proposals only. The County reserves the right to reject any and all proposals for any reason whatsoever. By submitting a proposal the applicant waives all rights against the County and its agents, employees, and representatives relative to the RFP process and the costs of submitting a proposal. No officer or employee of the County has authority to represent the agency in entering into a lease unless and until a resolution of the County Board of Supervisors has been duly passed approving the lease and authorizing the transactions contemplated thereby. No lease shall be effective unless and until it has been approved by the County Board of Supervisors in its sole and absolute discretion. Applicants also understand and agree that under the California Public Records Act ("CPRA") (Gov. Code section 6250 et seq.) all records, information and materials submitted to the County in connection with this Request for Proposals will be available for public inspection immediately after the lease has been awarded. Reference is made to the CRPA for additional information regarding required disclosures. If Applicant believes that certain information is

10/3/17

CONWAY AND MATTLY RANCH GRAZING RFP

exempt from public disclosure, Applicant may mark that information as CONFIDENTIAL or PROPRIETARY. County will endeavor to notify applicant if such information is requested as part of a Public Records Act request. Applicant (not County) will be solely responsible for obtaining a protective order or other relief from a court of law to prevent the disclosure of such records under the CPRA. County shall not be liable for the disclosure of any information marked CONFIDENTIAL or PROPRIETARY.



"Preserving Our Past, Enriching Our Present, Building Our Future"

33 Broadway, Jackson, California 95642-2301 • voice (209) 223-1646 • fax (209) 223-3141
E-mail: cinfo@ci.jackson.ca.us • Web site: <http://ci.jackson.ca.us>

CITY OF JACKSON

Request for Proposals for CATTLE PASTURE AGREEMENT for the City of Jackson

RFP No. 2016-04

General Information

The City of Jackson (hereinafter "City") is seeking proposals for the use of the Oro De Amador Pasture area, and will receive proposals in the City Manager's office, 33 Broadway, Jackson, California, 95642, 3:00 p.m., on November 21, 2016.

The land to be used by the successful proposer is described in this Request for Proposal (hereinafter "RFP"). The general use will include the use of 147 acres of property for Cattle Grazing.

Proposals shall be submitted and clearly marked as follows: "Cattle Pasture Agreement – Attn: City Manager."

All responsive proposals shall be reviewed and evaluated by the City in order to determine which proposal best meets the City's criteria for this Project.

The City reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process.

Michael Daly, City Manager
City of Jackson
33 Broadway
Jackson, CA 95642

PROJECT DESCRIPTION

The City of Jackson owns the 147 acre "Oro De Amador" property within the city limits. Since 2008, the City has allowed the grazing of this property by the contractor who was last selected to use the property for this purpose. A sample agreement is attached that describes the use of the property and the terms and conditions of the use.

SELECTION PROCESS

City staff will review all proposals and, if appropriate, discuss the proposals prior to making a recommendation to the City Council for approval.

EVALUATION CRITERIA

All proposals will be reviewed by City staff. The City reserves the right to interview selected proposers. It is anticipated that if any interviews are necessary, they will be scheduled prior to the November 28, 2016 City Council meeting. The highest proposal (in terms of dollars per year) is likely to be the selected contractor recommended to the City Council.

The City does reserve the right to cancel this Request for Proposal for any reason without any liability or to waive irregularities at its discretion. This solicitation does not constitute a contract offer of employment, or offer of purchase. The City makes no representation that any contract will be awarded to any respondent to this solicitation. The City also reserves the right to reject any and all proposals at its sole discretion. The contract, if awarded, will be awarded to the firm whose proposal is considered the best value to the City and will be determined on responsiveness, completeness of services and price.

QUESTIONS

Questions regarding this RFP are to be directed by e-mail to Michael Daly, City Manager, at mdaly@ci.jackson.ca.us. If a question arises during the review of this RFP, a proposer should submit in writing questions for clarification. All questions must be submitted in writing prior to 3:00 p.m. on November 15, 2016. A response to all questions will be issued as soon as possible.

**CATTLE PASTURE AGREEMENT
BY AND BETWEEN
THE CITY OF JACKSON
AND**

This Cattle Pasture Agreement (“Agreement”) is entered into by and between the City of Jackson (“Lessor”), a California municipal corporation, and _____ (“Lessee”), on this 31st day of December, 2016, for the lease of certain real property known as the Oro de Amador property, situated immediately northeast of Jackson and accessed from New York Ranch Road, as depicted in the map attached as Exhibit “A” (the “Property”).

AGREEMENT

NOW THEREFORE, with respect to the mutual covenants and considerations set forth herein, the Lessor and Lessee agree as follows:

1. This is a seasonal pasture lease and not a cattle care agreement as all duties for preparing the Property to take in cattle, all feed, water and care, and all cattle handling and management shall be provided by Lessee and none by Lessor.

2. The period of use shall be the six months from November 1, 2016 until May 1, 2017. If, however, there is insufficient stock water available November 1st, turn out shall be delayed and if in the reasonable judgment of Lessor feed or water resources will not support cattle until May 1, Lessor shall coordinate with Lessee about removing some or all of the cattle early. There shall be every reasonable effort taken to leave 750 lbs of residual dry material (RDM) on each acre of the Property.

3. The portion of the Property useful for grazing is 147 acres, and based on ten acres per cow/calf pair, Lessee may turn out 14 head of cows with calves on the Property.

4. The cattle will bear the registered brand of _____ and Lessee will notify Lessor 48 hours prior to turn out. The rent shall be a total of \$ _____.

5. Lessor provides no guarantee as to feed, water, cattle gain, cattle death or cattle loss. Lessee shall timely remove any dead animals from the Property. Lessee defend, indemnify, and hold Lessor fully harmless as to any liability associated with this lease, including but not limited to injury or loss on or off the Property due to escaping cattle.

6. Lessee shall maintain an insurance policy insuring against all liabilities with the City of Jackson an expressly named additional insured. Lessee assumes all risk associated with the running of these cattle, which extends to Lessee, his employees, helpers, family and guests. Lessee expressly agrees to assume risks associated with the Property, specifically including wire, trash, mining equipment, old structures, pits, the dam, and tailing chemicals such as mercury and arsenic. Lessee shall examine the Property and accept possession in its present condition relying on its own inspection and not any representations by Lessor or its agents. Lessee agrees to keep the Property orderly, clean and maintained. Lessee further agrees to remove from the Property at the conclusion of this lease anything placed on the Property.

7. Lessee shall not turn out cattle until all fences and gates are fully maintained and secured to constitute legal fences that can turn cattle. The ranch survey attached as Exhibit "B" indicates areas which required fence attention in 2009 and also identifies three water gaps which will need to be inspected after rain events.

8. Lessee understands that the Property is adjacent to town, housing, public roads, tourist sites and is therefore subject to unauthorized public access, and Lessee acknowledges the necessity of keeping an ongoing vigilant fence maintenance effort.

9. Lessee shall, at all times, fully comply with all laws and regulations governing the operations of his ranching enterprise and as would apply to the grazing of cattle on the Property.

10. Lessor shall have the right to enter and inspect the Property at all times.

11. This lease may be terminated by either party by giving no less than 30 days notice.

12. Lessee shall not assign this lease or encumber the Property in any respect.

13. Lessee agrees to pay Lessor all costs, expenses and attorneys fees if it becomes necessary to enforce any component of this lease or take any default action or to remove Lessee or recover possession of the Property.

14. Lessee agrees not to allow any hunting or the discharge of firearms on the Property.

IN WITNESS THEREOF, the Lessee and Lessor hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated on the day and year first written above.

City of Jackson
a California Municipal Corporation:

_____ :

Michael Daly
City Manager

Name
Its: _____

Request for Proposals (RFP)

Conservation Grazing Lease

Date: 1/27/2014

Bitter Creek National Wildlife Refuge
Kern County, California



Proposals Due:
February 28, 2014

To:
Proposal for Grazing Lease
US Fish and Wildlife Service
Bitter Creek National Wildlife Refuge
PO BOX 5839
Ventura, CA 93005

Point of Contact:
Ken Convery
805-644-5185 ext 296
ken_convery@fws.gov

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PART – I: GENERAL INFORMATION

A. Introduction

The U.S. Fish and Wildlife Service, Bitter Creek National Wildlife Refuge (BCNWR), is seeking proposals from qualified individuals to provide resource management services in the form of cattle grazing. Bitter Creek NWR is mostly located in southwestern Kern County, approximately 10 miles south of the community of Maricopa in the foothills above the San Joaquin Valley (Appendix A).

The qualified operator will have the interest and experience to cooperate in achieving objectives to protect and enhance Refuge grasslands (Appendix B) while promoting ecologically sound conditions to support a diversity of migratory birds and special status plant and animal species and their habitats. The Service seeks to manage Refuge grasslands to achieve a mosaic of habitat structure and floristic diversity.

B. Scope of work

This Request for Proposals (RFP) relates to one (1) grazing lease at Bitter Creek NWR for approximately 1,565 acres of annual, non-irrigated grassland. The grazing capacity of the lease is estimated to be approximately 691 Animal Unit Months (AUM) over an initial 3-month term (AUMs are based on the forage requirements of one 1,000-lb grazing animal). The Service reserves the right to adjust AUMs or halt use to protect the resource at any time.

The initial lease offer will be from approximately October 15, 2014 to January 15, 2015 in management units 9 Central and 9 West (Appendix C). Target conditions for these management units are specified in Table 1. As described in the Bitter Creek NWR Comprehensive Conservation Plan (CCP) and Grazing Plan (http://www.fws.gov/refuge/Bitter_Creek/what_we_do/planning.html), additional grazing opportunities may be available in future years. Both of these documents are recommended reading.

The Lessee will be responsible for maintaining water infrastructure, fences, and gates. The Service will maintain roads, fuel breaks, and purchase needed materials for equipment repair and replacement, and may offer a method to reimburse Lessee for improvements of infrastructure (see Notable Lease Terms). All facilities will be operable and in good working condition at the lease start date. (See Part IV, Appendix C, and Appendix D for additional information about infrastructure).

Table 1. Available cattle grazing units at Bitter Creek National Wildlife Refuge, including acres to be grazed, estimated Animal Unit Months (AUM), and target conditions for Residual Dry Matter (RDM) and grass height. Turn in/out dates, within the range below, are flexible as long as target conditions can be achieved. Dates and AUMs provided are subject to change. Pre-grazing RDM values estimated in October, 2013: 9 West – 989 lbs/acre; 9 Central – 1,855 lbs/acre.

Unit	Acres	AUM ¹	Turn in/out dates	Target Conditions	
				RDM (lbs/acre)	Grass Height (inches)
9 West	597	178	10.15.2014/1.15.2015	300-600	1-4
9 Central	968	513	10.15.2014/1.15.2015	800-1,000	6-8

¹AUMs calculated as [9 West]: (((989-450)*0.5)*597)/900 = ~178 AUM & [9 Central]: (((1855-900)*0.5)*968)/900 = ~ 513 AUM, where (((estimate RDM-Target RDM)*grazing efficiency factor)*acres)/lbs consumed in 1 month by AU.

C. Lease pricing

The rate for this lease will be \$9.36/AUM. An AUM is defined as one Animal Unit Equivalent (AUE) grazing for one month. For the purpose of this lease, one Animal Unit (AU) is considered to be one mature cow, two years old and above, dry, or including a nursing calf less than 6 months of age. AUE values are:

Animal Kind and Class	Animal Unit Equivalent (AUE)
Cow, dry	1.00
Cow, with calf	1.00
Bull, mature	1.35
Cattle, one-year-old	0.60
Cattle, two-year-old	0.80

Modified from Grazing Handbook – A Guide for Resource Managers in Coastal California
(<http://www.carangeland.org/images/GrazingHandbook.pdf>)

D. Eligibility and minimum qualifications

The Service is seeking grazing applicants with the flexibility to adapt their grazing operations to unpredictable meteorological and ecological conditions while striving to achieve target conditions as described in Table 1. The successful applicant will possess, at minimum, the following qualifications:

- 1) Five years (full-time equivalent) experience in a leadership role of a livestock grazing operation in California annual grasslands.
- 2) Two years (full-time equivalent) direct experience managing livestock on rangelands managed for wildlife habitat and/or special status plant species.
- 3) Current rancher on private land or grazing lease holder on public land.
- 4) Own or have legally binding contract to own, by the application deadline, \geq 230 head of cattle. Proof of ownership will be required of selected Lessee.
- 5) Ability and willingness to graze for the total length of time and recommended stocking rate or until target conditions are achieved (Table 1).
- 6) Ability and willingness to maintain necessary fencing, corrals, gates, and water infrastructure.
- 7) One or more representatives must be located close enough and possess the physical and logistical capabilities to respond to unexpected livestock-related incidents within 4 hours.
- 8) Ability to provide an initial deposit of 10% of the anticipated total fee.
- 9) Applicant must not have been delinquent on any prior stipulations on private or public land.

PART – II: INSTRUCTIONS TO APPLICANTS

A. Required meeting & property tour

Applicants are required to attend a property site visit prior to submitting a proposal. Site visits for interested operators will be conducted in February at Bitter Creek NWR (see dates in RFP process schedule, below). Proposals will not be accepted from operators that did not attend *one* site visit. Transportation to and from the Refuge will be the responsibility of the interested operator(s). Contact Ken Convery (805-644-5185 ext. 296 or ken_convery@fws.gov) to schedule a site visit.

B. RFP process schedule (all dates are in calendar year 2014)

- 1) Site visits will take place on February 1, February 6, and February 12.
- 2) Proposals must be **post-marked by Friday, February 28** to be considered eligible.
- 3) All proposals will be opened on the same day.
- 4) If deemed necessary, the Service may conduct interviews.
- 5) Lessee selection will be announced by March 21, 2014.
- 6) Deposits will be returned, via registered mail, to those applicants not selected.
- 7) Lease finalization and negotiations will be conducted in April and/or May, 2014.
- 8) Lease will commence in October 2014.

C. Submission of written questions

All questions regarding this RFP must be submitted by email to ken_convery@fws.gov and received no later than February 14, 2014. Questions will be addressed in an addendum to this RFP and posted on the internet at http://www.fws.gov/refuge/Bitter_Creek/what_we_do/resource_management/grassland_management no later than February 19.

D. Submission of required documents

Eligible livestock operators meeting the minimum qualifications listed above are encouraged to submit proposals. Proposals will include a cover letter (optional, but recommended), a completed application (Appendix F), proof of insurance, and a deposit, and must be post-marked prior to the submission deadline.

Mail proposals to:

Proposal for Grazing Lease
US Fish and Wildlife Service
Bitter Creek National Wildlife Refuge
P.O. Box 5839
Ventura, CA 93005

PART – III: BASIS OF SELECTION

A. Selection process

The selection process will proceed as follows:

- 1) Receipt and review of proposals, including qualification requirements.
- 2) Proposals that meet the minimum qualifications will be forwarded to the Service's Selection Committee for further evaluation.
- 3) Applicant interviews (if deemed necessary by the Service).
- 4) Ranking of the most qualified applicants based on submitted proposals.
- 5) Recommendation of applicant to the Refuge Manager for approval.

B. Selection criteria

The Selection Committee will evaluate proposals based on the following criteria (listed in no specific order):

1. Operational capacity, including the documented ability to:



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 3, 2017

TIME REQUIRED 5 minutes

PERSONS Leslie Chapman, Ingrid Braun

SUBJECT Review of Need for Continuation of
Local Emergency - Severe Winter
Storms

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

On January 31, 2017 the Mono County Sheriff declared a state of local emergency as a result of extreme winter weather.

The Board of Supervisors ratified this declaration on February 7, 2017, and further declared a continuing state of emergency. Mono County Code Section 2.60.080 requires that the Board of Supervisors review the need for continuing the local emergency every 14 days, and Government Code section 8630 requires that the Board review the need at least every 30 days until it is terminated. This item is provided for that purpose.

RECOMMENDED ACTION:

Review need for continuing the local emergency. If Board determines that need no longer exists, direct staff to prepare a declaration terminating local emergency.

FISCAL IMPACT:

None.

CONTACT NAME: Ingrid Braun

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 3, 2017

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Leslie Chapman, Ingrid Braun

SUBJECT Review of Need for Continuation of
Local Emergency - Snowmelt and
Runoff

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

Review need for continuing the local emergency. If Board determines that need no longer exists, direct staff to prepare a declaration terminating local emergency.

FISCAL IMPACT:

None.

CONTACT NAME: Ingrid Braun

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

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REGULAR AGENDA REQUEST

Print

MEETING DATE October 3, 2017

Departments: Public Works

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** Garrett Higerd

SUBJECT Emergency Road Repairs – Upper
Summers Meadow Road Bridge

AGENDA DESCRIPTION:

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

Update on emergency road repairs.

RECOMMENDED ACTION:

1. Receive update on Upper Summers Meadow Road emergency bridge project. 2. As established by Public Contract Code Division 2, Part 3, Chapter 2.5 "Emergency Contracting Procedures," review the emergency action taken on August 1, 2017 and make a finding, based on substantial evidence set forth in the meeting, that the emergency continues to exist as to Upper Summers Meadow Road, and that continuation of the action to replace the washed-out bridge on that road is necessary to respond to the emergency (A 4/5 vote is required). 3. Direct the County Engineer to continue procuring the necessary equipment, services, and supplies to make emergency repairs to Upper Summers Meadow Road, without giving notice for bids to let contracts.

FISCAL IMPACT:

The Upper Summers Meadow Road bridge at Green Creek is eligible for 75% funding via the California Disaster Assistance Act (CDAA) Program administered by Cal OES. The total cost of replacement is estimated at \$350,000. The 25% local match will be paid with disaster funds left over from the Round Fire emergency.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760-924-1802 / ghigerd@mono.ca.gov

SEND COPIES TO:

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YES NO

ATTACHMENTS:

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History

Time	Who	Approval
9/28/2017 4:46 AM	County Administrative Office	Yes
9/28/2017 1:05 PM	County Counsel	Yes
9/27/2017 6:22 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 3, 2017

Departments: County Counsel

TIME REQUIRED 15 minutes (10 minute presentation;
5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Stacey Simon

SUBJECT Mono County Law Library Update

AGENDA DESCRIPTION:

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

Annual update and report to the Board of Supervisors regarding the status of the Mono County Law Library.

RECOMMENDED ACTION:

Receive update and provide any comments or feedback.

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 760-924-1704 (Mammoth) 760-932-5417 (Bridgeport) / ssimon@mono.ca.gov

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MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff report
Budget 2017-18
Annual Report 2016-17

History

Time	Who	Approval
9/19/2017 11:03 AM	County Administrative Office	Yes
9/20/2017 4:46 PM	County Counsel	Yes

9/27/2017 5:48 PM

Finance

Yes

Mono County Law Library Board of Trustees

P.O. BOX 2415 • MAMMOTH LAKES • CALIFORNIA • 93546
(760) 924-1704 · (760) 924-1701 (FAX)

To: Board of Supervisors

FROM: Stacey Simon, Law Library Board of Trustees, President

DATE: October 3, 2017

RE: Annual report on behalf of Law Library Board of Trustees

State law requires the Law Library Board of Trustees of each County to make an annual report to the Board of Supervisors on or before October 15th of each year. This agenda item serves as that report.

The Board of Trustees again wishes to acknowledge and thank Ana Danielson, the County Library Director, for all her work in maintaining the library and keeping the Board of Trustees informed. As you may know, the Mono County Free Library administers the law library under a contract with the County.

Through that contract, legal resources are available in the library's Bridgeport and Mammoth Lakes branches, and are managed as part of those libraries. The Board of Trustees believes that the contract has been very successful in providing accessible and free legal resources to the public.

The Mono County Law Library Board of Trustees met on August 30, 2017, to review the status of the law library system. During that meeting the following topics were addressed:

- The law library collection in general continues to be very infrequently used.
- The only hard copy legal resources that appear to receive regular usage are the self-help legal books (e.g., Nolo Press books). Ms. Danielson will look into acquiring additional self-help resources, including instructional videos and Spanish language resources if available.
- The Library will also look into making self-help books available for check-out. In the past, this resulted in pages being torn out or marked up, because the books contain fillable forms. Perhaps with clear signage indicating that a photocopy machine is available, this can be avoided.
- Westlaw print subscription for California codes is currently under contract until January 31, 2018. The service costs the library \$425 per month and the codes are all

available online now. When the current contract expires, the library will not renew. Some of this savings can be utilized to purchase additional self-help resources.

- One complaint (from a local attorney) was received regarding last year's decision to eliminate the Library's online Westlaw subscription which cost \$825 per month and was rarely used.
- Hours at the Mammoth Lakes Branch library were reduced slightly this year. There has been no discernable effect on the law library.

The budget for 2017-18 includes services (such as staffing, staff training, and public assistance) and maintenance of the law library collection. This budget aligns with funding that the County receives from court filings that are earmarked for the law library. Also enclosed is a summary report of the collection for 2015-16 prepared by Ms. Danielson.

If you have any questions or comments regarding the foregoing, please feel free to call me at (760) 924-1704.

Cc: Judge Stan Eller, Trustee
Gerald Mohun, Trustee
Tim Kendall, Trustee
Stacy Corless, Trustee
Ana Danielson, County Librarian

Encl.
Budget for 2017-18
Annual Report for Fiscal Year 2016-17

**Mono County Law Library
Proposed Budget for 2017-18**

Services include:

- ◆ Staffing -3 hours per month at Bridgeport and Mammoth Lakes Libraries
 - Selection of collection development materials
 - Cataloguing materials
 - Assistance to public
- ◆ Public Access at the at Bridgeport and Mammoth Lakes Libraries to West Complete Library including:
 - California Session Laws BV SUB
 - California Desktop Penal Code
 - California Court Rules Federal District Court Keyrule Pamphlet
 - California Court Rules State and Federal District Court and Federal Bankruptcy Court vol I, ii
 - California Court Rules State and Federal District Court and District Keyrule vol I, ii and iib
 - Federal Civil Judicial Procedure and Rules Pamphlet
 - Federal Civil Rules Handbook
 - California ANNO Code
 - California Judicial Council Forms
- ◆ Staff Training

Collection Budget Includes:

- ◆ Self-help Books (new or revised editions)
- ◆ California Code Updates
- ◆ Judicial Code Forms
- ◆ Other selections (see list above for more specifics)

Budget to be Allocated as Follows:

Services:

◆ Staff	\$4,500
◆ Internet Access	in-kind
◆ Staff Training	<u>in-kind</u>
Total:	\$4,500

Collection:

◆ West Complete Library (including all updates)	\$6,150
◆ Nolo Press & Other Self-help Books	<u>\$2,500</u>
Total:	\$8,650

Total Funding Request **\$13,150**

Mono County Law Library
Annual Report
Fiscal Year 2016-2017

Mono County Law Library Collection includes:

- ◆ West Complete Library Set available at Mammoth Lakes & Bridgeport Libraries
 - California Session Laws BV SUB
 - California Desktop Penal Code
 - California Court Rules Federal District Court Keyrule Pamphlet
 - California Court Rules State and Federal District Court and Federal Bankruptcy Court vol I, ii
 - California Court Rules State and Federal District Court and District Keyrule vol I, ii and iib
 - Federal Civil Judicial Procedure and Rules Pamphlet
 - Federal Civil Rules Handbook
 - California ANNO Code
 - California Judicial Council Forms
- ◆ Miscellaneous Self-help Law Books (titles available at all Mono County Library Branches in reference and for circulation)

Mono County Law Library Services include:

- ◆ Access to West Law Library Sets in Mammoth Lakes & Bridgeport Libraries
- ◆ Computer and Internet Use at all seven Library branches
- ◆ Staff
 - Respond to reference questions *when appropriate*
 - Guide public to Law collection at Mammoth Lakes and Bridgeport Libraries
 - Guide the public to self-help law books at all Mono County Libraries

Additional Information:

- ◆ The cost of providing West's California Codes, California Legislative Service, Judicial Council forms and other West law books has increased significantly in the last couple of years, as well. The Library currently pays \$476 per month for the subscription. This contract will end on January 31, 2018 and will not be renewed.
- ◆ Approximately 8 Nolo Press self-help law books were checked out from the Mono County Libraries. (not all books circulate to the public)
- ◆ All Mono County Law Library materials have a property label indicating such and a specific law library barcode.
- ◆ On occasion the Law Library receives donations of single volumes of codes.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 3, 2017

Departments: CAO, Community Development, County Counsel

TIME REQUIRED 30 Minutes (15 minute presentation, 15 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Jason Canger

SUBJECT Sustainable Groundwater Management Act Update

AGENDA DESCRIPTION:

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

Update on the Sustainable Groundwater Management Act and the Owens Valley Groundwater Authority (Authority), and appointment of alternate board member to serve on Authority board.

RECOMMENDED ACTION:

Appoint Supervisor Gardner, or another member of the Board of Supervisors at the Board's discretion, to serve as the County's Alternate Director on the Owens Valley Groundwater Authority's Board of Directors. Discuss potential options regarding the County's financial contribution to the Owens Valley Groundwater Authority and/or potential withdrawal from the Authority and preparation of a "Mono County" GSP.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Jason Canger

PHONE/EMAIL: (760) 924-1712 / jcanger@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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<input type="checkbox"/> Staff Report
<input type="checkbox"/> Proposed budget
<input type="checkbox"/> Grant guidelines

History

Time	Who	Approval
9/28/2017 1:23 PM	County Administrative Office	Yes
9/28/2017 1:01 PM	County Counsel	Yes
9/28/2017 2:28 PM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5410 • FAX (760) 932-5411

Leslie L. Chapman
County Administrative Officer

TO: Board of Supervisors

FROM: Leslie Chapman, Wendy Sugimura and Jason Canger

DATE: October 3, 2017

SUBJECT: Appointment of Alternate Director to Owens Valley Groundwater Authority (Authority) and Update on the Sustainable Groundwater Management Act (SGMA)

RECOMMENDATIONS

- Appoint Supervisor Gardner, or another member of the Board of Supervisors at the Board's discretion, to serve as the County's Alternate Director on the Owens Valley Groundwater Authority's (Authority) Board of Directors.
- Discuss potential options regarding the County's financial contribution to the Authority and/or potential withdrawal from the Authority and preparation of a "Mono County" Groundwater Sustainability Plan (GSP).

FISCAL IMPACT

None at this time. Future impacts will depend on decisions made by the County in the near future. If the County decides to contribute no money to the Authority towards the development of a GSP, then it will have 2 out of a total of 44 votes on the Authority's Board of Directors during the next four years (i.e., the GSP development period) and no fiscal impact. However, the County could decide to commit funds to the Authority to secure enhanced voting power. The contribution required to obtain 4 votes (as opposed to 2) is estimated at \$21,000.00 per year, for four years. If only four agencies (out of 11 total) were to make funding commitments, then the cost for each is estimated to be \$57,000.00 per year. However, if the Authority is successful in its grant application to the California Department of Water Resources (DWR), then those amounts could be reduced by as much as 50% (or more if the Authority qualifies for a reduction or waiver of the cost-share requirement for disadvantaged communities, severely disadvantaged communities, or economically distressed areas).

Alternatively, should the County decide to withdraw from the Authority and prepare its own GSP for those portions of the Owens Valley Groundwater Basin within Mono County, the cost is estimated at approximately \$25,000 per year (if the Tri-Valley area is not included), or \$80,000 per year (if Tri-Valley is included), plus significant staff time. Up to 50% of those costs, or more (if the County qualifies for a reduction or waiver of the cost-share requirement as discussed above) could be paid for with a funds from DWR if the County were to be successful in its grant application.

DISCUSSION

A. Appointment of Alternate Member

At its meeting on July 18, 2017, the Board of Supervisors voted to sign the Owens Valley Groundwater Authority Joint Powers Agreement (JPA) and designated Supervisor Stump to serve as the County's representative on the Authority's Board of Directors.

The Agreement also requires members of the Authority to appoint an alternate director from among the member's governing body. Supervisor Gardner has expressed his willingness to serve as the Alternate Director in the event Supervisor Stump is unavailable, or the Board of Supervisors may wish to designate a different supervisor to serve.

B. Authority Meeting Schedule

On September 22, 2017, the Inyo County Water Department scheduled the first meeting of the Authority's Board of Directors for October 5, 2017, at the Bishop Fire Department Training Facility from 3:00 PM to 6:00 PM. The Inyo County Water Department has provided a list of items and topics to be discussed at this first meeting which includes the following:

- Discussion of the Brown Act and conflicts of interest;
- Providing notice to DWR of the Authority's intention to become the GSA for the Owens Valley Groundwater Basin;
- Preparing and submitting to DWR a SGWP Grant Program application for the Owens Valley Groundwater Basin (due November 13, 2017);
- Discussing the draft GSP Development Budget prepared by the Inyo County Water Department; and
- Setting a regular meeting schedule for the Authority.

Several of the items and topics listed above for discussion at the first meeting of the Authority's Board of Directors are discussed in more detail below.

Since Inyo County Water Department released its proposed agenda, various member representatives (including Supervisor Stump on behalf of the County) have requested changes to and/or additions to the proposed agenda. Among these are: (1) schedule a preliminary meeting or item which is a meet and greet and getting-to-know each other opportunity; (2) review the JPA so all parties understand its terms; and (3) provide an opportunity to revise the JPA which was hastily issued without input.

C. GSP Development Budget and County Financial Contributions

Section 4.1 of Article II of the JPA provides that the Inyo County Water Department shall, within six months of the formation of the Authority, prepare a GSP Development Budget that will serve as the initial budget for the development of a GSP for the Owens Valley Groundwater Basin and "function as a forecasting tool for the Members to guide them in their respective Funding Contribution decisions..." Although the Inyo County Water Department prepared the GSP Development Budget, Authority members may provide input and comment on the budget and its contents. Once it is complete and final, Section 4.1 requires the GSP Development Budget to be placed on the agenda of the "next possible" meeting of the Authority's Board of Directors, where "[t]he Board of Directors shall adopt the GSP Development Budget as submitted by the Inyo County Water Department." In so doing, Section 4.1 makes approval of the GSP Development Budget a ministerial act of the Board of Directors.

Section 1.1 of Article IV of the JPA provides that the issue of each Authority Member's financial contribution commitment towards the GSP Development Budget will be made an item

on the agenda of the meeting of the Authority's Board of Directors that immediately follows the meeting at which the GSP Development Budget is approved. At this meeting, *each Member will be required to make a legally binding commitment of its financial contribution towards the GSP Development Budget.* However, the Authority may continue this item, and thus Members' obligation to make contribution commitments, to a later meeting provided the continuance does not substantially impair the Authority's ability to begin preparing a GSP or otherwise comply with the Sustainable Groundwater Management Act (SGMA).

Section 1.1 of Article VI of the Agreement provides that an Authority member may not withdraw from the Agreement after the conclusion of the meeting where members' make their financial contribution commitments towards the GSP Development Budget. Said differently, Authority members cannot withdraw from the Agreement once financial contribution commitments are made.

On September 13, 2017, the Inyo County Water Department circulated among Authority Members an initial draft of the GSP Development Budget, a copy of which is enclosed. The draft GSP Development Budget separates the tasks and their related costs of preparing a GSP for the basin into two categories: (1) GSA Administrative Tasks and Budget amounting to \$154,030.00 and (2) GSP Preparation Tasks and Budget amounting to \$524,500.00. In total, the amount of the draft GSP Development Budget is \$678,530.00. Staff from the Community Development Department are reviewing the draft GSP Development Budget to determine whether the cost for items included in the budget are reasonable based on their experience.

The draft GSP Development Budget provides several scenarios for Members' contribution commitments. For example, if the Authority is not awarded any grant funds, the cost per Member would be \$20,562.00 per year for the first three (3) years if eleven (11) Members made equal contribution commitments and \$56,544.00 per year for the first three (3) years if only four (4) Members made equal contribution commitments. If, however, the Authority is awarded grant funds for the GSP Preparation Tasks and Budget portion of the draft GSP Development Budget, the Authority would only be seeking contribution commitments for the GSA Administrative Tasks and Budget portion and 50% of the plan preparation budget, or \$416,280.00. In this case, the cost per Member would be \$9,460.00 if eleven (11) Members made equal contribution commitments or \$26,017.00 if only four (4) Members made equal contribution commitments. In an additional scenario, the draft GSP Development Budget assumes that DWR will fund the entire GSP Preparation Tasks and Budget (\$678,530.00) category of the GSP Development Budget because the Authority will qualify for a waiver (or reduction) of the 50% cost share as either a disadvantaged community, a severely disadvantaged community, or an economically distressed area. The County Counsel's Office is reviewing the SGWP Grant Program guidelines and definitions to determine the likelihood of the Authority qualifying for any such designation.

Whether a Member decides to contribute towards the GSP Development Budget determines its voting power. Under Section 2.1 of Article IV of the JPA, Members that contribute toward the GSP Development Budget will have four (4) votes, while Members that decide not to contribute toward the GSP Development Budget will have only two (2) votes. If some members do not contribute an equal share, other members may "pick up" their financial contributions and receive additional votes (i.e., above 4). Members may contribute administrative services towards the GSP Development Budget. Accordingly, the draft GSP Development Budget requests Members provide the Inyo County Water Department their interest in making a financial contribution and/or contributing services towards the GSP Development Budget. Inyo County Water Department has requested this information by September 30, 2017.

D. Sustainable Groundwater Planning Grant Program

On September 8, 2017, DWR released the final version of the SGWP Grant Program proposal solicitation package and guidelines. The SGWP Grant Program makes available to GSAs funds for the preparation of projects and activities associated with the planning, development, and/or preparation of GSPs. Grant awards for projects and activities in high- and medium-priority groundwater basins, such as the Owens Valley Groundwater Basin, may range from \$50,000 up to \$1 million. Per the SGWP Grant Program proposal solicitation package, grant applications and proposals must include a minimum cost share of fifty percent (50%) of the total project cost, which may include in-kind services directly related to the scope of work presented in the grant application. The cost-share requirement may be reduced or waived entirely for applicants that qualify as a disadvantaged community, a severely disadvantaged community, or an economically distressed area. Further, DWR will only accept one grant application per basin, and the deadline for submitting a grant application is November 13, 2017 at 5:00 PM.

The cost of preparing a GSP and complying with SGMA has weighed heavily on all public agencies and districts that have decided or are considering becoming a GSA for a portion of the Owens Valley Groundwater Basin. The decision whether the County should join the Authority depended, at least in part, on the ability of the County to apply and secure funding for the preparation of a GSP from the SGWP Grant Program. At the time, DWR had released only a draft of its SGWP Grant Program proposal solicitation package and guidelines, and it was unclear whether it would accept grant applications from more than one GSA in a given basin. As discussed above, under the final SGWP Grant Program proposal solicitation package, DWR will only accept one application per basin.

One purpose for forming the Authority was to coordinate the efforts of public agencies and districts within the Owens Valley Groundwater Basin to fund a single GSP. This includes the preparation and submission of a single application for funding through the SGWP Grant Program. If, however, the County decides not to remain a Member of the Authority, it has discussed the possibility of submitting its own application to the SGWP Grant Program. While this is not necessarily precluded by the SGWP Grant Program proposal solicitation package and guidelines, the fact that DWR will accept only one application per basin would require the County to coordinate with the Authority and/or other public agencies and entities in the Owens Valley Groundwater Basin to ensure all parties' funding requests are included in a single application to DWR.

Attachments:

Inyo County Water Department Development Budget
SGWP Grant Program Proposal Solicitation Package



(760) 878-0001
FAX: (760) 878-2552

EMAIL: mail@inyowater.org
WEB: <http://www.inyowater.org>

P.O. Box 337
135 South Jackson Street
Independence, CA 93526

**COUNTY OF INYO
WATER DEPARTMENT**

September 11, 2017

TO: Owens Valley Groundwater Authority Members
FROM: Inyo County Water Department
SUBJECT: Draft GSP Development Budget

The Joint Exercise of Powers Agreement creating the Owens Valley Groundwater Authority (Article II Section 4.1 – GSP Development Budget) requires that:

...within six months of the formation of the Authority, the Inyo County Water Department shall, with input from any Members and as it otherwise deems appropriate, develop the Authority's initial budget for development of the GSP [Groundwater Sustainability Plan] over a multi-year period (i.e. until the GSP is approved for implementation) within the requirements of the SGMA (hereinafter referred to as the "GSP Development Budget"). The GSP Development Budget shall function as a forecasting tool for the Members to guide them in their respective Funding Contribution decisions...

Upon notice from the Inyo County Water Department that the GSP Development Budget is complete and ready for approval, the Authority shall place the matter on the next possible Board meeting agenda. The Board of Directors shall adopt the GSP Development Budget as submitted by the Inyo County Water Department. In other words, approval of the GSP Development Budget shall be a ministerial act of the Board of Directors, provided, however, that it may be modified by the Board at a subsequent meeting(s) by a majority of the votes of the Directors appointed by the Members and Associates.

The Water Department has prepared a draft GSP Development Budget, and is soliciting input from the Authority Members concerning the draft budget. The two tables below make up the initial budget for development of the GSP. Table 1 delineates administrative expenses that will be borne by GSA members in one fashion or another. For purposes of budgeting (and demonstrating match requirements in any grant application) the costs of these tasks should be recognized in the budget, however, it is assumed that these tasks could be performed by member

agencies and credited against their respective funding commitments or on a contract reimbursement basis. As you review this draft budget, if you believe that your agency may be interested in performing any of the identified administrative tasks, please let us know along with your proposed hourly rate. While discussions of which agency may provide which services can be discussed and agreed upon later, along with the resulting contract agreements, knowing what folks may be interested in doing now, and for what price would be helpful in refining the budget before it is submitted to the JPA Board for Approval.

Table 2 describes tasks that would be undertaken by a contractor preparing the GSP, which may be funded by a grant if the GSA is a successful grant applicant. The GSP Development Budget set out below is assumed to be a three-year project, anticipating that the GSP would be prepared and submitted to DWR for review by mid-2021 and implemented well prior to the January 31, 2022 deadline by which the basin must be managed under a GSP. The Administrative Budget (Table 1) is based on Water Department staffs' experience with grants, proposals, RFP/RFQs, meeting preparation, and contract management. The Plan Preparation Budget (Table 2) was developed based on budgets from other basins, with consideration of basin-specific aspects of the Owens Valley Groundwater Basin. This draft budget is approximate, with a likely range of uncertainty of $\pm 30\%$. As noted above, this budget can be modified in the future by the GSA Board of Directors. This budget is not yet refined into annual budgets, but approximate annual budgets can be determined by assuming these figures will be distributed equally over three years.

Table 1. GSA Administrative Tasks and Budget

Task	Description	Deliverable	Cost
1. Submit JPA to State	Comply with JPA formation requirements. Responsible party: Inyo.	JPA accepted by State	500
2. Submit GSA notice to DWR	JPA submits required material to DWR to form a GSA. Responsible party: JPA member(s).	Notice accepted by DWR	500
3. Withdraw existing GSA notices	Four existing GSA's withdraw their notices so that JPA/GSA can assume GSA status for whole basin. Responsible parties: Inyo, Mono, TVGMD, Bishop	Notices withdrawn by DWR	500
4. Preparation of initial budget	Inyo WD prepares initial budget for JPA members to identify funding level. Responsible party: Inyo with input from others.	Initial budget adopted by JPA board	680
5. Website development	Website development and maintenance for meeting information and SGMA related documents. Responsible Party: JPA member(s) or contractor.	Web site developed and maintained	15,700
6. Initial meeting	JPA members commit to funding levels, elect officers. Responsible party: JPA members.	Meeting held	600
7. Grant proposal	Develop and submit proposal to DWP for funds to prepare plan. Responsible party: GSA member(s), contractor	Complete grant proposal submitted to DWR	5,100
8. Grant administration and technical assistance.	Manage contract for plan preparation and provide technical assistance to contractor. Responsible party: GSA or GSA member acting as fiscal agent.	Grant billing and reporting maintained.	52,450
9. Meeting preparation and archiving	Notice meetings and public hearings; prepare agendas, minutes, other materials; maintain contact list. Responsible party: GSA member(s).	18 meetings	12,600
10. GSA counsel	Attorney services to GSA – Brown Act compliance, bylaws preparation. Responsible party: GSA member(s).	Legal services for JPA	36,000
11. Associates and interested parties	Contact potential Associates and Interested Parties to determine their interest in participation: GSA.	Address Article V of JPA	2,200
12. Basin boundary modification	GSA may request a basin boundary modification, either for TV/Owens division or extrication of Starlite. GSA or GSA members desiring boundary modification.	Submit complete basin boundary modification to DWR	5,100

13. Data submittal to State	CASGEM compliance has to be maintained. Responsible parties: CASGEM monitoring entities.	CASGEM monitoring entities submit data to DWR	2,040
14. RFP/RFQ for plan preparation	Prepare and circulate RFP/RFQ for contractor to prepare plan. Responsible party: GSA member(s).	RFP/RFQ circulated	2040
15. Plan review	Review of contractor's product. Responsible party: GSA, stakeholders, public.	JPA member review plan	14,960
16. Plan approval	Approval of final plan for submittal. Responsible party: GSA	JPA board adopts plan	--
17. Plan submittal to DWR	Submit plan to DWR. Responsible party: GSA	Plan is submitted to DWR	340
18. DWR plan review	DWR reviews plan. Responsible party: DWR	DWR identifies revisions to plan	--
19. GSP revision and submittal to DWR	GSA revises plan as DWR's review may require. Responsible party: GSA, contractor	JPA revises plan and DWR approves	2040

GSA Administrative Tasks Total			154,030
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Table 2. Groundwater Sustainability Plan Preparation Tasks and Budget

Task	Description	Deliverable	Cost
1. Initial meeting	Plan preparation consultant meets with GSA and public to discuss GSP requirements, GSP goals and objectives, and GSP outline.	Presentation materials and meeting summary.	15,000
2. Data compilation, review, and management	Consultant works with GSA members to compile available documents and data related to GSP preparation, including technical standards, monitoring plans, reporting protocols, reports, studies, plans, models, and court documents. Describe current basin condition with respect to SGMA sustainability criteria. Data gaps are identified. Develop a system for storing and accessing data.	Plan content.	35,000
3. GSP area and GSA information	Describe institutional and jurisdictional framework, demographics, and land use in GSA/GSP area	Plan content	35,000
4. Hydrogeologic conceptual model	Describe groundwater system (structural geology, hydrostratigraphy, recharge and discharge zones, hydraulic parameters, basin boundary conditions, water quality). Includes maps, cross-sections, and other graphical rendering of content.	Plan content	22,000
5. Identify management areas	Identify management areas based on hydrogeologic and managerial considerations based on Tasks 2, 3, and 4.	Plan content	24,000
6. Water budget	Quantify budgets based on Tasks 2, 4, and 5. Identify basin-wide and management-area water budgets.	Plan content	47,500
7. Define sustainability criteria	Identify and discuss SGMA undesirable results' applicability to Owens Valley Basin. Show where undesirable results are not present. Identify minimum thresholds and measurable objectives.	Plan content	27,000
8. Progress report public meeting	Report on progress in a public workshop setting and receive public comment	Meeting presentation materials and meeting notes	15,000
9. Develop/refine monitoring program	Refine existing monitoring programs as necessary to track basin conditions with respect to sustainability criteria.	Plan content	25,000
10. Identify and describe projects and management actions	Identify projects to mitigate groundwater problems, including monitoring network improvements, studies to cause(s) of undesirable groundwater conditions, revisions and updates to groundwater models, and management area specific projects. Develop goals and objectives, scope, tasks, budget, and schedule for projects.	Plan content	47,000
11. Develop system for annual reporting.	Develop strategy and tools for streamlining annual reporting process.	Templates and procedures for producing and submitting annual reports	20,000
12. Develop implementation schedule budget	Estimate ongoing monitoring, management, and reporting costs for GSA.	Plan content	7,000
13. Compilation, presentation, and submittal of GSP	Compile GSP administrative draft for internal review; revise based on internal review, compile public release draft; attend public hearing; based on public hearing and direction from GSA, compile final draft. Submit final draft to state for review.	Final Plan for submittal to DWR	135,000

14. Revise according to DWR evaluation and assessment	Address deficiencies and corrective actions identified by DWR, and resubmit.	Revised final plan accepted by DWR	15,000
15. Coordination meetings	Monthly or bimonthly calls with GSA staff to coordinate plan development activities and maintain progress throughout project.	Call notes and action items	60,000
Contractor cost subtotal			524,500
Contract administration	10% administrative costs for GSA fiscal agent		52,450
Plan Preparation Total			576,950

3-Year Budget Total

GSA Administrative Budget	154,030
Plan Preparation Contractor	524,500
Total	678,530

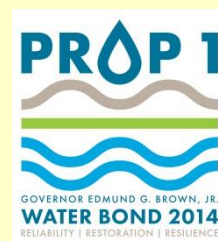
As you can see, the Budget seems promising and workable. Even without obtaining a grant that will substantially reduce costs, \$678,530 for three years equates to \$226,176 a year. Split equally between the 11 member agencies (not accounting for Associate member cost sharing) the cost is \$20,562 per member per year with each agency sharing equally in voting. If only four (4) of the 11 member agencies agree to fund the JPA (and assuming no partial funding) the cost is \$56,544 per year for those four (4) agencies with each of the four (4) agencies having an equal number of votes. If we are successful in obtaining a grant for the plan preparation total, then \$154,030 split among 11 member agencies for three years would be \$4,668 annually, or less if the contract administration is funded through the grant. This analysis is preliminary and we hope, once the Board is constituted and votes apportioned based on funding commitments, that contributions from Associates and/or a successful grant application can reduce member contributions even further.

Please provide any feedback regarding the proposed budget, and your agencies interest and cost for providing certain administrative tasks by September 30. We are also happy to meet to discuss the draft budget in person before the JPA Board meeting which we are trying to schedule sometime in the next few weeks.

Sustainable Groundwater
Planning Grant Program

Groundwater Sustainability Plans and Projects Proposal Solicitation Package

September 2017



California Natural Resources Agency
Department of Water Resources
Division of Integrated Regional Water
Management

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FOREWORD

The California Department of Water Resources (DWR) is administering the Sustainable Groundwater Planning (SGWP) Grant Program using funds authorized by the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1). This document is the Proposal Solicitation Package (PSP) for Groundwater Sustainability Plans (GSPs) and Projects.

This document is not a stand-alone document and the applicant will need to refer to the 2015 SGWP Grant Program Guidelines (Guidelines) for additional information. Potential applicants are encouraged to read both the Guidelines, PSP, and grant agreement template prior to deciding to submit an application. The 2015 Guidelines can be found at the following link: <http://www.water.ca.gov/irwm/grants/sgwp/guidelines.cfm>.

A complete list of acronyms and abbreviations, and a glossary of terms used throughout this PSP are available in the Guidelines.

Grant Program Website and Other Useful Links

This document as well as other pertinent information about the SGWP Grant Program can be found at the following link: <http://www.water.ca.gov/irwm/grants/sgwp/>.

Other useful links are identified below.

- Sustainable Groundwater Management Act (SGMA):
https://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=WAT&division=6.&title=&part=2.74.&chapter=&article=
- GSP Regulations:
[https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I74F39D13C76F497DB40E93C75FC716AA&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)%20](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I74F39D13C76F497DB40E93C75FC716AA&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)%20)
- California's Groundwater: Bulletin 118 (2016):
<http://water.ca.gov/groundwater/bulletin118/update.cfm>
- Basin Prioritization: http://www.water.ca.gov/groundwater/casgem/basin_prioritization.cfm
- Critically Overdrafted Basins: <http://www.water.ca.gov/groundwater/sgm/cod.cfm>
- Groundwater Sustainability Agency (GSA) Formation: <http://water.ca.gov/groundwater/sgm/gsa.cfm>
- Disadvantaged Community (DAC) Mapping Tool:
http://www.water.ca.gov/irwm/grants/resources_dac.cfm
- Economically Distressed Area (EDA) Mapping Tool:
http://www.water.ca.gov/irwm/grants/resources_eda.cfm
- Best Management Practices (BMP): <http://water.ca.gov/groundwater/sgm/bmps.cfm>
- GSP Regulations Guide: http://water.ca.gov/groundwater/sgm/pdfs/GSP_Final_Regs_Guidebook.pdf

E-Mail List

In addition to the website, DWR will distribute information via e-mail. If you are not already on the SGWP Grant Program e-mail contact list, please use the following link to be added to the list: <http://water.ca.gov/irwm/grants/sgwp/subscription.cfm>.

Contact Information

For questions about this document, or other technical issues, please contact DWR's Financial Assistance Branch at (916) 651-9613 or by e-mail at: SGWP@water.ca.gov.

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I. INTRODUCTION

DWR is administering the SGWP Grant Program, using funds authorized by Proposition 1, to encourage sustainable management of groundwater resources that support SGMA. SGMA was signed into law in 2014 and amended the Water Code (Part 2.74 of Division 6 of the Water Code, Sections 10720-10737.8). SGMA provides the framework for sustainable groundwater management planning and implementation. SGMA text can be found at the link listed in the Foreword.

SGMA fosters sustainable groundwater management in California's designated high and medium priority groundwater basins or subbasins, hereinafter referred to as basins, by requiring local public agencies and Groundwater Sustainability Agencies (GSAs) to develop and implement GSPs or alternatives to GSPs (Alternative). The regulations for the evaluation of GSPs and Alternatives, the implementation of GSPs and Alternatives, and coordination agreements between GSAs and/or stakeholders are hereinafter referred to as the GSP Regulations. The GSP Regulations were approved by the California Water Commission on May 18, 2016, and are codified in the California Code of Regulations (CCR), Title 23, Division 2, Chapter 1.5, Subchapter 2, and can be found at the link listed in the Foreword.

DWR previously issued the Guidelines that will be used to administer this grant solicitation. The Guidelines provide general information regarding program and eligibility requirements. This PSP is making a total of approximately \$86.3 million available. The PSP contains specific information regarding the process, eligibility, and required content for grant proposals or applications. Potential applicants are encouraged to read both the Guidelines and PSP prior to deciding to submit an application. The Guidelines can be found at the link listed in the Foreword.

II. FUNDING

Proposition 1 authorized \$100 million to be made available for competitive grants for projects that develop and implement groundwater plans and projects in accordance with groundwater planning requirements established under Division 6 (commencing with Section 10000) (Water Code Section 79775). Of the \$100 million, \$5 million is allocated for DWR's program delivery and another \$2 million is allocated for statewide costs (issuance of bonds). Proposition 1 also requires that at least 10 percent (%), of the authorized \$100 million (\$10 million), be made available to projects that serve Severely Disadvantaged Communities (SDACs), defined as communities with a median household income (MHI) of less than 60% of the Statewide MHI.

DWR will solicit proposals to award funding on a competitive basis in two funding categories:

- Category 1 – SDAC Projects
- Category 2 – Groundwater Sustainability Plans, which has two tiers
 - Tier 1 - Critically overdrafted basins
 - Tier 2 - All other high and medium priority basins

Table 1 presents the funding information for both categories, as well as for both Tiers. Categories are described further in Section III B.

Funding Category		Total Funding	Maximum Grant Amount*
Category 1		At least \$10 million	\$1 million per project
Category 2	Tier 1	At least \$15 million	\$1.5 million per basin
	Tier 2	-	\$ 1 million per basin

* DWR reserves the right to award less than the maximum grant amount shown. Minimum grant amount that can be requested is \$50,000.

A. Cost Share

Proposition 1 requires a minimum cost share of 50% of the total project cost. Project expenses must be incurred after January 1, 2015 (effective date of SGMA), to be considered as cost share. Cost share must meet the conditions outlined in Section V.I of the Guidelines and the definitions of “local cost share” contained in Appendix B of the Guidelines. The cost share requirement for projects benefiting a SDAC, DAC, or EDA may be waived or reduced. For definitions of SDAC, DAC, and EDA, see Appendix B of the Guidelines.

DWR will use the information presented in the applications to evaluate whether the project provides benefits to a SDAC, DAC or an EDA to determine whether the required cost share is waived or reduced (see Appendices E and F of the Guidelines for additional details).

B. Eligible Costs and Payment

Costs incurred by grant recipients after July 1, 2017 and meeting the conditions of “Eligible Costs” as outlined in Section V.I of the Guidelines can be eligible for reimbursement. DWR’s standard method of payment is reimbursement in arrears. Notwithstanding that statement and consistent with Water Code Section 10551, DWR will consider advance payment requests for Category 1 projects (SDAC Project), if all the following requirements are met:

- The project is included and implemented in an Integrated Regional Water Management Plan (IRWM)
- The project is sponsored by a nonprofit organization, DAC, or proponent of a project that benefits a DAC
- The grant award is less than \$1 million

See Appendix A for more detail regarding advanced payment.

III. ELIGIBILITY

Applications for SGWP grants must meet all applicable eligibility criteria to be considered for grant funding as described in Guidelines Section III. Additional eligibility requirements are described below and identified in Questions 4 through 8 in Section V, Table 3 of this PSP.

A. Eligible Applicant

Eligible applicants for Category 1 proposals are public agencies, non-profit organizations, public utilities, federally recognized Indian tribes, California Native American Tribes, and mutual water companies (Water Code Section 79712.(a-b)). See Appendix B of the Guidelines for definition of these terms for eligible applicant.

Eligible applicants for Category 2 proposals are GSAs or member agencies of the GSAs for the basin for which the application is submitted. For basins with an Alternative, the applicant for Category 2 must be the local agency who submitted the Alternative. For Category 2 proposals, only one application will be accepted per basin. However, an applicant acting as the sole GSA over multiple basins must submit one consolidated application and may request up to \$500,000 total for any and all additional basins, in addition to the maximum grant amount identified in Table 1.

For Category 2 proposals, the grant applicant is the agency submitting the application on behalf of the basin. The grant applicant is also the agency that would enter into an agreement with the State, should the application be successful. If there is more than one eligible agency within a basin, an eligible agency may be part of the proposal as a project proponent, but must identify a single entity that will act as the grant applicant and submit a basin-wide application and receive the grant on behalf of the basin. Project proponents would access grant funding through their relationship with the grant applicant, at DWR’s discretion. DWR may make additional funding available for the planning, development, or preparation of GSPs.

B. Eligible Project Types

For Category 1 projects, the project area and service area must be within a DWR Bulletin 118 (2016) basin or a non-adjudicated portion of a basin that are designated by DWR as high or medium priority basins.

Category 2 projects must be within a DWR Bulletin 118 (2016) basin or a non-adjudicated portion of a basin that are designated by DWR as high or medium priority basins.

Category 2 projects located in basins determined to be probationary under SGMA by State Water Resources Control Board are not eligible for this grant program.

Category 2 projects located in a basin in which an Alternative is approved will not be eligible for funding.

Please check links for additional information on Bulletin 118, Basin Prioritization, Critically Overdrafted Basins, and GSA Formation provided in the Foreword.

1. Category 1 – SDAC Projects

Category 1 eligible projects must serve SDAC(s) and support groundwater sustainability planning and management in the basin. Applicant must provide information as outlined in Attachment 3 to demonstrate eligibility. Eligible Category 1 projects include but are not limited to the following examples:

TECHNICAL AND PLANNING ASSISTANCE

- Vulnerability assessments
- Technical assistance for SDACs to gather information and participate in groundwater sustainability planning activities
- Evaluate the groundwater management needs of SDACs, including actions that foster engagement of SDACs in sustainable groundwater planning activities

OTHER PROJECTS

- Develop feasibility studies
- Design and environmental planning
- Develop pilot or demonstration projects
- Connect communities on degraded groundwater to municipal supplies
- Installation of meters on groundwater production wells
- Instrumentation of monitoring wells with pressure transducers

2. Category 2 – Groundwater Sustainability Plans

Category 2 eligible project types include those activities associated with the planning, development, or preparation of GSP(s) that will comply with and meet the requirements of the GSP Regulations. The use of the term "project" when describing Category 2 is used to collectively refer to the planning and development activities associated with completing a GSP.

IV. SOLICITATION PROCESS AND SCHEDULE

This grant solicitation will use an open filing approach, which will include two-phases, if necessary. The first phase of the solicitation will be open for nine weeks with anticipated grant awards in Winter 2017. If all funds are not awarded in phase one or additional funding becomes available, DWR will open a second phase of solicitation to award the remaining funds. The anticipated schedule for this grant solicitation is presented in Table 2. Any change or update to the schedule will be posted on the DWR website. Updates may also be notified through e-mail announcements. To be placed on the SGWP Grant Program e-mail contact list, please use the link listed in the Foreword.

Table 2 - Schedule for 2017 SGWP Grant Solicitation	
Milestone or Activity	Schedule <i>Italics denote tentative dates</i>
Release of Final GSPs and Projects PSP/Phase 1 solicitation opens for Open Filing	<i>September 2017</i>
<i>End of Phase 1 Open Filing</i> : Grant Applications must be submitted via GRanTS	<i>November 13, 2017</i>
Release of Phase 1 Funding Awards	<i>November - December 2017</i>
Tentative Phase 2 Solicitation Open Filing: Grant Applications must be submitted via GRanTS	<i>June 2018 through August 2018</i>
Release of Funding Awards*	<i>TBD</i>
<i>*Date will be determined depending on remaining funds and number of applications received</i>	

V. APPLICATION INSTRUCTIONS

This section provides instructions for preparing and submitting an application. The Application Instructions section consists of two subsections: A. *What to Submit* and B. *How to Submit*. It is important that the applicants follow the Application Instructions to ensure that their application will address all of the required elements. Applicants are reminded that once the application has been submitted to DWR, any privacy rights as well as other confidentiality protections afforded by law with respect to the application package will be waived.

A. What to Submit

Applicants must submit a complete SGWP Grant Application during the open filing phase shown in Table 2. The grant application consists of four sections or “Tabs”, as follows:

- Applicant Information Tab
- Projects Tab
- Questions Tab
- Attachments Tab

Additional details regarding the Tabs is outlined in Section V, Table 3 – Grant Application Checklist, which is provided as a guide for the applicants to ensure the required information is submitted for a complete application.

Category 1 proposals may be submitted separately or can be included with a Category 2 proposal. In the event that an applicant submits an application for multiple projects, the applicant must ensure that the “Tabs” are complete for each of the projects within the grant application. For example, Category 1 proposals may include separate projects for different SDACs within a basin; Category 2 proposals may include multiple projects for GSP development executed by different GSAs within a basin. However, as identified in Table 1, Category 2 proposals may include multiple projects with the project budgets collectively not exceeding \$1.5 million for critically overdrafted basins or not exceeding \$1 million for other high or medium priority basins, respectively.

B. How to Submit

Applicants must submit a complete application online using DWR’s Grant Review and Tracking System (GRanTS) electronic submittal tool. GRanTS can only be accessed with Internet Explorer and Google Chrome. The online GRanTS application will be available for use and can be found at the following link: <http://www.water.ca.gov/grants/>.

The name of this PSP in GRanTS is “2017 SGWP PSP Phase 1”. To access this PSP, applicants must register and have an account in GRanTS, if they have not already done so. The online application will be available no later than September 11, 2017.

Applicants are encouraged to watch the "How to Register" and the "How to Complete a Grant Application" videos and review the GRanTS Public User Guide and Frequently Asked Questions, available at the above link, prior to completing the online application. If an applicant has questions as to the content or the information requested in the PSP, or questions or problems with GRanTS, please refer to the phone number or e-mail listed in the Foreword.

Within GRanTS, pull down menus, text boxes, or multiple-choice selections will be used to receive answers to the questions. GRanTS will allow applicants to type text or cut and paste information from other documents directly into a GRanTS submittal screen.

When uploading an attachment in GRanTS, the following attachment title naming convention must be used:

Att#_2017SGWPC#_ AttachmentName_#ofTotal#

Where:

- “Att#” is the attachment number
- “2017SGWPC1” is the code for Category 1 proposals
- “2017SGWPC2” is the code for Category 2 proposals
- “2017SGWPC1&2” is the code a proposal that contains both Category 1 and 2 projects
- “AttachmentName” is the name of the attachment as specified in Section V.B.2 – Attachment Tab Instructions
- “#ofTotal#” identifies the number of files that make up an attachment, where “#” is the number of a file and “Total#” is the total number of files submitted in the attachment

For example, if the Attachment 1 – Authorizing Documentation for a project eligible under Category 1 is made up of three files, the second file in the set would be named “Att1_2017SGWPC1_AuthDoc_2of3”.

File size for each attachment submitted via GRanTS is limited to 2 gigabytes (GB). Breaking documents into components such as chapters or logical components so that files are less than 2 GB will aid in uploading files. Acceptable file formats are: PDF, MS Word, MS Excel, or MS Project. PDF files should be generated, if possible, from the original application file rather than scanned hard copy. All portions of the GRanTS application must be received in the open filing phase. Submittals received outside the open filing phase will not be reviewed or considered for funding. The GRanTS system will allow applicants to resubmit any attachments before the close of the open filing phase. Applicants must notify DWR via SGWP@water.ca.gov when the proposal submittal is ready for DWR’s review.

1. Grant Application Checklist

Note: Please provide answers to only the questions listed in Table 3. Do not answer questions that appear on the screen in GRanTS, but are not listed below unless marked with an asterisk.

Table 3 – Grant Application Checklist	
INFORMATION TAB	
<i>The following information is general and applies to the applicant and the overall proposal. Specific project information should be detailed on separate project tabs provided in the GRanTS application. Applicants must enter all information listed in the Information Tab of this checklist (Table 3) along with any field marked with an asterisk.</i>	
APPLICANT INFORMATION	
	Organization Name: Provide the name of the Agency/Organization responsible for submitting the application. Should the Proposal be successful, this Agency/Organization will be the Grantee.
	Tax ID: Tax ID is automatically displayed for registered organizations.
	Point of Contact: <ul style="list-style-type: none"> Select “Existing Register Users” to select the registered user associated with the organization specified above. The rest of the contact information (Division, Address, e-mail, etc.) are auto populated once the above registered user is selected. Select “Add New User” to add an unregistered user. Please select Division (address will be auto populated) and type the First Name, Last Name, E-mail, and Phone (Direct) of the new user. Please note that the e-mail address will be the new user’s login name.
	Point of Contact Position Title: Provide the title of the point of contact person. (Maximum Character Limit: 50)
	Proposal Name: Provide the title of the Proposal. (Maximum Character Limit: 150)
	Proposal Objective: Provide the objective of the Proposal. (Maximum Character Limit: 2,000)
PROPOSAL BUDGET	
<i>For the proposal, the following budget items should be taken from Table 5.</i>	
	Other Contribution: Provide the amount of other funds (such as other State grants) not included in the categories as listed below. If there is no other contribution, enter zero.
	Local Contribution (Cost Share): Provide the total local cost share that will be committed to the Proposal. The SGWP Grant Program requires a minimum local cost share of 50% of total proposal cost unless the project benefits a DAC, SDAC, or an EDA.
	Federal Contribution: Enter Federal funds being used. If none, enter zeros.
	In-kind Contribution: Leave Blank, and include all In-Kind Contributions in the Local Contribution total.
	Amount Requested (Grant Funds Requested): Provide the amount of total grant funds requested.
	Total Proposal Cost: Provide the total proposal cost, in dollars. This amount must agree with the total proposal cost shown in Attachment 5.
GEOGRAPHIC INFORMATION	
GRanTS requests latitude and longitude in degrees, minutes, and seconds. You may use converters on the web such as https://www.fcc.gov/media/radio/dms-decimal	
	Latitude: Enter the Latitude at the location that best represents the project area.
	Longitude: Enter the Longitude at the location that best represents the center of the project area.
	Longitude/Latitude Clarification: Only use if necessary. (Maximum Character Limit: 250)
	Location: Identify the approximate location that best represents the center of the project area. (Maximum Character Limit: 100)
	County(ies): Provide the county(ies) in which the project is located.
	Groundwater Basins: Provide the groundwater basin(s) as listed in the current version of DWR Bulletin 118 (http://www.water.ca.gov/groundwater/bulletin118/update.cfm) in which your project is located. For proposals covering multiple groundwater basins, hold the control key down and select all that apply.
	Hydrologic Regions: Provide the hydrologic region in which the project is located. For proposals covering multiple hydrologic regions, hold down the control key and select all that apply.
	Watershed(s): (Maximum Character Limit: 250) Provide the name of the watershed(s) the groundwater basin underlies. A map of California watersheds can be found at the following link: http://www.conservation.ca.gov/dlrp/wp/Documents/CALFED_Watershed_Map[1].pdf . If your groundwater basin covers multiple watersheds, you may only provide one “Unique Watershed Number” as listed on the watershed map.
LEGISLATIVE INFORMATION	
	Enter the State Assembly, State Senate, and U.S. Congressional Districts in which the groundwater basin is located. For proposals covering multiple State Assembly, State Senate, and U.S. Congressional Districts, hold the control key down and select all that apply. Maps of these districts are found at http://www.legislature.ca.gov/legislators_and_districts/legislators/your legislator.html .

Table 3 – Grant Application Checklist

PROJECTS TAB	
<i>This section contains information about the project contained in the Proposal. Applicants must enter all information listed in the Projects Tab of this checklist (Table 3) along with any field marked with an asterisk.</i>	
PROJECT INFORMATION	
	<u>Project Name</u> : Provide the title of the proposal. (Maximum Character Limit: 150 characters)
	<u>Implementing Organization</u> :
	<u>Secondary Implementing Organization</u> : (Maximum Character Limit: 125 characters) As applicable
	<u>Proposed Start Date</u> :
	<u>Proposed End Date</u> :
	<u>Scope Of Work</u> : (Maximum Character Limit: 500 characters)
	<u>Project Description</u> : (Maximum Character Limit: 2,000 characters)
	<u>Project Objective</u> : (Maximum Character Limit: 500 characters)
PROJECT BENEFITS INFORMATION	
<i>Please do not enter any information into GRanTS for the following Project Benefits Questions. They are standard GRanTS questions and cannot be removed, but are unnecessary for SGWP Grant Applicants.</i>	
	<u>Benefit Level</u> : Leave blank.
	<u>Benefit Type</u> : Leave blank.
	<u>Benefit</u> : Leave blank.
	<u>Description</u> : Leave blank.
	<u>Measurement</u> : Leave blank.
PROJECT BUDGET	
<i>For each project, the following budget items should be taken from Table 4.</i>	
	If only one project is being proposed, use the “Copy Budget data from Applicant Info” feature to populate previously entered data. Otherwise, enter individual budget items for each project in the same manner as described for the Applicant Information Tab. The sum of the budget items must agree with the total project budget.
GEOGRAPHIC INFORMATION	
	Enter the geographical information for each individual project location (latitude and longitude in degrees, minutes, and seconds).
LEGISLATIVE INFORMATION	
	If only one project is being proposed, use the “Copy Legislative data from Applicant Info” feature to populate previously entered data. Otherwise, enter legislative information for each project in the same manner as described for the Applicant Information Tab. For projects covering more than one district, hold the control key down and select all that apply.
QUESTIONS TAB	
<i>The answers to these questions will be used in processing the application and determining eligibility and completeness.</i>	
	<u>Q1. Project Description</u> : Provide a brief abstract of the Proposal. This abstract must provide an overview of the proposal including the main issues and priorities addressed in the proposal. (25 words or less)
	<u>Q2. Project Representative</u> : Provide the name and details of the person responsible for signing and executing the grant agreement for the applicant. Persons that are subcontractors to be paid by the grant cannot be listed as the Project Representative.
	<u>Q3. Project Manager</u> : Provide the name, title, and contact information of the Project Manager from the applicant agency or organization that will be the day-to-day contact on this application.
	<u>Q4. Eligibility</u> : Has the applicant met the requirements of DWR’s California Statewide Groundwater Elevation Monitoring (CASGEM) Program?
	<u>Q5. Eligibility</u> : Is the applicant an agricultural water supplier? If yes, has the applicant submitted a complete Agricultural Water Management Plan (AWMP) to DWR? Has the AWMP been verified as complete by DWR? If the AWMP has not been submitted, explain and provide the anticipated submittal date?
	<u>Q6. Eligibility</u> : Is the applicant an urban water supplier? If yes, has the applicant submitted a complete Urban Water Management Plan (UWMP) to DWR? Has the UWMP been verified as complete by DWR? If the UWMP has not been submitted, explain and provide the anticipated date for submittal.
	<u>Q7. Eligibility</u> : Is the applicant a surface water diverter? If yes, has the applicant submitted to the State Water Resources Control Board (SWRCB) their surface water diversion reports in compliance with requirements outlined in Part 5.1 (commencing with Section 5100) of Division 2 of the Water Code? If the reports have not been submitted, explain and provide the anticipated date for meeting the requirements.

Table 3 – Grant Application Checklist

Q8. Eligibility: Does the proposal include any of the following activities:	
<ul style="list-style-type: none"> • The potential to adversely impact a wild and scenic river or any river afforded protection under the California or Federal Wild and Scenic Rivers Act • Acquisition of land through eminent domain • Design, construction, operation, mitigation, or maintenance of Delta conveyance facilities • Acquisition of water except for projects that will provide fisheries or ecosystem benefits or improvements that are greater than required currently applicable environmental mitigation measures or compliance obligations • Pay any share of the costs of remediation recovered from parties responsible for the contamination of a groundwater storage aquifer • Projects or groundwater planning activities associated with adjudicated groundwater basins. 	
If yes, the project is not eligible to receive grant funding.	
Q9. DAC or EDA Cost Share Waiver or Reduction: Are you applying for cost share waiver or reduction as a DAC, SDAC, or EDA? Fill out Attachment 7, Attachment 8, or Attachment 9 as appropriate.	
Q10. Project Area Map: Provide a map illustrating the groundwater basin, relevant project features, service area (may represent the area covered by GSP for Category 2), and SDAC, DAC, EDA area, if applicable.	
ATTACHMENTS TAB	
<i>Provide the attachments listed below by attaching files to the GRanTS application. When attaching files, please use the naming convention found in Section V.B of this PSP. Requirements for information to be included in these attachments are found in Section V.B.2 of this PSP.</i>	
Attachment #	Attachment Title
Attachment 1	Authorization
Attachment 2	Eligibility Applicant Documentation
Attachment 3	Project Justification
Attachment 4	Work Plan
Attachment 5	Budget
Attachment 6	Schedule
Attachment 7	Disadvantaged Community (if applicable)
Attachment 8	Economically Distressed Area (if applicable)
Attachment 9	Severely Disadvantaged Community (if applicable)

2. Attachments Tab Instructions

Within the Attachments Tab, Applicants are required to submit up to nine (9) attachments (as applicable) to complete the 2017 SGWP grant application. A discussion of each attachment is provided below. Attachments 1 and 2 are mandatory and provide back-up documentation for eligibility of applicant. Attachments 3 through 6 are required to be scored during application review. Attachment 3 will be considered for tie-breaking purposes. Attachments 7 through 9 are optional, but are necessary to be completed if the applicant is requesting a cost share waiver or reduction, or for SDAC eligibility, as applicable.

ATTACHMENT 1. AUTHORIZING DOCUMENTATION

For the “AttachmentName” in the naming convention of GRanTS, use “AuthDoc” for this attachment.

The applicant must provide a resolution adopted by the applicant’s governing body designating an authorized representative to submit the application and execute an agreement with the State of California for a 2017 SGWP Grant. If the resolution cannot be signed prior to the application due date, please contact DWR, as indicated in the Foreword, to discuss the situation and explain this in Attachment 1, including an anticipated submittal date for the approved resolution.

The following text box provides an example of the resolution that must be submitted to fulfill this requirement.

RESOLUTION NO. _____

Resolved by the <Insert name of applicant governing body>, that application be made to the California Department of Water Resources to obtain a grant under the 2017 Sustainable Groundwater Planning Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (Water Code Section 79700 *et seq.*), and to enter into an agreement to receive a grant for the: <Insert name of Proposal>. The <Insert title of authorized applicant official> of the <Insert name of applicant>, or designee is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with California Department of Water Resources. Passed and adopted at a meeting of the <Insert name of applicant > on <Insert date>.

Authorized Original Signature: _____

Printed Name: _____

Title: _____

Clerk/Secretary: _____

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the <Insert name of applicant> held on <Insert Date>.

Clerk/Secretary: _____

ATTACHMENT 2. ELIGIBILITY DOCUMENTATION

For the “AttachmentName” in the naming convention of GRanTS, use “EligDoc” for this attachment.

The applicant must provide the following information, where applicable.

- Is the applicant a public agency, non-profit organization, public utility, federally recognized Indian tribe, California Native American Tribe, or mutual water company (Water Code Sections 79712.(a-b))? Please explain.
- CASGEM Basin Prioritization and Compliance
- Urban Water Management Compliance
- Agricultural Water Management Compliance
- Surface Water Diverter Compliance

CASGEM Compliance – The CASGEM Program description, along with the basin prioritization information, can be found at the following link: <http://www.water.ca.gov/groundwater/casgem/>.

If the applicant is the CASGEM monitoring entity for the basin, the applicant must provide eligibility documentation. For the portion of high and medium priority basins that do not have a CASGEM monitoring entity, the grant applicant will not be eligible to receive grant funding (Water Code Section 10933.7(a)). Consistent with Water Code Section 10933.7(b), if the applicant area is demonstrated to be a DAC, as defined in Appendix B of the Guidelines, the project will be considered eligible for grant funding notwithstanding CASGEM compliance.

Urban Water Management Compliance – If the applicant is an urban water supplier, or urban water suppliers will receive funding from the proposed grant through a joint-powers agreement (JPA) or other legal agreement, please provide documentation from DWR that verifies that the 2015 UWMP addresses the relevant Water Code requirements. If the 2015 UWMP has not been verified by DWR, explain and provide the anticipated date for having a verified 2015 UWMP. *Note: The 2015 UWMPs were due to DWR by July 1, 2016.*

Maintain compliance with Sustainable Water Use and Demand Reduction, Part 2.55 of Division 6 (Water Code Section 10608 *et seq.*). All urban water suppliers must submit documentation that demonstrates they are meeting the 2015 interim Gallons per Capita per Day (GPCD) target. If not meeting the interim target, also include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to Water Code Section 10608.24.

Each urban water supplier proposing wastewater projects, water use efficiency projects, or drinking water projects must complete the Water Metering compliance self-certification form. Applicants must self-certify their compliance with the water metering requirements contained in Water Code Section 525 *et seq.* The Water Metering Compliance Self-Certification Form and instructions can be found at the following link: www.water.ca.gov/irwm/grants/resources_forms.cfm.

Agricultural Water Management Compliance – If the applicant is an agricultural water supplier, or agricultural water suppliers will receive funding from the proposed grant through a JPA or other legal agreement, please include documentation that identifies the AWMP in the list of plans identified on DWR’s website at <http://www.water.ca.gov/wateruseefficiency/sb7/planlist2015.cfm>. If the 2015 AWMP has not been identified on the forementioned website by DWR, explain and provide the anticipated date for having a verified 2015 AWMP. *Note: The 2015 AWMPs were required to be adopted by December 31, 2015 and submitted to DWR by January 31, 2016.*

Surface Water Diverter Compliance – If the applicant is a surface water diverter, or will receive funding from the proposed grant through a JPA or other legal agreement, please state whether they have submitted to the State Water Resources Control Board (SWRCB) surface water diversion reports in compliance with requirements outlined in Part 5.1 (commencing with Section 5100) of Division 2 of the Water Code. Submit SWRCB verification documentation. If a surface water diverter has not, explain and provide the anticipated date for meeting the requirements.

Note: If the applicant is a GSA formed through a JPA or memorandum of understanding (MOU), the named grantee must submit the applicable eligibility documentation and is subject to continuing eligibility requirements. If other entities (e.g., member agencies of the JPA or MOU) are named in the grant agreement as project proponent or sub-grantees, then they too would need to submit the required eligibility documentation and would also be subject to continuing eligibility requirements.

ATTACHMENT 3. PROJECT JUSTIFICATION

For the “AttachmentName” in the naming convention of GRanTS, use “ProjJus” for this attachment.

Category 1

PROJECT DESCRIPTION

All Category 1 applications must provide a project description that addresses the requested information identified below. Project description must not exceed three pages (not including tables and figures) using a minimum 10-point type font.

Project description must include the following:

- A complete, detailed description of the project, including the goals and objectives of the project, need for the project, project facilities and location (if applicable), and tools to be developed if any.
- A map for each project that shows the geographical location of a project with a marker or service area; the basin boundary (per DWR Bulletin 118), the GSA(s) service areas in the project service area, facilities of the project; DACs, SDACs, EDAs within the project service area; and any other project features that may apply. Applicants may use the ArcGIS Map Package, link provided in the Foreword.
- A discussion of data, technical methods, and analysis to be used to meet the project goals and objectives.
- Identify SDAC(s) and describe how the SDAC(s) will directly benefit from and be served by implementation of the project.
- Identify how the project will support development of groundwater sustainability plans and projects in the basin.

PROJECT PHYSICAL BENEFITS

For any construction project, physical benefits are the expected measurable accomplishments of a project. Physical benefits should be based on estimated measures of project annual accomplishments averaged over

the period of project life. Project physical benefit description must not exceed one page using a minimum 10-point type font. Examples of physical benefits include, but are not limited to:

- Amount of water supply produced or improved water supply reliability.
- Types (constituents) and amounts of water quality improvement provided, and the amount of water treated or improved.

PROJECT SUPPORT

Applicants requesting funding must provide documentation to demonstrate project support and must include the following items:

- If the applicant is the GSA for the basin or the local agency in the basin which submitted an Alternative, provide evidence that the applicant has coordinated with the SDAC including letters of support from the SDAC (examples such as local government board members, tribal council members, etc.).
- If the applicant is not the GSA for the basin, demonstrate and provide evidence that the applicant has coordinated with the GSA(s) for the basin or the local agency in the basin which submitted an Alternative, regarding implementation of the project (e.g., meeting minutes, letters of support, emails, other forms of correspondence).

Category 2

PROPOSAL SUMMARY

The applicant must include a Proposal level “Summary” highlighting each project contained in the Proposal and must demonstrate that it encompasses the entire basin or describes why a portion of the basin is not covered in the Proposal. Each applicant must provide a map for each project that shows the geographical location of a project with a marker or service area (may represent the area covered by a GSP); the basin boundary (per DWR Bulletin 118), facilities of the project; DACs, SDACs, EDAs within the project service area; and any other project features that may apply. Applicants may use the ArcGIS Map Package, link provided in the Foreword.

Also include the name of the respective implementing agency/organization for each project. Additionally, for each proposed project, discuss how the project will address a current need of the basin in relation to sustainable groundwater management. The Summary must not exceed one page using a minimum 10-point type font, with the exception of maps, figures, or tables.

TECHNICAL NEED

Applicants must provide an explanation of their “Technical Need” for each project. For example, the applicants may provide a justification of how this funding could assist in development of a monitoring network. The explanation for each project must not exceed one page using a minimum 10-point type font.

PROJECT SUPPORT

Applicants requesting funding for Category 2 must submit the following, as applicable:

- If one GSA is established in the basin, describe and provide documentation of any communication with GSA(s) in neighboring basins regarding groundwater sustainability planning and GSP development.
- Describe and provide documentation of any communication with beneficial users of groundwater in the basin that may potentially be affected by implementation of the project, including, but not limited to DACs, SDACs, agricultural water users, municipal water users, wildlife refuges, or other stakeholders.

ATTACHMENT 4. WORK PLAN

For the “AttachmentName” in the naming convention of GRanTS, use “WrkPlan” for this attachment. Attachment 4 must contain the following items:

The Work Plan must be consistent with and support the Budget and Schedule (Attachment 5 and 6, respectively). The Work Plan must include a scope of work to allow reviewers to understand the level of effort

of the work being performed and to substantiate the cost estimates in the Budget. The Work Plan should include, at a minimum, the following items:

- Scope of work for the project shall include work items to be performed under each task consistent with the Budget and Schedule.
- Project deliverables for assessing progress and accomplishments, which include quarterly progress and final reports.

The scope of work must list and concisely describe the necessary task(s) and applicable deliverable(s) to complete the project. The Work Plan should identify how the interested parties including groundwater users, stakeholders, and the general public, will be informed about the project progress and how relevant reports and data will be disseminated to these groups.

If the county in which the basin is located received SGWP Proposition 1 *Counties with Stressed Basins* funding from DWR, describe how the tasks are not duplicative or inconsistent with previously funded tasks.

For Category 1 proposals:

- Identify tasks for coordination with the GSA(s) or the local agency in the basin which submitted an Alternative to promote management and operation of the project that is coordinated with the development of the basin GSP or groundwater management and planning.
- If the proposal includes the construction or implementation of physical facilities, provide sufficient documentation to demonstrate capacity to pay for future operations and maintenance (O&M) obligations can be met, as applicable.

For Category 2 proposals:

- Identify tasks or subtasks associated with GSP plan contents, consistent with the requirements described in the GSP Regulations, necessary to develop, prepare, and submit the GSP.
- Final product for Category 2 Projects shall be complete GSP(s) and coordination agreement (if applicable in the basin) approved by DWR that complies with all GSP Regulations for the respective applicants' basin.

For Category 2 proposals, all activities identified in the Work Plan must demonstrate the need for the project and how it will lead to the development of a complete GSP compliant with the GSP Regulations.

Project deliverables should be actual work products that can be submitted to DWR (e.g., copies of GSP; feasibility study; project design; environmental compliance documentation; inputs/outputs from groundwater-surface water model; data management system; well completion and summary report including any geophysical surveys, water quality analysis, sieve analysis, or other supporting tests completed in support of well design, drilling, completion, etc.). Also, include the current status of any task including estimated percent (0 – 100%) completed.

Explain the plan for environmental compliance and permitting, if applicable, including a discussion of the following items: a description of the plan, proposed efforts, and approach to environmental compliance, including addressing any California Environmental Quality Act obligations in connection with the proposal; a listing of environmental related permits or entitlements that are needed for the project; and any other applicable permits that will be required. Briefly describe the process and schedule for securing each permit/approval. If applicable, discuss necessary local drilling permits and the submittal of Well Completion Reports to DWR. Describe the proposed process for securing each environmental permit and any other regulatory agency approval.

ATTACHMENT 5. BUDGET

For the “AttachmentName” in the naming convention of GRanTS, use “Budget” for this attachment. Attachment 5 includes the estimated costs for the project, as described in the Work Plan (Attachment 4).

Attachment 5 is mandatory and includes the estimated capital costs of each project in the application. Attachment 5 should be presented in the following sub-sections:

- Project Budget Table
- Proposal Budget Table

For the Project Budget Table, costs must be broken down consistent with how tasks are presented in the Work Plan. For example, if the Work Plan describes projects at the subtask level, the budget must also present costs at the subtask level. In addition to the table, the applicant must provide a description explaining how the values were derived. The description must not exceed two pages per project using a minimum 10-point type font.

PROJECT BUDGET

Table 4 must be completed for each project in the Proposal. Table 4 only includes the required budget categories. If applicable, additional rows must be added under the applicable categories to present the cost of each task described in Attachment 4, Work Plan.

Table 4 – Project Budget					
Proposal Title: _____					
Project Title: _____					
Project serves a need of a DAC?: <input type="checkbox"/> Yes <input type="checkbox"/> No					
Cost Share Waiver request?: <input type="checkbox"/> Yes <input type="checkbox"/> No					
Tasks ¹		(a)	(b)	(c)	(d)
		Requested Grant Amount	Cost Share: Non-State Fund Source ²	Other Cost Share	Total Cost
(a)	Direct Project Administration				
(b)	Plan Development				
(c)	Stakeholder Engagement				
(d)	Task n				
(e)	Grand Total (Sum rows (a) through (d) for each column)				

¹ These tasks are shown here for example purpose only. Actual number of tasks may vary.
² List sources of funding : *Use as much space as required*

Proposal Budget

Table 5 will be used to present the cost share for the Proposal, including documenting that the Proposal will meet the minimum requirement of at least 50% of the total costs. Although the applicant should complete Table 5 column (e) for each individual project, the minimum cost share requirement applies to the costs of the overall Proposal. If the project serves a DAC, SDAC, or EDA, and is requesting a waiver or reduction of the 50% local cost share requirement, please complete the Budget table accordingly and include a footnote identifying the cost share waiver.

Table 5 – Proposal Budget						
Proposal Title: _____						
Individual Project Title ¹		(a)	(b)	(c)	(d)	(e)
		Requested Grant Amount	Cost Share: Non-State Fund Source ²	Other Cost Share	Total Cost	% Cost Share (Col b/Col d)
(a)	Project 1	Grand Total <i>From Table 4, row (e)</i>	Grand Total <i>From Table 4, row (e)</i>	Grand Total <i>From Table 4, row (e)</i>	Grand Total <i>From Table 4, row (e)</i>	
(b)	Project 2					
(c)	Project 3					
(d)	Project n					
(e)	Proposal Total <i>Sum rows (a) through (d) for each column</i>					

¹ These projects are shown here for example purpose only. Actual number of tasks may vary.
² List sources of funding : *Use as much space as required*

ATTACHMENT 6. SCHEDULE

For the “AttachmentName” in the naming convention of GRanTS, use “Schedule” for this attachment. Attachment 6 shall include a schedule for each project showing the sequence and timing of each of the Tasks. Attachment 6 shall also include a schedule for implementation of the Proposal showing the sequence and timing of each of the proposed projects. Attachment 6 should be presented in the following sub-sections:

- Project Schedule
- Proposal Schedule

PROJECT SCHEDULE

The project schedule must show the start and end dates as well as milestones for each task contained in the Work Plan and at minimum be presented in either tabular or horizontal bar, or Gantt chart. The Project Schedule must also be broken down consistent with how tasks are presented in the Work Plan and Budget. For example, if the Work Plan describes projects at the subtask level, the Project Schedule must also present start and end dates at the subtask level. The project schedule should illustrate any dependencies or predecessors by showing links between tasks. Applicants must include a reasonable estimate of the end date, based on their Proposal, including time for any final reports and invoicing. The schedule, Attachment 6, must be consistent with the Work Plan (Attachment 4) and the Budget (Attachment 5). Category 2 project completion dates presented in the schedule should meet the GSP timeline in the applicant’s respective basin, as outlined in SGMA, and consistent with the following:

- January 31, 2020, for Category 2, Tier 1 (proposals in critically overdrafted basins)
- January 31, 2022, for Category 2, Tier 2 (proposals in other high or medium priority basins)

PROPOSAL SCHEDULE

The applicant must include a schedule that briefly summarizes the Proposal’s overall schedule.

ATTACHMENT 7. DISADVANTAGED COMMUNITY

For the “AttachmentName” in the naming convention of GRanTS, use “DAC” for this attachment. Attachment 7 is required for applicants requesting a cost share waiver or reduction.

DWR strongly recommends that applicants consult Appendix E of the Guidelines to determine if the project benefit area includes a DAC and for details on waiving or reducing cost share requirements. Applicants should ensure the description of the DAC is adequate for DWR to determine whether the communities meet the definitions.

- Include information that supports the project benefits a DAC(s), such as a map or shapefile that shows the project benefit area and the location of the DAC(s).
- Include information that demonstrates support for the project by DAC(s) (e.g., letter(s) of support from DAC(s)).
- Where the lack of representative census data that adequately represents the community can be documented, alternative studies (local income surveys, a subset of a block group, etc.) may be substituted in the attachment.
- In determining the MHI for DACs, applicants may use a single type of census geography or combinations of census geographies that best represent the DAC.

For the applicants with GIS capability, the GIS data files used within the DAC mapping tool are available to download and use; see the link provided in Foreword. These GIS files will allow applicants to combine project area shape files with DAC data layers. This will help applicants show the extent of overlap or project areas with DACs.

ATTACHMENT 8. ECONOMICALLY DISTRESSED AREA

For the “AttachmentName” in the naming convention of GRanTS, use “EDA” for this attachment. Attachment 8 is required for applicants requesting a cost share waiver or reduction.

DWR strongly recommends that applicants consult Guidelines, Appendix F, to determine if the project benefit area includes an EDA and for details on waiving or reducing cost share requirements. Applicants should ensure the description of the EDA is adequate for DWR to determine whether the community meets the definition.

- Include information that supports the project benefits an EDA(s), such as a map or shapefile that shows the project benefit area and the location of the EDA(s).
- Include information that demonstrates support for the project by EDA(s) (e.g., letter(s) of support from EDA(s)).
- Where the lack of representative census data that adequately represents the community can be documented, alternative studies (local income surveys, a subset of a block group, etc.) may be substituted in the attachment.
- In determining the MHI for EDAs, applicants may use a single type of census geography or combinations of census geographies that best represent the EDA.

For the applicants with GIS capability, the GIS data files used within the EDA mapping tool are available to download and use; see the link provided in the Foreword. These GIS files will allow applicants to combine project area shape files with EDA data layers. This will help applicants show the extent of overlap or project areas with EDA.

ATTACHMENT 9. SEVERELY DISADVANTAGED COMMUNITY

For the “AttachmentName” in the naming convention of GRanTS, use “SDAC” for this attachment. Attachment 9 is required for applicants requesting a cost share waiver.

DWR strongly recommends that applicants consult Appendix E of the Guidelines to determine if the project benefit area includes a SDAC and for details on waiving cost share requirements. Applicants should ensure the description of the SDAC is adequate for DWR to determine whether the communities meet the definitions.

- Include information that supports the project benefits a SDAC(s), such as a map or shapefile that shows the project benefit area and the location of the SDAC(s).
- Include information that demonstrates support for the project by SDAC(s) (e.g., letter(s) of support from SDAC(s)).
- Where the lack of representative census data that adequately represents the community can be documented, alternative studies (local income surveys, a subset of a block group, etc.) may be substituted in the attachment.
- In determining the MHI for SDACs, applicants may use a single type of census geography or combinations of census geographies that best represent the SDAC.

For the applicants with GIS capability, the GIS data files used within the SDAC mapping tool are available to download and use; see the link provided in Foreword. These GIS files will allow applicants to combine project area shape files with SDAC data layers. This will help applicants show the extent of overlap or project areas with SDACs.

VI. APPLICATION REVIEW

All applications will first be screened for eligibility and completeness in accordance with Section V of the Guidelines and Section III of this PSP. The information provided by applicants in GRanTS, as well as Attachments 1 through 6 of the application, will be used in determining eligibility and completeness. The DWR review team may contact applicant(s) in the case of missing information or to seek clarification of submitted information.

All complete and eligible applications will be evaluated, scored and ranked per Category. Category 1 projects will be scored and ranked based on the evaluation questions presented in Table 6 and Category 2 projects will be scored and ranked based on the evaluation questions presented in Table 7.

Score for a proposal with multiple projects will be determined by summing each individual project's total score, dividing the summation by the number of projects, and then rounding up or down to the nearest whole number. If an application consists of both Category 1 and Category 2 projects, the projects would be evaluated separately by project category.

If multiple applications are received within a basin for Category 2 projects, DWR will contact the applicants and request that a consolidated application for the basin be submitted before the close of the open filing period.

VII. AWARD PROCESS

Funding will be allocated to proposals in each category consistent with Table 1 using the proposal score, professional judgement, and available funding. DWR's funding recommendation may vary from grant funding request.

After the minimum funding target is met for Category 2 - Tier 1 projects, in the case of a tie, preference will be first given to proposals located in Critically Overdrafted Basins, then to proposals that best address the Technical Need identified in "Project Justification" as presented in Attachment 3.

Award selection for proposals will be made final with the exception of those applications in basins in which an Alternative submittal is pending review. In basins with an Alternative submittal, the recommended awards will remain tentative until DWR's Alternative submittal review is complete and a GSA is formed.

In the event that a proposal is selected for tentative award in a basin with an Alternative submittal, and the Alternative submittal is later approved, the recommended tentative award will be withdrawn and awarded to the next ranked proposal.

If all funds are not awarded per Table 1 after two open filing phases, DWR reserves the right to open a subsequent phase. Additionally, DWR reserves the right to withdraw an award due to lack of responsiveness on the part of the applicant prior to finalizing and executing a funding agreement.

Table 6 – Application Evaluation Criteria for Category 1

Q#	Questions	Attachment(s)	Possible Points	Scoring Guidance
Proposal Level Evaluation				
1	Is there a map of the basin that shows the location of the project(s) included in the Proposal, the respective GSA(s), and the DACs, SDACs, or EDAs within the project(s) service area(s)?	3	1	0 – No; 1 –Yes
Project Level Evaluation				
2	Has the applicant addressed all of the items requested in the Project Justification Section of Attachment 3 (i.e., Project Description, Project Physical Benefits, and Project Support)?	3	4	0 – No; 1 – Marginally addressed; 2 – Partially addressed, with activities necessary for the success of the Project not fully described or included in the Work Plan; 3 – Mostly addressed, with minor details not included or unclear; 4 – Fully addressed
3	Is the Work Plan consistent with the Budget and Schedule?	4	2	0 – No, not consistent with either one; 1- Only consistent with one; 2 – Yes, consistent with both Budget and Schedule
4	Does the application provide a detailed Work Plan to study, design, implement, construct, or other activity that will aide in completion of a Project that will benefit a SDAC and support groundwater sustainability in the basin?	4	4	0 – No; 1 – Marginally addressed; 2 – Partially addressed, with activities necessary for the success of the Project not fully described or included in the Work Plan; 3 – Mostly addressed, with minor details not included or unclear; 4 – Fully addressed
5	Does the application contain a complete Budget that is reasonable to execute the Work Plan on the Schedule provided?	5	2	0 – No; 1 – Less than fully addressed, 2 – Fully addressed
6	Does the application include a Schedule that demonstrates the ability to meet the timeline for completing the Project in a timely manner that is appropriate for this type of Project?	6	1	0 – No; 1 – Yes
Total Range of Possible Points			0-14	
Total Project Level Score for all projects				
Average Project Level Score = (Total Project Score/# of Projects); rounded to nearest whole number				
Enter Proposal Level Score				
Total Proposal Score				

Table 7 – Application Evaluation Criteria for Category 2

Q#	Questions	Attachment(s)	Possible Points	Scoring Guidance
Proposal Level Evaluation				
1	Does the Proposal Summary describe a well-coordinated Proposal including GSPs that encompass the entire basin or describes why a portion of the basin is not covered in the Proposal?	3	4	0 – No; 1 – Marginally addressed; 2 – Partially addressed, with activities necessary for the success of the Project not fully described or included in the Work Plan; 3 – Mostly addressed, with minor details not included or unclear; 4 – Fully addressed
2	Collectively, do the Budget and Schedule demonstrate that all of the projects will be completed by the SGMA deadline for the respective basin (January 31, 2020 for critically overdrafted basins or January 31, 2022 for other high and medium priority basins)?	5, 6	2	0 – No; 1 – Less than fully addressed, 2 – Fully addressed
Project Level Evaluation				
3	Has the applicant addressed all of the items requested in the Project Justification Section of Attachment 3 (i.e., Proposal Summary and Project Support)?	3	4	0 – No; 1 – Marginally addressed; 2 – Partially addressed, with activities necessary for the success of the Project not fully described or included in the Work Plan; 3 – Mostly addressed, with minor details not included or unclear; 4 – Fully addressed
4	Does the applicant provide an explanation of the Technical Need for the project?	3	2	0 – No; 1 – Less than fully addressed, 2 – Fully addressed
5	Does the application contain a detailed Work Plan that includes tasks for developing, preparing, and submitting a complete GSP?	4	4	0 – No; 1 – Marginally addressed; 2 – Partially addressed, with activities necessary for the success of the Project not fully described or included in the Work Plan; 3 – Mostly addressed, with minor details not included or unclear; 4 – Fully addressed
6	Does the application contain a complete Budget that is reasonable to execute the Work Plan on the Schedule provided?	5	2	0 – No; 1 – Less than fully addressed, 2 – Fully addressed
7	Given the level of effort described in the Work Plan, does the Schedule seem reasonable?	6	1	0 – No; 1 – Yes
Total Range of Possible Points			0-19	
Total Project Level Score for all projects				
Average Project Level Score = (Total Project Score/# of Projects); rounded to nearest whole number				
Enter Proposal Level Score				
Total Proposal Score				

VIII. APPENDIX A

ADVANCED PAYMENT

The following outlines the eligibility requirements, process to apply, accountability reporting requirements, and requirements for advancing payment.

A. Eligible Projects

Projects eligible for advanced payment must be consistent with an adopted IRWM Plan and awarded less than \$1,000,000 in grant funds. Only 50 percent of the grant award may be advanced, the remaining 50 percent of the grant award will be reimbursed in arrears.

B. Eligible Grantees

Eligible Grantees are the following:

- Nonprofit organizations
- DACs
- Proponents of projects that benefits a DAC

C. Process to Apply for Advanced Payment

Within 90 days after the date of the grant award, the Grantee shall provide DWR with the following information:

- Project description
- Names of the entities that will received funding
- An updated budget for the project
- An updated schedule for the project which shows how the advanced funds will be expended within six months of receipt
- An update on project status and funds expended to date
- And other information that DWR may deem necessary, including a discussion of the Grantee's financial capacity to complete the project once the advance funds have been expended.

If the Grantee fails to provide this list and the related information within 90 days of grant awards, funds may not be advanced. Within 60 days of grant execution and subject to the availability of funds, DWR will authorize payment of 50 percent of the grant award for the qualified project.

D. Accountability Report Requirements

Upon receipt of advanced payment, there are requirements and responsibilities that must be met by the Grantee. The Grantee shall provide to DWR, quarterly, an Accountability Report regarding the advanced funds that, at a minimum:

- Itemizes what advanced funds have been expended
- Itemizes how remaining advanced funds will be expended over the next reporting period
- Documents that the funds were spent on eligible reimbursable costs
- Documentation that advanced funds were placed in a non-interest-bearing account

E. Advance Payment Requirements

Any of the following actions are considered as a default on the advanced payment eligibility requirements and may result in DWR requesting the Grantee to stop work and return all or a portion of the advanced funds, including both expended and unexpended funds:

- Failure to expend the advanced funds within six months of receipt
- Failure by Grantee to submit an accurate Accountability Report by the required due date

- Failure to deposit funds in a non-interest bearing account
- Ineligible expenses and/or activities not consistent with the grant agreement
- An inappropriate use of funds, as deemed by DWR

If the advanced funds are not expended within six months of the date of receipt, then the Grantee must return the advanced funds to DWR, unless the DWR waives this requirement. DWR will consider waiving the required return of advanced funds if the project is:

- In compliance with grant agreement terms
- Making progress towards completion
- Submitting accurate and timely Accountability Reports

At any given time, DWR reserves the right to revoke advanced funds based on failure to comply with the advanced payment requirements. Notwithstanding Water Code Section 10551(c)(4), if advanced funds are not fully expended by project completion or by the grant agreement termination date, whichever is earlier, the unused portion of the grant shall be returned to DWR within 60 days.

CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
DIVISION OF INTEGRATED REGIONAL WATER MANAGEMENT



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 3, 2017

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 3, 2017

TIME REQUIRED

SUBJECT Closed Session - Initiation of
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
9/27/2017 7:05 PM	County Administrative Office	Yes
9/27/2017 1:10 PM	County Counsel	Yes
9/26/2017 8:27 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 3, 2017

TIME REQUIRED

SUBJECT Closed Session - Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time	Who	Approval
9/27/2017 7:06 PM	County Administrative Office	Yes
9/27/2017 1:10 PM	County Counsel	Yes
9/27/2017 5:34 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 3, 2017

Departments: CDD

TIME REQUIRED 2 hours (30 minute presentation, 1.5 hour discussion) **PERSONS APPEARING BEFORE THE BOARD** Wendy Sugimura, Michael Draper

SUBJECT Cannabis Policy and Regulations Workshop

AGENDA DESCRIPTION:

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

Presentation by Wendy Sugimura and Michael Draper regarding potential Mono County Cannabis Policy and Regulations.

RECOMMENDED ACTION:

Conduct workshop. Provide any desired direction to staff.

FISCAL IMPACT:

Unknown at this time. A fee structure and tax measure for the November 2018 ballot are under consideration.

CONTACT NAME: Wendy Sugimura

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Cannabis Policy Questions for the Board
Land Use Summary
Cannabis Issues, Opportunities, and Constraints
Cannabis General Plan Policies Draft
Cannabi Regulations and Topics
CA State Cannabis Regulations

History

Time	Who	Approval
9/28/2017 1:24 PM	County Administrative Office	Yes
9/20/2017 4:59 PM	County Counsel	Yes
9/27/2017 6:43 PM	Finance	Yes

Mono County Community Development Department

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October 3, 2017

To: Board of Supervisors

From: Michael Draper, CDD Planning Analyst
Wendy Sugimura, CDD Senior Analyst

Subject: County Cannabis Workshop

RECOMMENDED ACTION

1. Receive staff presentation and conduct workshop; provide staff direction on Cannabis Policy Questions:
 - A. Timing of tax measure and regulatory permitting system,
 - B. Manufacturing with volatile solvents,
 - C. Interpretation of the Mixed-Use designation in the Antelope Valley,
 - D. Commercial cultivation in Rural Residential (RR) designations,
 - E. Buffers from schools and potentially other facilities, and
 - F. Bi-State sage-grouse mitigation measures.
2. Provide staff any desired direction on General Plan Issues, Opportunities, and Constraints; Policies; and regulatory topics.

FISCAL IMPACT

Impacts are not known at this time, and depend on a future tax measure and permit/regulatory fee program.

BACKGROUND

In November 2016, the voters of California passed Proposition 64 legalizing adult use of marijuana and cannabis for purposes other than medical uses. Statewide, the measure passed with a 56.4% approval rating, and in Mono County the measure passed with a 61.6% approval rating. Every precinct in Mono County approved the measure, although the margin was low in Bridgeport and Tri-Valley.

With the passage of Prop 64, local jurisdictions in the state essentially had three options: 1) Allow the State to regulate activities, 2) Ban activities in whole or in part, or 3) Draft local regulations for cannabis activities. At the June 13, 2017, Board of Supervisors meeting, the direction to develop local regulations was reaffirmed, and the Board provided input on a potential land use framework. This agenda item is based on this direction; however, all three options continue to be available.

The land use framework is based on a consistency analysis that evaluated potential cannabis activities, as defined by the State licensing program, for similarity to currently permitted uses in each Land Use Designation (LUD) in the Mono County General Plan (see Attachment #1). From this baseline scenario, LUD definitions and regulations can be modified to address specific issues, or increase or decrease requirements (although regulations may not be relaxed beyond State standards). For instance, the LUD "Commercial" allows for retail trade, professional services, personal services, etc. Therefore, a cannabis retail business appears to be similar to and consistent with these commercial uses rather than, for example, a residential LUD where the primary

use is single-family dwellings and other similar uses. A use permit or similar approval process is suggested as the approval tool at this time to allow for site-specific evaluations and adjustments.

A second round of community input was initiated for the consistency analysis and land use framework concept, which complemented the first round of community outreach on education and identification of public concerns, questions and comments. Both community outreach rounds were presented at the following Regional Planning Advisory Committee (RPACs) or community meetings: Antelope Valley, Bridgeport Valley, Mono Basin, June Lake Citizens Advisory Committee (CAC), Long Valley/Swall Meadows/Paradise, and Tri-Valley (Benton/Hammil Valley/Chalfant). The multi-departmental County Joint Committee also reviewed the framework, along with an audience of "industry" members.

The intent is to pursue a rational planning process that prioritizes public health and safety, and consistency with the General Plan Vision, community character, and related public input. Challenges that complicate the regulatory development process include rapidly changing state laws, the emotional nature of the topic, varying opinions across the county, and private investments prior to established rules.

Prior to today's workshop, the Board received presentations concerning cannabis on:

- March 21, 2017 – Regular Board meeting: report on ongoing activities, initial public feedback, and what we've learned so far.
- April 18, 2017 – Joint Town/County Special meeting: received a presentation by Paul Smith of the Rural County Representatives of California (RCRC).
- June 13, 2017 – Regular Board meeting: cannabis workshop: presentations from various departments. Direction provided was to draft and research regulations.
- August 1, 2017 – Regular Board meeting: Cannabis workshop; received presentation from Paul Smith (RCRC) and David McPherson of HdL (on taxation).

RPAC OUTREACH SUMMARY

The RPAC presentation consisted of the land use framework and consistency analysis, as well as a discussion of personal cultivation and school buffers. Below is a compilation of public comments received:

June Lake CAC 7/5/17

- What is the Board's view?
- Has the County completed an economic analysis on the industry?
- How will outdoor cultivation affect the environment? Specific concerns about water pollution were raised.
- Set a maximum area for cultivation
- June will have a preschool, please take that into account.
- Require a waste disposal plan
- Tax should cover the County's costs
- Require annual renewal of local licenses
- Consider visual effect of operations
- Do not allow personal cultivation outdoors in June Lake
- Ban pesticides and fertilizers during cultivation and have an organic certification

Bridgeport RPAC (7/11/17)

- No specific comments or concerns, buffer around schools (and potentially additional facilities) appears to be sufficient

Mono Basin RPAC (7/12/17)

- Allow personal outdoor cultivation, require screening and security
- Allow manufacturing in Commercial designations for creating edible products, similar to a commercial kitchen

Tri-Valley Community Meeting (7/16/17)

- Concerned with waste water from personal and commercial cultivation leeching into wells – need to limit pesticides used
- Require sustainability plan
- Where will seasonal employees live? The industry may increase demand for housing that is already limited.
- CBD oil/extracts can be manufactured without volatile solvents – no need to allow for volatiles.
- Desire to maintain a good community image – need to consider how we are seen based on the actions we take.

Long Valley Community Meeting (7/26/17)

- Concern with personal grows in apartments due to shared ventilation.
- Ban growing in rental properties that have shared centralized air units.
- The County needs to define Nuisance more strictly.
- Mono County should not be a marijuana Mecca.
- Create an ordinance that is manageable and enforceable with strong definitions.
- Straw Poll: 17 people total
 - Regulate personal grows: in favor = 7, opposed = 6, undecided = 1
 - Ban outdoor personal grows: 6
 - Expand buffer (add more facility types): 15
 - Expand buffer (distance to 1,000): 13
 - Expand buffer (distance to 2,000): 5
 - Create buffer corridors: 3

Antelope Valley RPAC 8/3/17

Personal Cultivation:

- Allow it outdoors, don't regulate further
- How do you regulate/enforce it?
- Wait until there's a problem, and then go after it
- There are currently houses growing and won't be able to bring them in for permits, so regulating would create problems where there weren't any before

Commercial Uses:

- How will distribution be handled?
- Only applicable LUD in the Antelope Valley is Mixed Use. Is this sufficient, or are more/different LUDs needed?

Commercial Manufacturing:

- The LUDs for commercial manufacturing don't apply in the Antelope Valley except for Agricultural. Need a mechanism to allow more broadly in the Antelope Valley.
- One person suggested allowing commercial manufacturing in residential - others disagreed. Some discussion about whether state law and/or fire standards would prohibit.
- Discussion about the definition of "manufacturing," does it qualify as a "cottage" industry that could be a home-based business? Is there a type of commercial manufacturing that fits with residential?

Commercial Testing

- Same LUD issue – these LUDs don't apply to the Antelope Valley. Need to provide for this use.
- Testing facility is necessary for regional success - make land uses broad to ensure we can have one somewhere in the Eastern Sierra.

Cultivation

- One person suggested allowing cultivation in residential
- Concern about lighting from greenhouses at night, Humboldt County cited as an example
- Suggestion that indoor cultivation should be allowed in any land use designation (or expanded LUDs) - if it's indoors, why do we care what LUD it's in?
- Suggestion that RR be an allowable LUD - or set a minimum size RR (20 acres) where it could be allowed with big buffer (setbacks) that would prevent impacts to neighbors
- A comment that odors are significant so be careful, even with indoor grows and buffers
- Some folks have strong opinions that requirements of the dark sky regulations should apply to all lighting – greenhouses, security lighting, etc.
- Setbacks: allow for variation based on configuration of the parcel and land, have consistent setbacks (don't increase if parcel size increases), preference for less than 200 feet
- Concern about kids: have setbacks with good security requirements
- Be careful about creating problems with the regulations
- One person against outdoor cultivation

Buffers

- Some supportive of expanding facilities (4 of ~15), consensus seems to be keep at 600 ft

Use Permit

- Skeptical about a requirement for a use permit - why is it needed, burden on applicant, burden on County
- Use permit requirement will make people miss out on 2018 growing season
- If meet requirements (e.g., via checklist), then allow, don't worry about site-specific issues
- Streamline with a checklist, plus if other permits are needed (building permit, etc.) then it takes too long
- Individual who is against outdoor commercial cultivation says there has to be a public comment process

Other

Allow in LUDs of interest (e.g., RR) so people don't have to change their LUDs – individuals should not need to be responsible for this land use change.

DISCUSSION

The purpose of today's workshop is primarily seek Board direction on policy issues (Attachment #2) in order to craft draft regulations for approval. Drafts of initial General Plan policy documents are also provided for feedback, including Issues, Opportunities, and Constraints (Attachment #3); policies (Attachment #4); and a menu of potential regulatory requirements (Attachment #5). The menu of potential regulatory requirements seeks to provide a range of options ranging from permissive to conservative, drawing on "best practices" as well as regulations proposed or in use by other California jurisdictions, and reflective of public input.

Staff is seeking specific direction from the Board on the policy questions and General Plan language. Ideally, the Board establishes policy guidance, and the Planning Commission develops the specific regulatory requirements in support of those policies. In this case, the Board's feedback will be used to craft final draft policies, and then the Planning Commission will recommend specific regulatory requirements (see timeframe below).

NEXT STEPS

Lastly, CDD has outlined the following timeframes for the County to complete cannabis regulation development by the target date of Dec. 31, 2017. Additional considerations include when the State will accept applications and issue licenses (issuance targeted for January 2, 2018), and the County's taxation measure. The current understanding of State licensing for cultivation is that local approval is not needed prior to an application submittal. Instead, the State will contact the local jurisdiction when processing an application for approvals and the jurisdiction has 60 days to respond.

Timeframe:

- ✓ **August 17:** Planning Commission Workshop – land use framework
- ✓ **Sept. 21:** Planning Commission Workshop – regulatory menu/options
- ✓ **Sept. 19 Oct 3:** Board of Supervisors Workshop – regulatory menu/options
- ☐ **Oct. 19:** Planning Commission Recommendation - public hearing on proposed regulations
- ☐ **Nov. 14:** Board of Supervisors Public Hearing (Resolution Adoption for General Plan Amendment)
- ☐ **Nov. 21:** Board of Supervisors Public Hearing for extension of moratorium (which would expire Dec. 2 if no action is taken)

For questions on this staff report, please contact Michael Draper (760.924.1805, mdraper@mono.ca.gov).

ATTACHMENTS

1. Summary of Land Use Consistency Analysis Framework
2. Policy Questions for Direction
3. Draft General Plan Issues, Opportunities, and Constraints
4. Draft General Plan Policies
5. Commercial Cannabis Regulation Topics and Menu
6. State license types and General Application Requirements

Cannabis Policy Questions

Board of Supervisors Meeting, October 3, 2017

During the course of public outreach, policy development, and consideration of regulatory measures, the following policy questions have arisen. Direction from the Board of Supervisors is requested.

- A. **Timing of tax measure and regulatory permitting system:** State law allows for local jurisdictions to implement voter-approved taxes on cannabis activities. However, under state law, the earliest a tax measure may be placed on a Mono County ballot for voter consideration is November 2018. The County has several options regarding the timing of the tax measure and regulatory permitting system:

Options:

1. Enact the regulatory permitting system and tax measure concurrently, meaning planning permits will be available only after the tax measure is passed. From a holistic perspective, this option provides the most complete package to help ensure a well-rounded cannabis program that covers as many known issues as possible for all County departments, as opposed to “piecemealing” by approving only land uses first. In addition, the State’s complete regulations are yet to be released, and could necessitate changes in a variety of County activities. State regulations are anticipated late in 2017.

The drawback to this option is that the first growing season (summer 2018) will not be available for interested cultivators and will result in impacts to those specific individuals. Unfortunately, the tax timeline is driven by state law governing the ballot measure and the County does not have any control over the date.

To provide some certainty under this option for investors, the Board could formally recognize a final, proposed permitting and regulatory package that would be adopted if the tax measure passes.

2. The permitting system could be enacted prior to passage of a tax measure, e.g., by Jan. 1, 2018, on the currently proposed timeline. In this case, fees will be estimated to cover costs without the benefit of knowing whether a tax will apply, and potential taxes on permitted activities will be lost unless and until a tax measure is passed. The County would be in a reactive position, adjusting to the November 2018 ballot results if needed, which is an additional time commitment. During public input, a suggestion was made to accept “donations” in lieu of taxes until a tax passes.

At the Planning Commission meeting, public comment was received that the State intends to stop accepting or processing applications after a July 2018 cut-off date. County Counsel has researched the issue, including the specific citation provided, and could not find information supporting this claim. New regulations are being drafted by the State and could address this date; however, any conclusion prior to the release of those new regulations would be speculative only.

- B. **Designations for manufacturing:** Manufacturing consists of two state license types: “Type 6 – Manufacturer 1” licenses using nonvolatile solvents or no solvents, and “Type 7 – Manufacturer 2” licenses, which allow for volatile solvents.

In response to public comment that the manufacturing of edibles should be permitted in more designations, Type 6 licenses were researched further. Manufacturing activities such as packaging/repackaging and labeling cannabis products, and producing edible products or topical products without conducting extraction are more similar to existing uses in the Commercial and Mixed Use designations. Edible products would be similar to restaurant and food facility uses, and would also require Environmental Health approvals. On the other hand, extraction and

infusion processes, and associated activities, are more similar in use to light manufacturing. These light industrial uses are more similar to existing uses in the Industrial and Industrial Park designations.

Regarding Type 7 licenses, some concern has been expressed by the public and a Board member about the use of volatile solvents in manufacturing. The State prohibits the use of volatile solvents in residential areas, and public input has been received from an industry member that oil and extracts can be manufactured without the use of volatile solvents. The County could choose to ban Type 7 licenses, or limit such uses to Industrial and Industrial Park designations. If volatile solvents are allowed, the California Building Code (including fire code) contain standards and requirements for these facilities and the solvents. Local Fire Protection Districts are likely to be actively involved as well, and Environmental Health will require a Hazardous Materials Business Plan.

Options for Type 6:

1. Permit manufacturing of only edibles and packaging/labeling in the Mixed Use and Commercial land use designations, as well as Industrial, Industrial Park, Service Commercial, and Agriculture (as an accessory use to the main use). Extraction and other light manufacturing (other Type 6 licenses) should be limited to Industrial, Industrial Park, and Service Commercial designations.
2. Limit Type 6 licenses at this time to Industrial, Industrial Park, Service Commercial, and Agricultural (as an accessory use to the main), consistent with the definition of “light” manufacturing uses, and modify when additional guidance is available from state/Environmental Health regulations.

Options for Type 7:

1. Ban Type 7 licenses in Mono County.
2. Allow for Type 7 licenses in Industrial (I) designations only.
3. Other options: allow for Type 7 licenses in more designations such as Industrial Park (IP), and/or implement additional safety standards.

- C. **Interpretation of the Mixed-Use designation in Antelope Valley:** The “main streets” of Walker and Coleville in the Antelope Valley primarily have designations of Mixed Use (MU), with no Commercial (C), Industrial (I) or Industrial Park (IP) lands on main street or elsewhere (see Map #2 below). Based on the cannabis activity consistency analysis, land may not be available in the Antelope Valley for distribution, testing, and manufacturing activities.

The Mixed Use LUD is intended “to provide a wide range of compatible resident- and visitor-oriented residential and commercial uses, including business, professional and retail uses... to provide a transition between intensive commercial uses and residential uses... MU transitional areas can limit the size of business establishments and restrict uses incompatible with residential districts. ... Commercial uses shall conform to strict standards that prohibit obnoxious odors, obtrusive light and glare, and excessive noise.” In addition, past practices in the Antelope Valley have emphasized commercial uses on main street (US 395) frontage and residential uses on other streets. Thus, in Walker, an auto repair business and mini-storage warehouses have been permitted in MU on US 395 frontage.

Options:

1. To clarify and memorialize this interpretation of the MU district, the following area plan language could be added under the existing “Policy 4.A.2. Provide for a mix of residential, commercial, recreational, institutional, and industrial park land uses in a manner consistent with the overall goal for the Antelope Valley”:

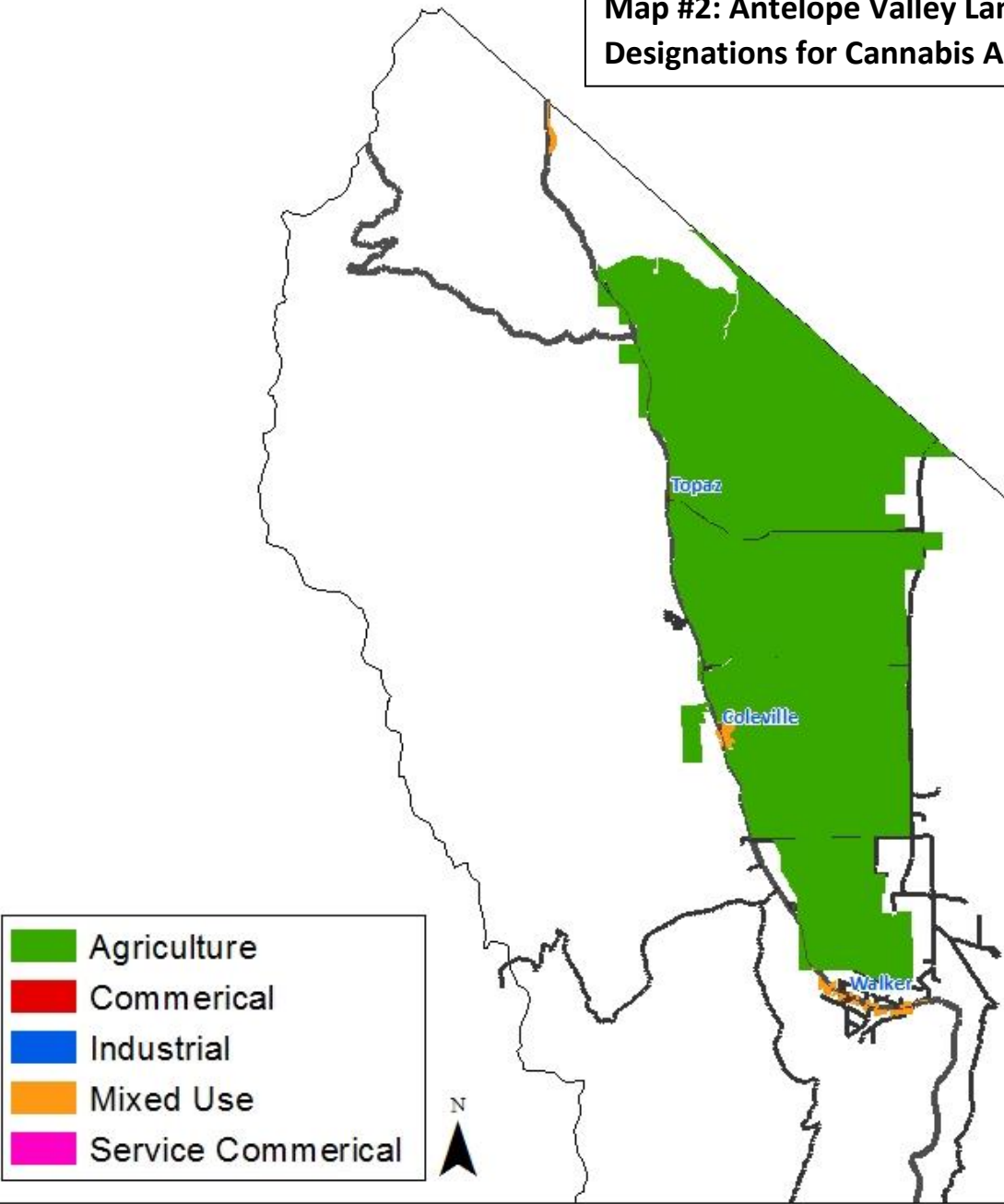
Action 4.A.2.d. To promote main street and economic development as provided by other policies (Objectives 4.D. and 4.E.), emphasize commercial character and uses¹ on US 395/main street frontages in

¹ Commercial uses must be similar and not more obnoxious or detrimental to the public health, safety, and welfare than uses listed in the Mixed Use designation.

the Mixed Use designation, and residential uses along residential side street frontage. (Note: The MU LUD and cannabis regulations would cross-reference this policy for Antelope Valley.)

2. Do not change the Antelope Valley area plan language and provide individual interpretations if applications for such uses are received.
3. Craft language to emphasize cannabis activities but not necessarily other commercial activities.

Map #2: Antelope Valley Land Use Designations for Cannabis Activities



D. **Commercial cultivation in Rural Residential (RR) designations:** During public input, a request was made to allow cannabis cultivation on parcels with a Rural Residential (RR) designation in Antelope Valley. The County recently responded to a land use violation for a cannabis cultivation operation on RR land in the Tri-Valley, and the final determination was that commercial cannabis cultivation is not permitted in the RR designation. However, the County could choose to allow it, if desired, under a variety of options (see below).

Per the Land Use Element, *“The RR designation is intended to permit larger-lot single-family dwelling units with ancillary rural uses in areas away from developed communities. Small-scale agriculture, including limited commercial agricultural activities, is permitted.”* The “commercial activities” are defined under small-scale agriculture and are limited to the production of food for community use. Cannabis is not defined as a food under state law.

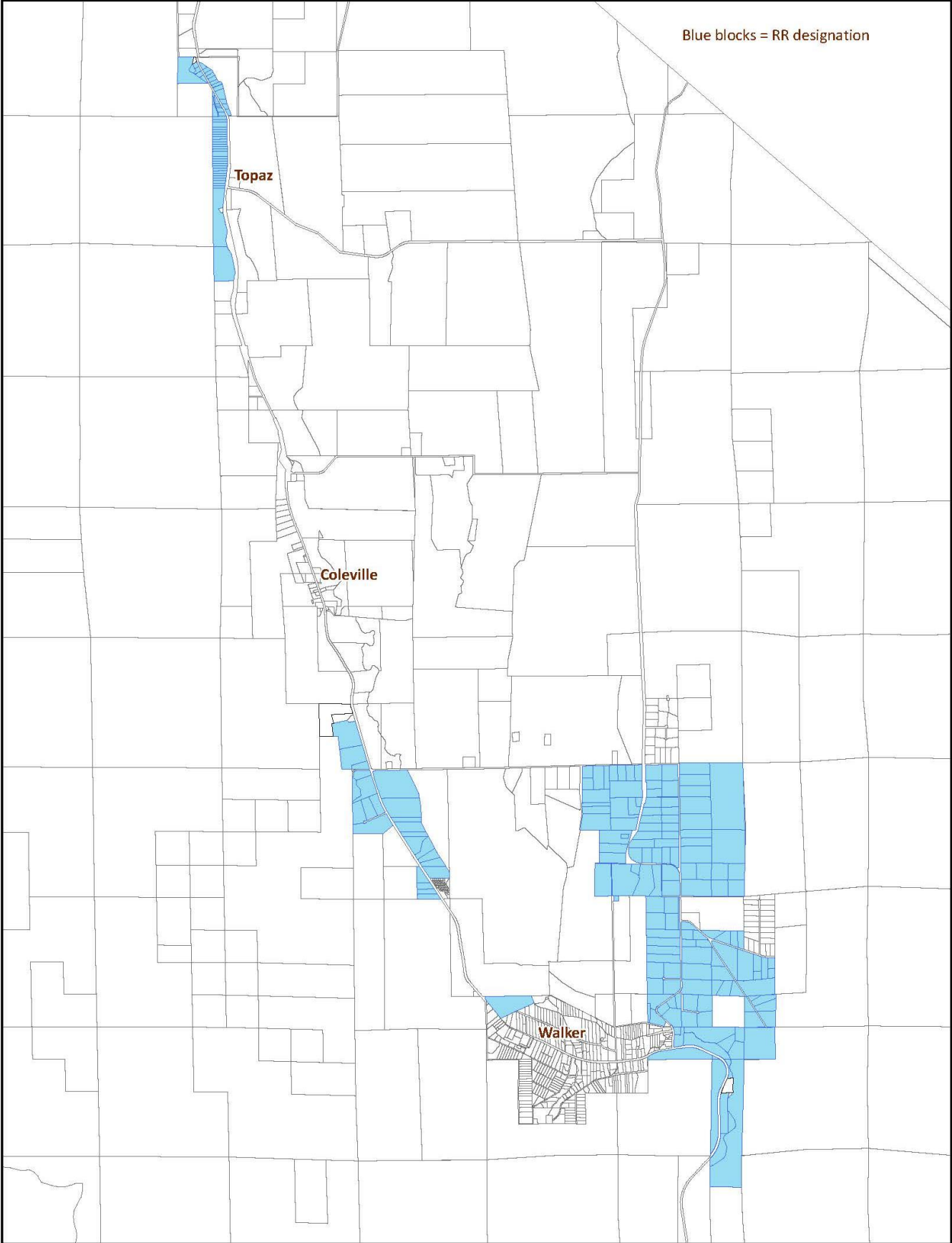
At the most basic level, the planning principle at question is whether a commercial activity should be allowed in a residential land use designation. Under the consistency analysis and supported by the enforcement case, commercial cannabis cultivation would not be allowed in a residential designation, including Rural Residential.

Antelope Valley has a total of 235 RR parcels, of which 75% (177 parcels) are less than 10 acres in size, for a total calculated acreage of 1,884 acres (see Map #3 below). The parcels can be categorized into the following size classes:

<u>Size</u>	<u>#</u>	<u>%</u>
<10 acres	177	75%
10-14.99 acres	24	10%
15-19.99 acres	16	7%
21-39 acres	15	6%
40+ acres	4	2%

The 40+ parcels are primarily adjacent to public lands designated Resource Management (RM), providing a transition from residential to resource lands. Within the 21-39 acre size class, more parcels are adjacent to private lands designated Agriculture (AG).

Map #3: Rural Residential (RR) LUDs in Antelope Valley



In the consistency analysis, commercial cannabis cultivation is compatible with the Agriculture (AG) designation in Antelope Valley. A total of 143 parcels are designated AG, ranging in size from just under 0.5 acres to 649 acres, for a total calculated acreage of 15,963 acres (see Map #2 above). The size class breakdown is as follows:

Size	#	%
<10 acres	30	21%
10-14.99 acres	10	7%
15-19.99 acres	11	8%
21-39 acres	23	16%
40+ acres	60	42%

As the land use data indicate, agriculture has historically occurred on larger parcels due to the necessary land base for economic viability, and the large sizes help mitigate impacts to adjacent properties or uses. The high value of cannabis crops diminishes the need for large parcels for viability, providing an opportunity for cultivation on smaller lots, such as the 21% of AG lots that are smaller than 10 acres.

In addition, the General Plan Land Use Element contains the following policies:

Objective 1.G. Protect open space and agricultural lands from conversion to and encroachment of developed community uses.

Policy 1.G.1. Protect lands currently in agricultural production.

Action 1.G.1.a. Designate large parcels in agricultural use as “Agriculture.”

In the Antelope Valley, the minimum lot size for an AG designation is 10 acres. (The AG designation does not have a minimum district size for redesignation purposes, only a minimum size for an AG parcel which varies by area plan from 2.5 acres to 40 acres.)

At least one Planning Commissioner expressed interest in allowing commercial cannabis cultivation in RR; whether countywide or just in Antelope Valley was unclear. Public comment from Antelope Valley meetings express that uses should not be constrained to land use designations, including commercial cannabis. In other words, as long as there are “no impacts” to neighbors, any use should be allowed anywhere. In addition, investors have purchased RR land in the hope of engaging in commercial cannabis.

Options:

1. Follow the General Plan Land Use Element policies, and process applications for a General Plan Amendment to change land use designations from RR (or any other designation) to AG.²

Following these procedures allows for an evaluation of impacts on adjacent land uses and existing residences, noticing for public input, and consideration of whether the location is appropriate for the use. Given the amount of AG land available in the Antelope Valley for cultivation, this situation is very different from Policy Question E above where commercial and industrial designations are lacking, and the same land use planning rationale does not apply.

The investors mentioned previously purchased a 40-acre RR parcel, bounded on three sides by RR and Resource Management on the fourth side. The minimum parcel (and therefore district) size for AG in the Antelope Valley is 10 acres, and so this parcel could be redesignated AG if, through the process, it was deemed an appropriate land use.

² These General Plan Amendments will need to be completed separately from the adoption of the cannabis regulatory program due to the California Environmental Quality Act (CEQA). The regulatory program is exempt from CEQA, but land use amendments would not be exempt.

2. Redesignate RR to AG: Some or all of the RR properties could be redesignated to AG. These parcels were once considered “too small to farm and too large to weed,” resulting in a residential use. With the value of cannabis reducing the land base area needed for viability, these parcels could be reconsidered for commercial agricultural production. Either all RR parcels, or some limited number, could be redesignated. Logically, the parcels adjacent to existing AG would have the best land use planning basis for the change. This would not necessarily meet the needs to the investors requesting cannabis cultivation be allowed in RR, as they are not adjacent to existing AG lands.
3. If modifications are desired to allow for commercial agriculture in the RR designation, a number of options/questions apply and Board direction is requested on the following:
 - a. Should all commercial agriculture be permitted in RR, or just cannabis?
 - b. Should the small-scale agriculture definition be changed to accommodate cannabis?
 - c. Should the change be countywide or limited to the Antelope Valley?
 - d. Should a minimum parcel size be required, possibly 20+ acres?
 - e. Are special requirements for setbacks from parcel boundaries or existing structures, odors, visuals, security, and other issues required beyond the standards under consideration?

E. **Buffers from schools and potentially other facilities:** Under State law cannabis businesses may not locate within 600’ feet of any school providing instruction to kindergarten or any grades 1 through 12, day care center or youth center. This minimum standard may be increased by local governments but not decreased. During public meetings throughout the County, the idea of increasing buffers and including additional facilities was discussed, which could result in fewer parcels available for cannabis businesses. The following maps illustrate the impacts of a) 600’ buffer from school facilities per state law, b) expansion to 1000’ feet from school facilities, and c) the addition of parks, libraries, and community centers at 600’ and 1000’ buffers. Other options were also considered, including a 2,000’ buffer, corridors between the expanded facilities, places of religious worship, and facilities normally attractive to children. These additional considerations are not mapped at this time.

Options:

1. Remain with state standards of a 600’ buffer around the specified school/day care facilities.
2. Increase the buffer distance to 1,000’ (such as the Town of Mammoth Lakes).
3. Expand the applicable facilities to include parks, ballfields, playgrounds, or libraries, with either the 600’ or 1,000’ buffer (such as the Town of Mammoth Lakes).
4. Consider any of the following:
 - a. Increase the buffer distance to 2,000’
 - b. Include corridors between applicable facilities
 - c. Include additional facilities, such as places of religious worship, bus stops, or facilities normally attractive to children.

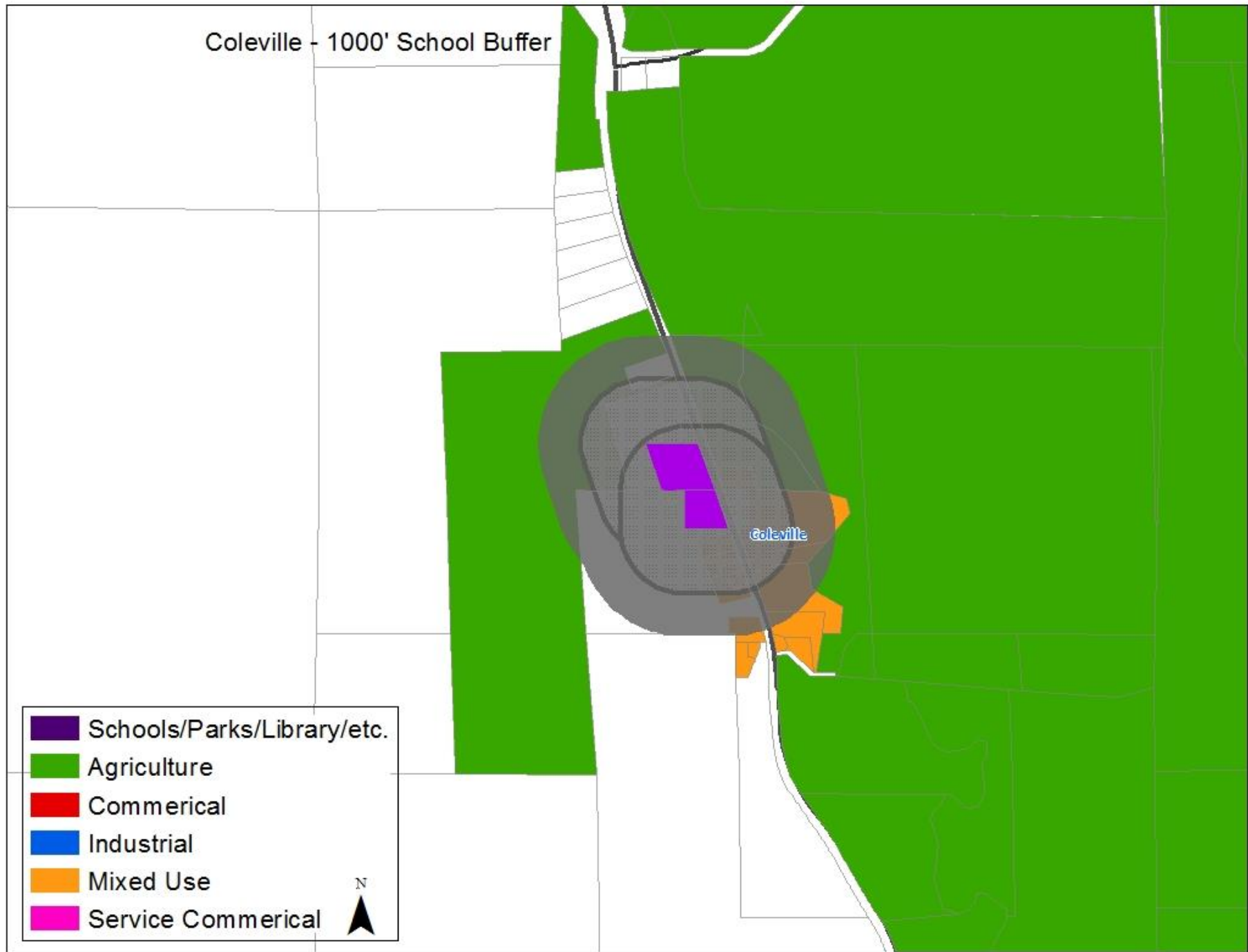
Coleville - 600' School Buffer



-  Agriculture
-  Commerical
-  Industrial
-  Mixed Use
-  Service Commerical



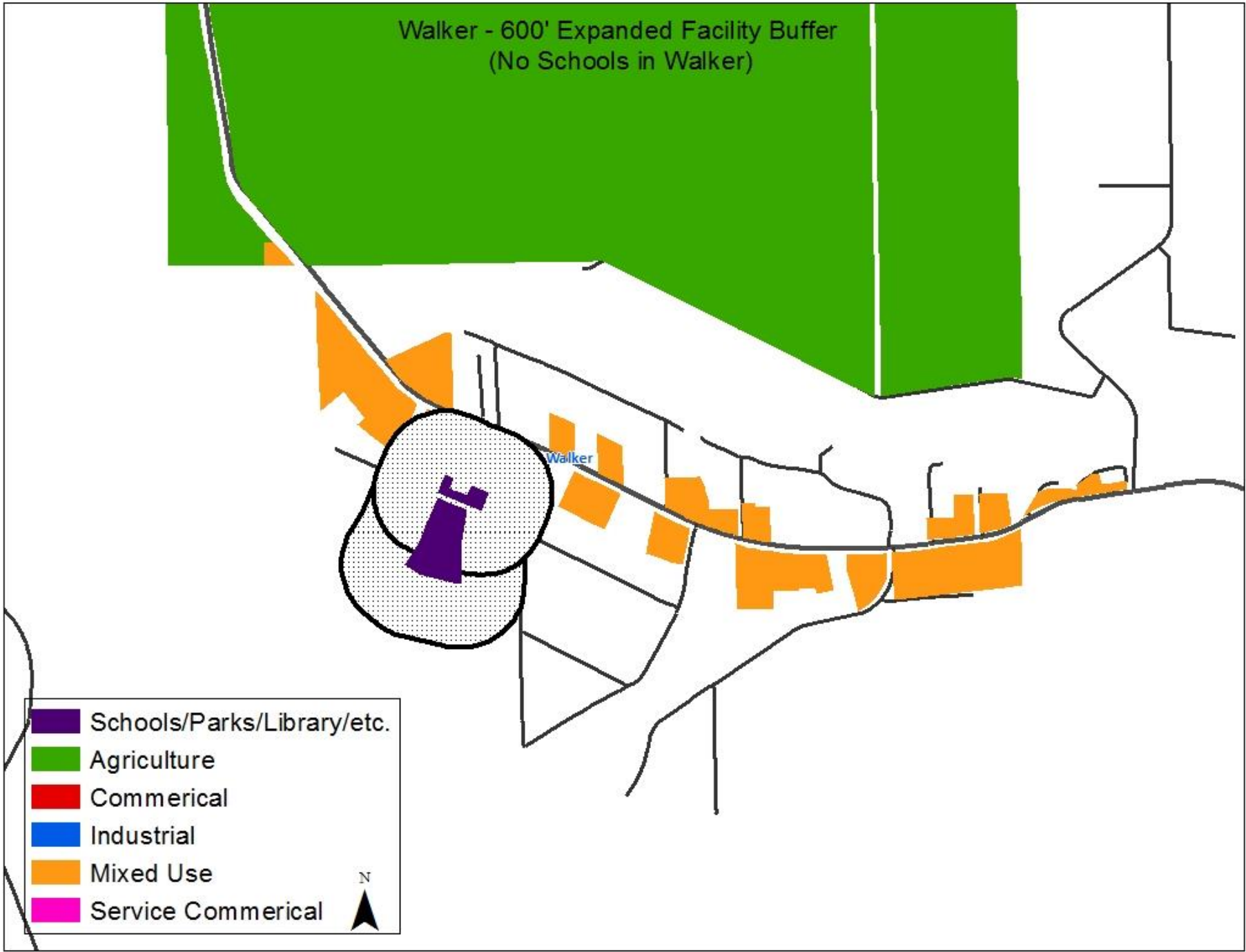
Coleville - 1000' School Buffer



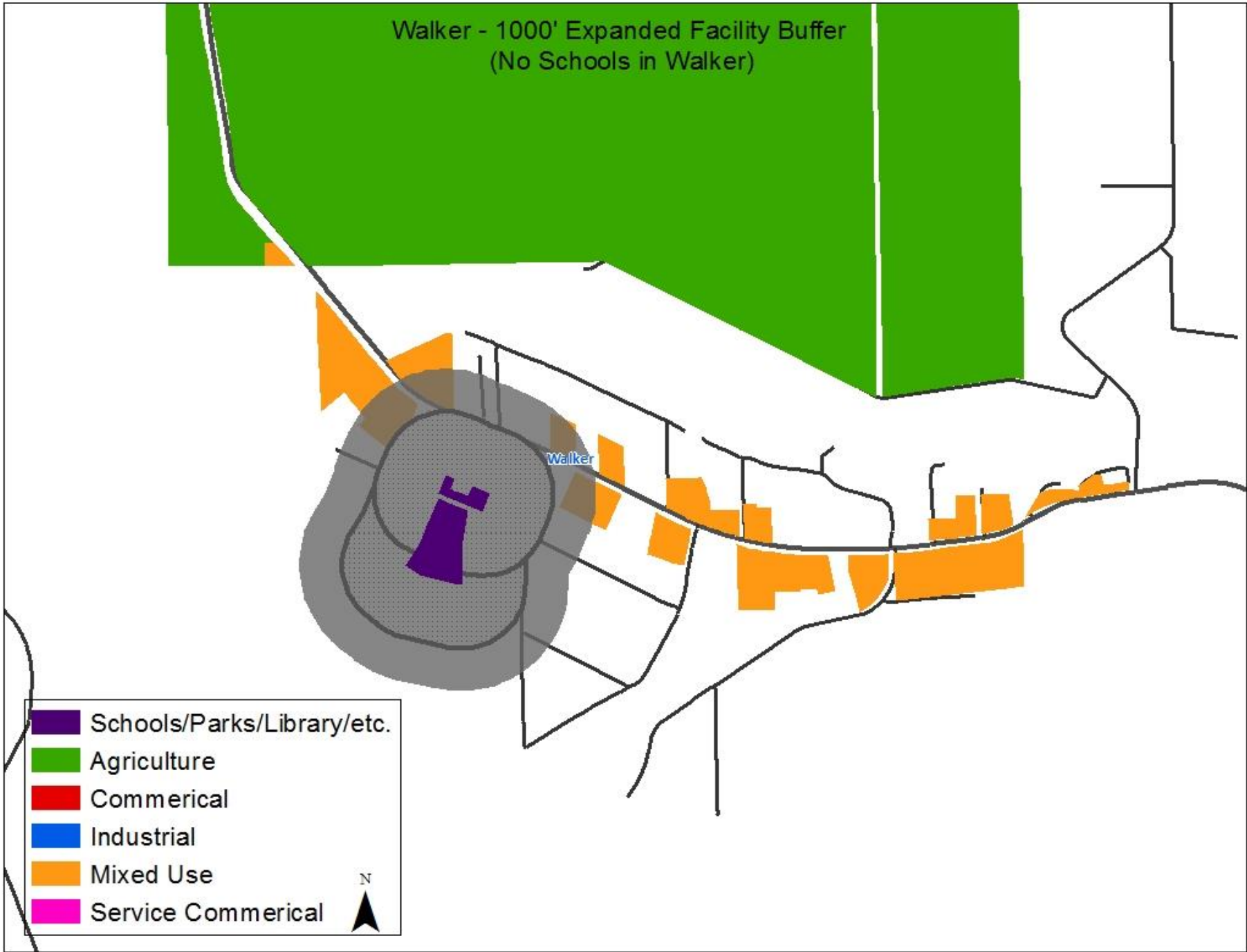
- Schools/Parks/Library/etc.
- Agriculture
- Commerical
- Industrial
- Mixed Use
- Service Commerical



Walker - 600' Expanded Facility Buffer
(No Schools in Walker)



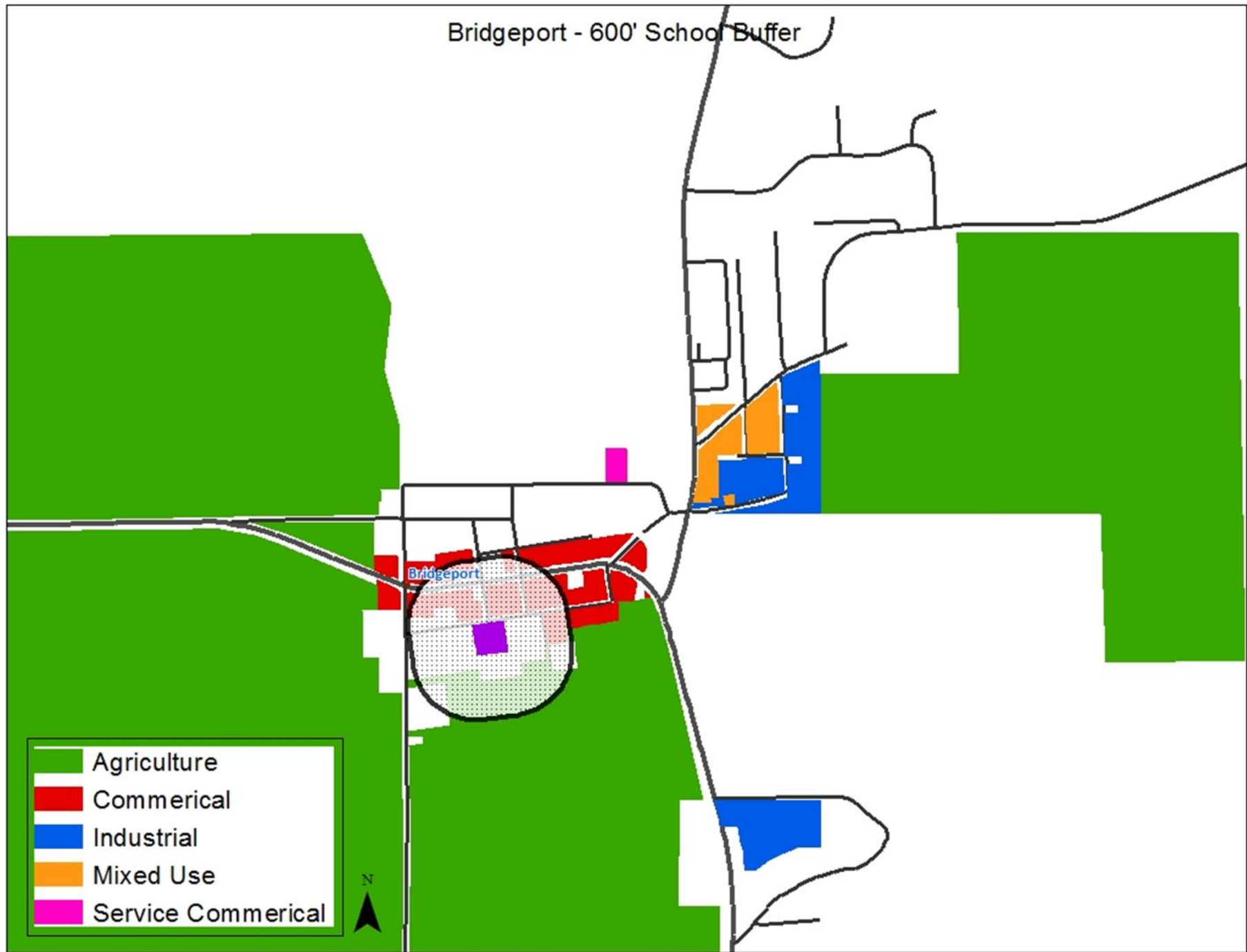
Walker - 1000' Expanded Facility Buffer
(No Schools in Walker)



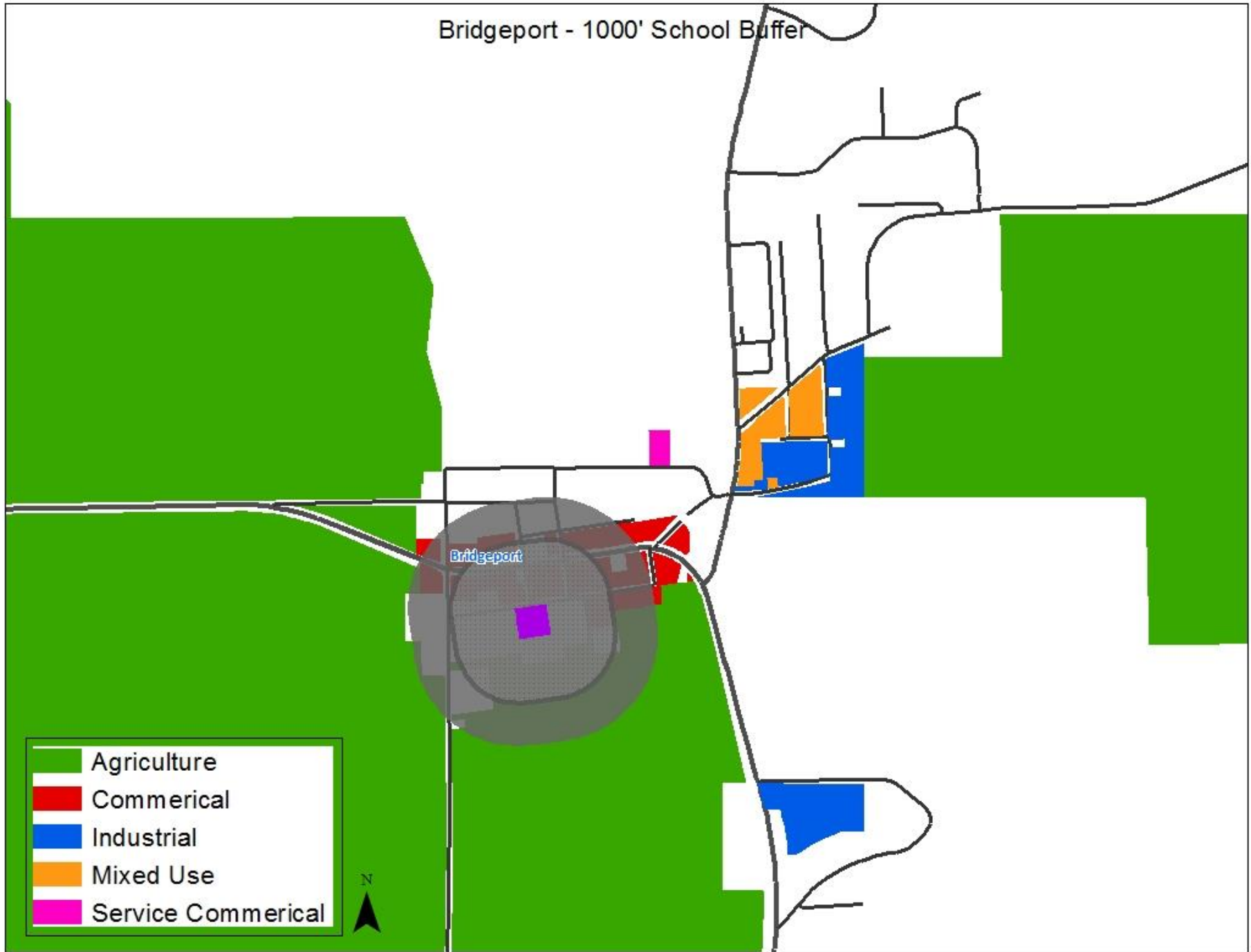
- Schools/Parks/Library/etc.
- Agriculture
- Commerical
- Industrial
- Mixed Use
- Service Commerical



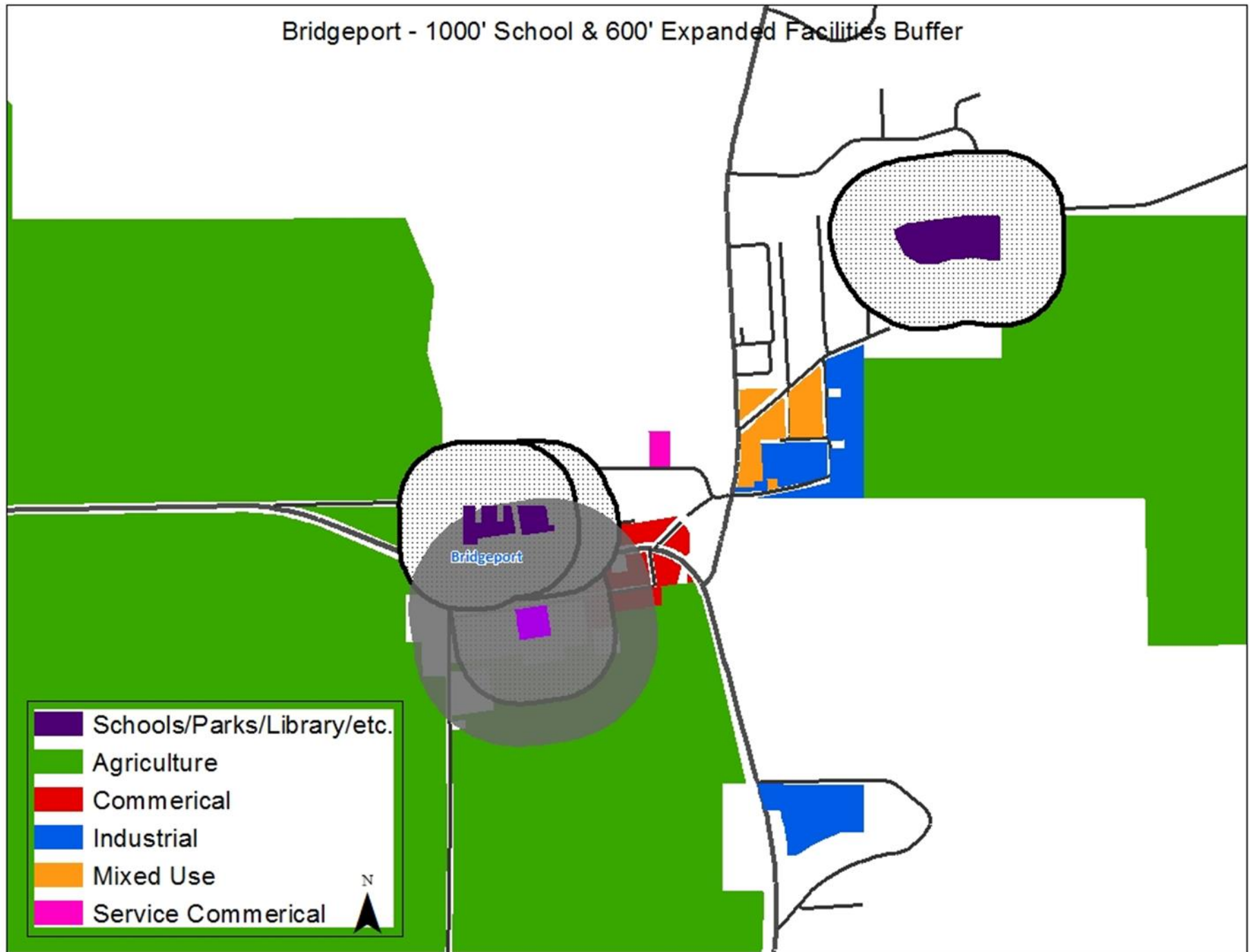
Bridgeport - 600' School Buffer



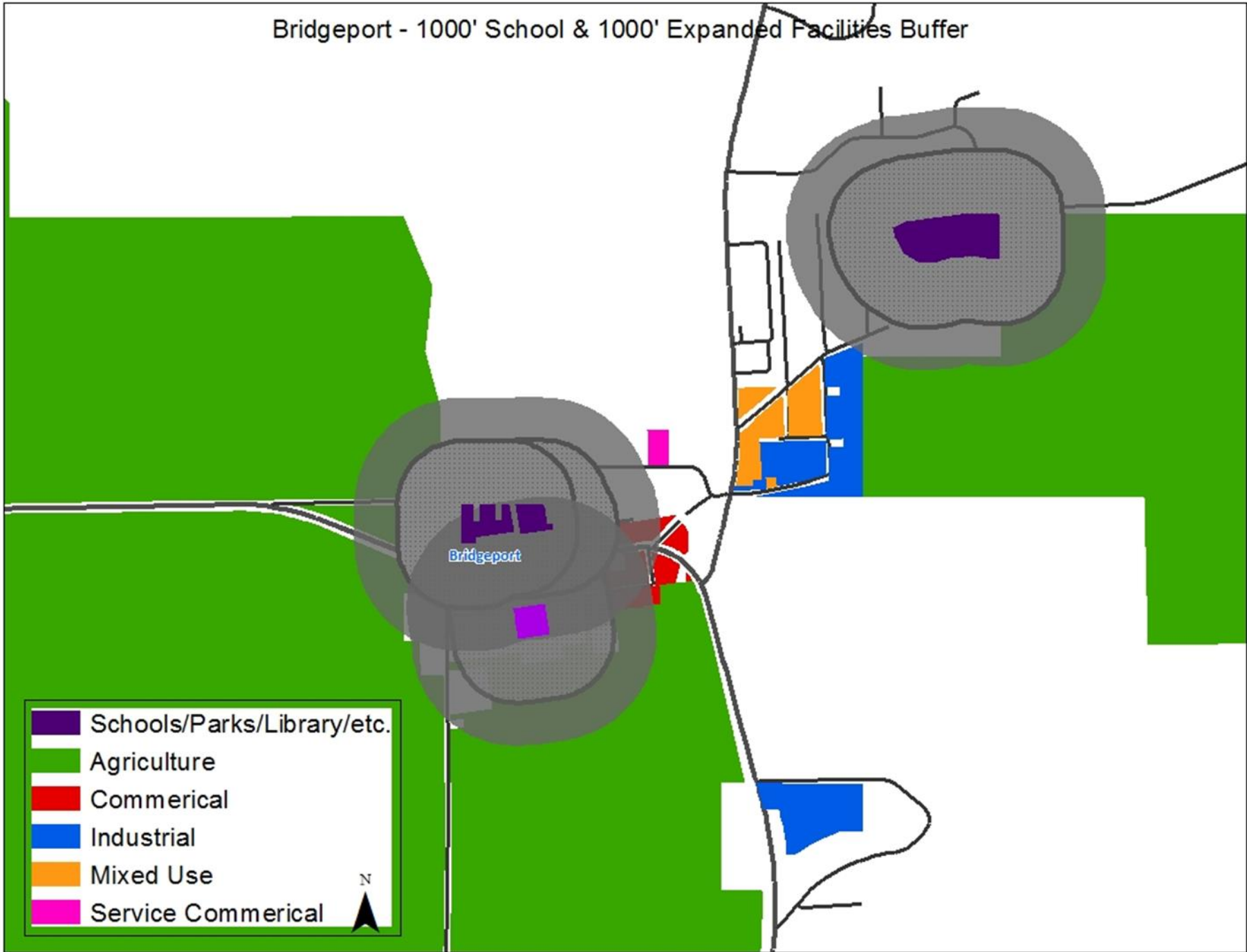
Bridgeport - 1000' School Buffer



Bridgeport - 1000' School & 600' Expanded Facilities Buffer

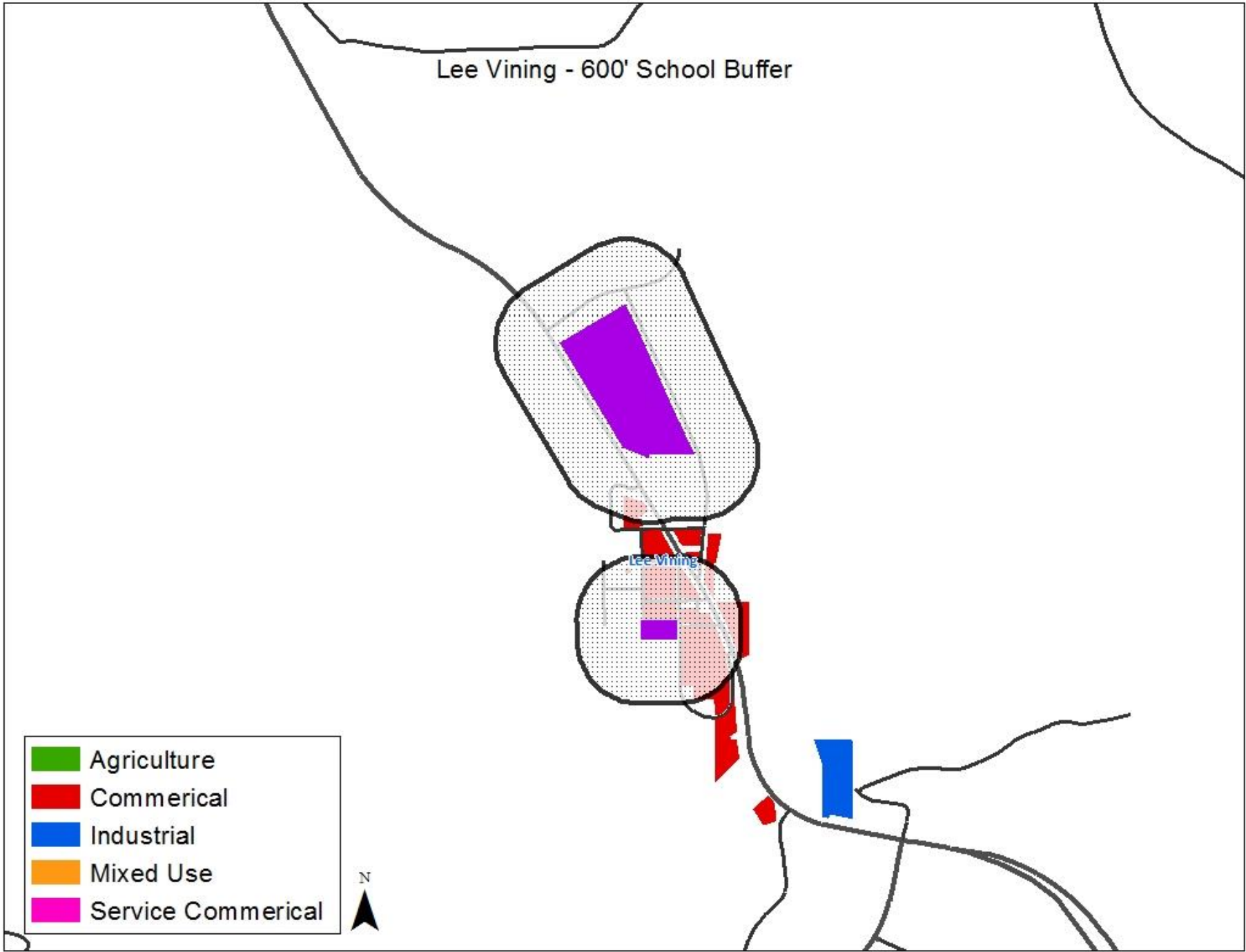


Bridgeport - 1000' School & 1000' Expanded Facilities Buffer



Lee Vining - 600' School Buffer

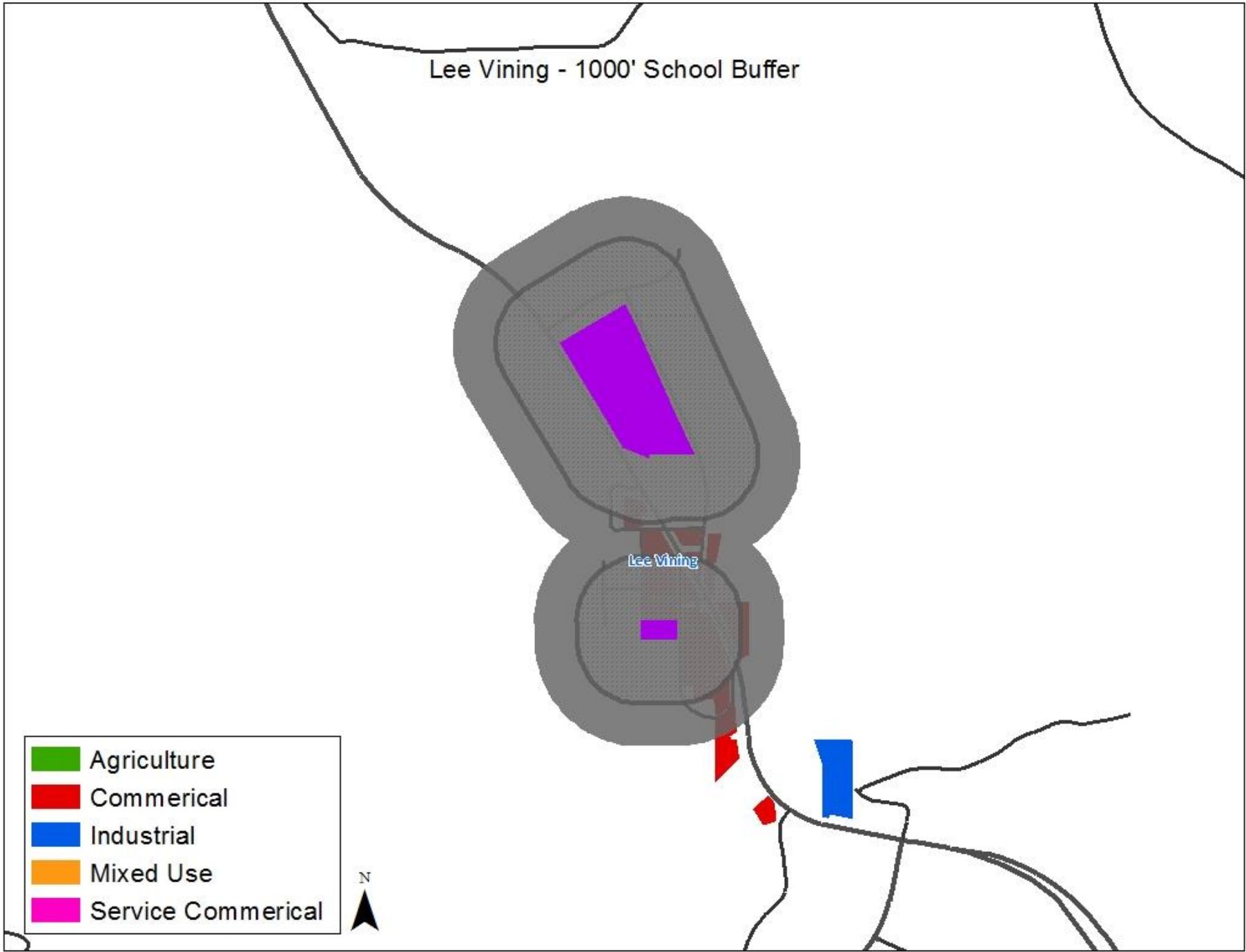
-  Agriculture
-  Commerical
-  Industrial
-  Mixed Use
-  Service Commerical



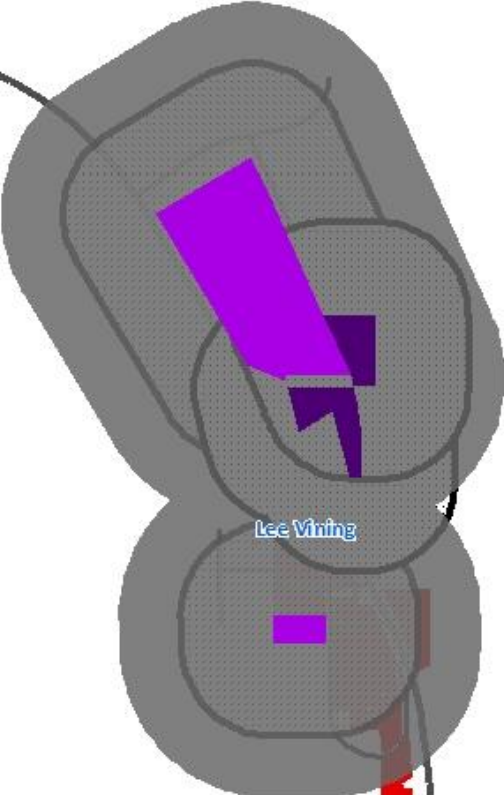
Lee Vining - 1000' School Buffer

Lee Vining

-  Agriculture
-  Commerical
-  Industrial
-  Mixed Use
-  Service Commerical



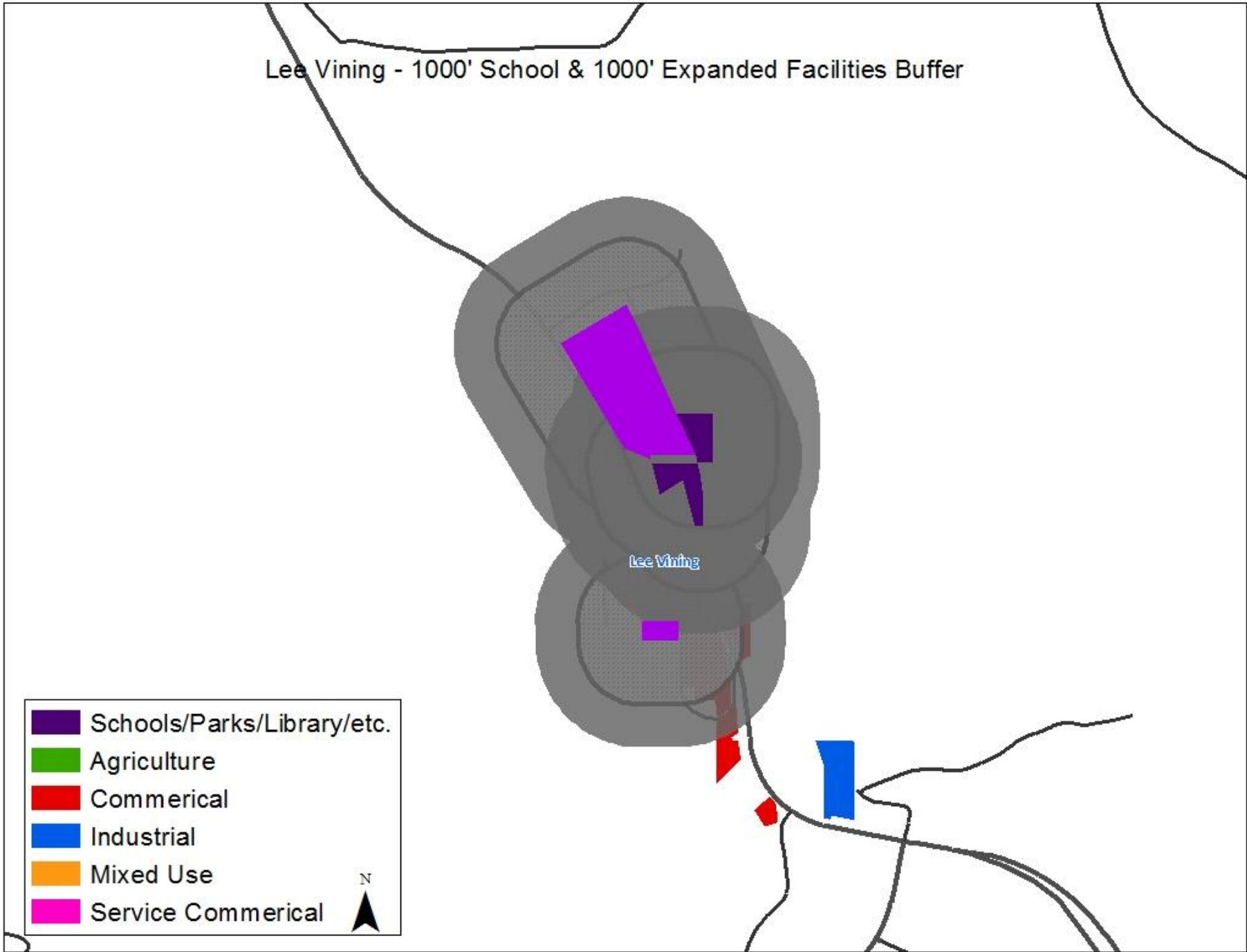
Lee Vining - 1000' School & 600' Expanded Facilities Buffer



- Schools/Parks/Library/etc.
- Agriculture
- Commerical
- Industrial
- Mixed Use
- Service Commerical

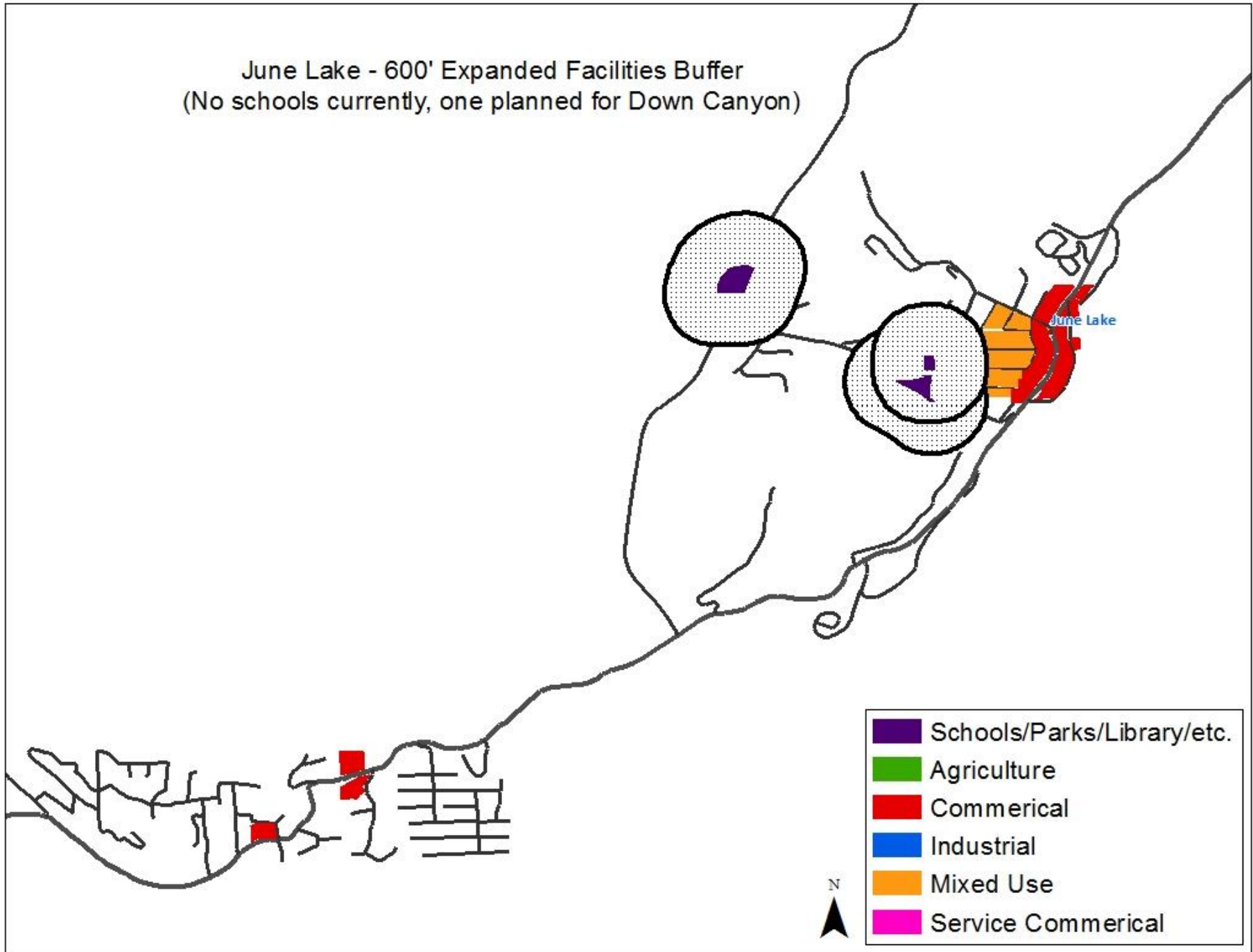


Lee Vining - 1000' School & 1000' Expanded Facilities Buffer

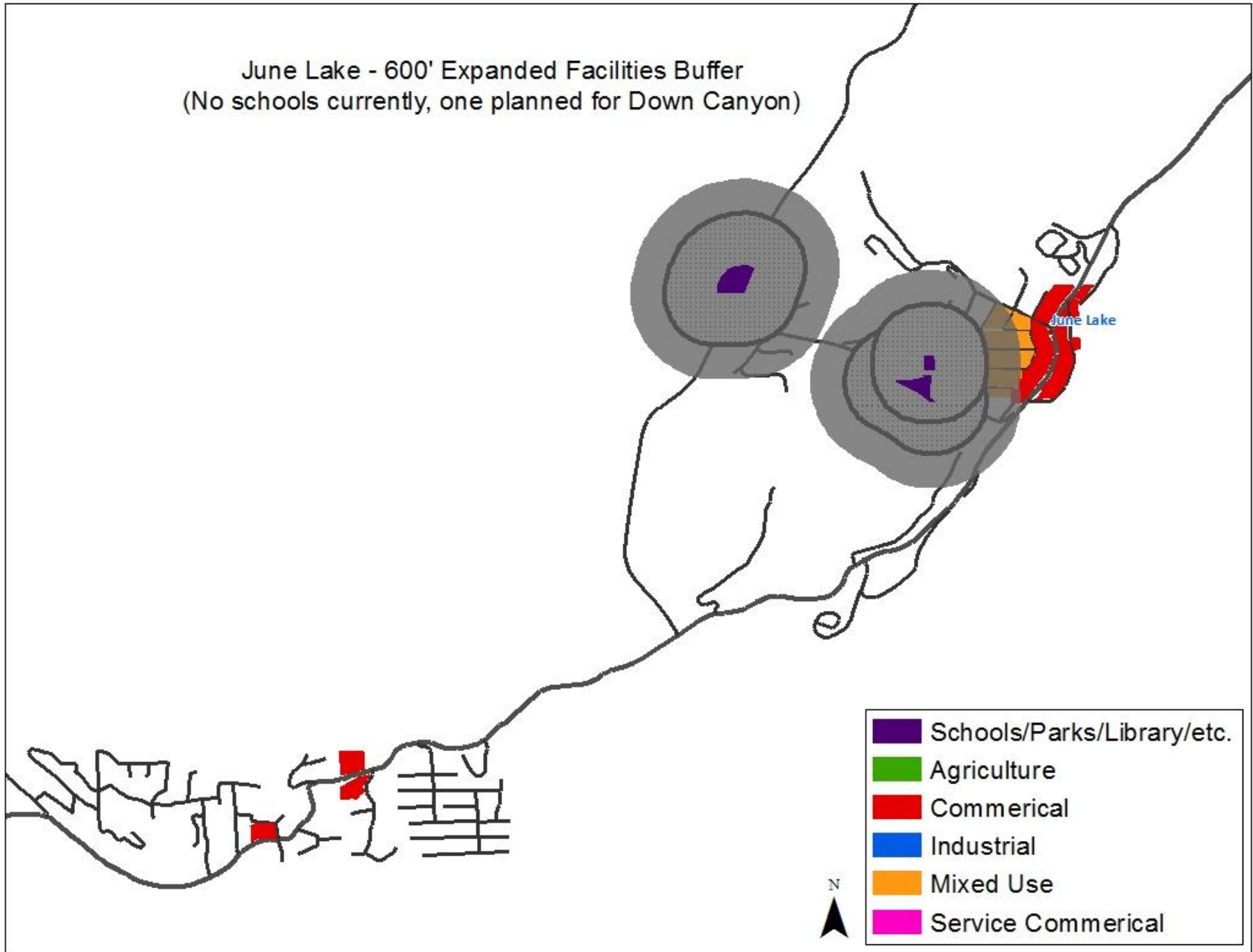


- Schools/Parks/Library/etc.
- Agriculture
- Commerical
- Industrial
- Mixed Use
- Service Commerical

June Lake - 600' Expanded Facilities Buffer
(No schools currently, one planned for Down Canyon)



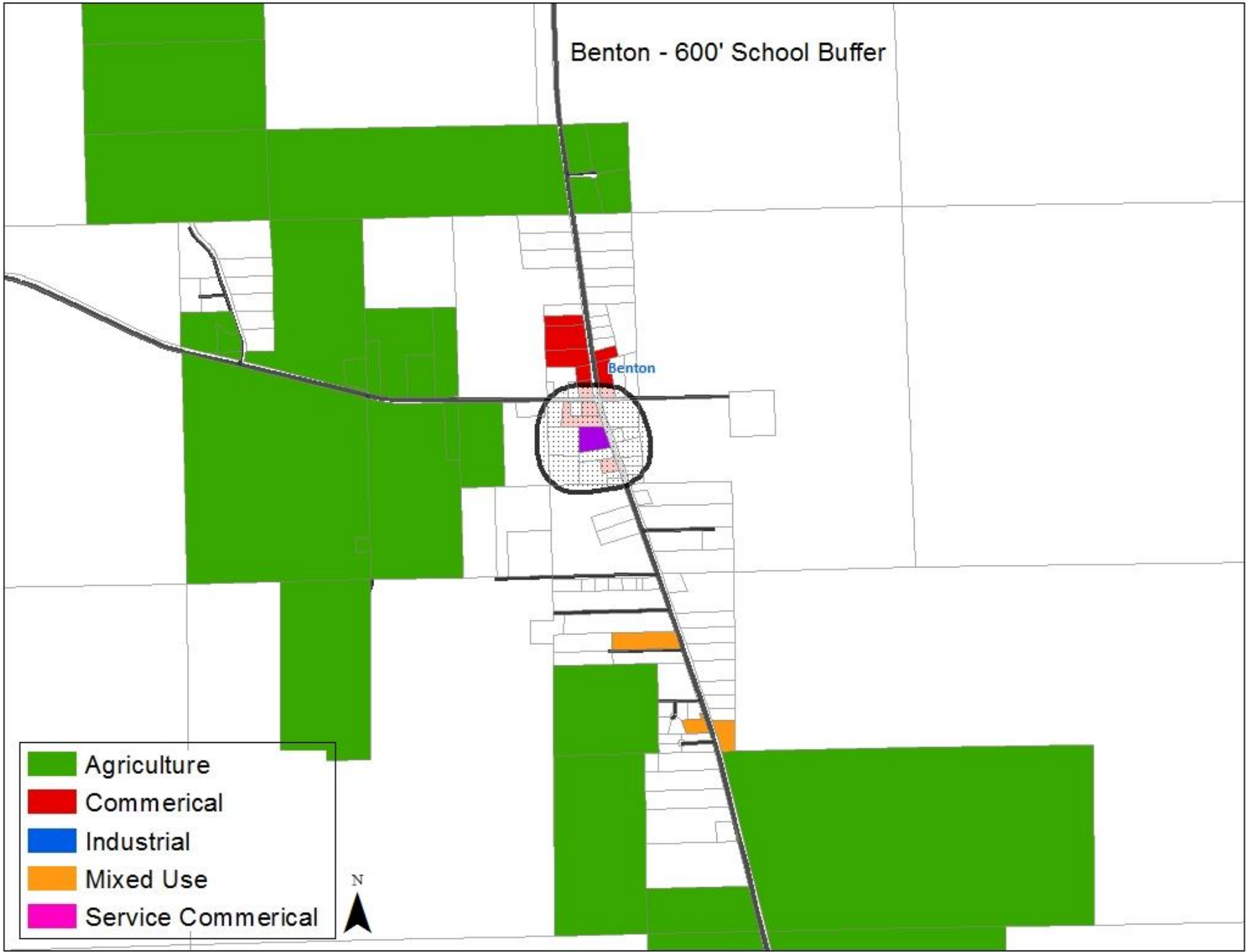
June Lake - 600' Expanded Facilities Buffer
(No schools currently, one planned for Down Canyon)



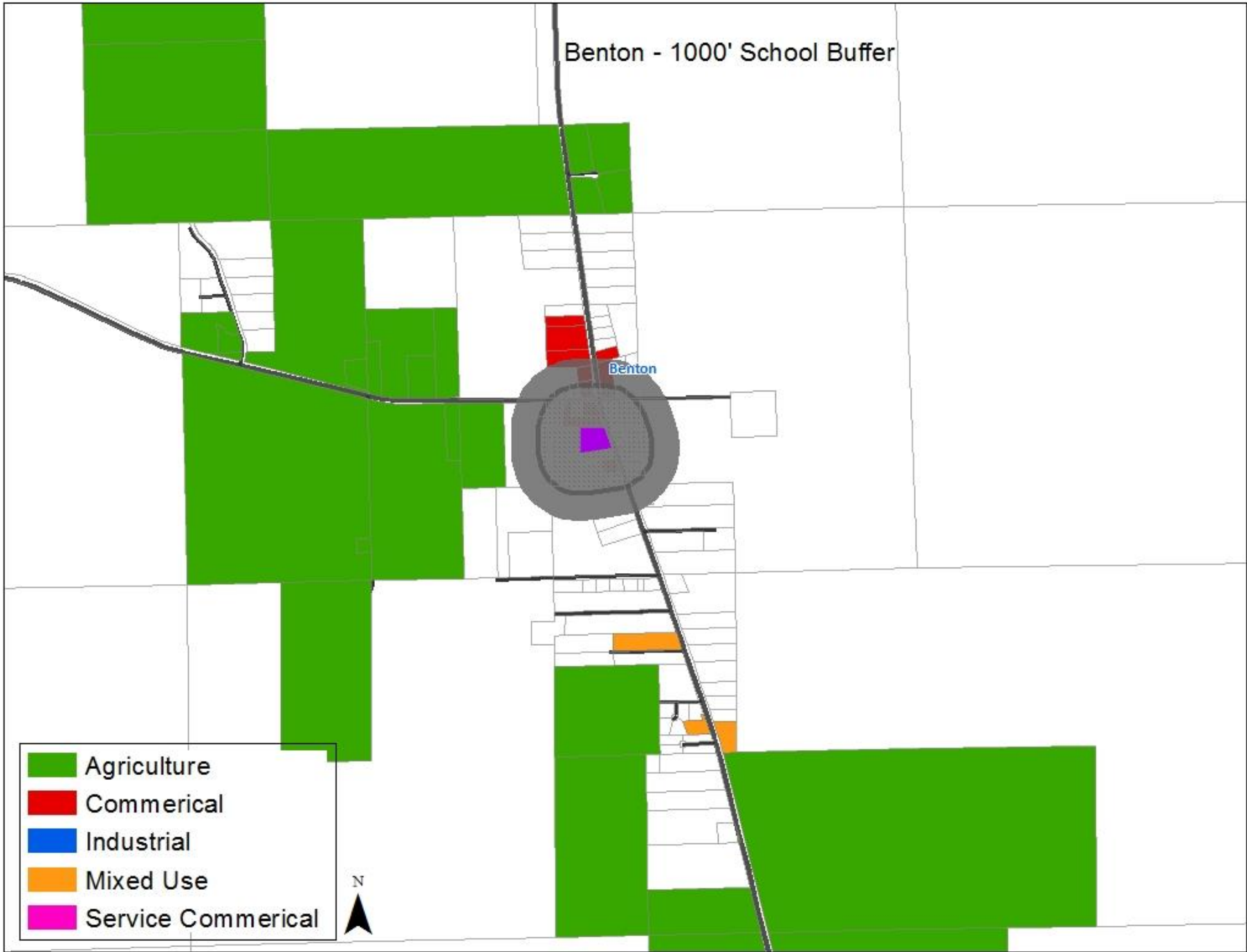
Benton - 600' School Buffer

Benton

-  Agriculture
-  Commerical
-  Industrial
-  Mixed Use
-  Service Commerical

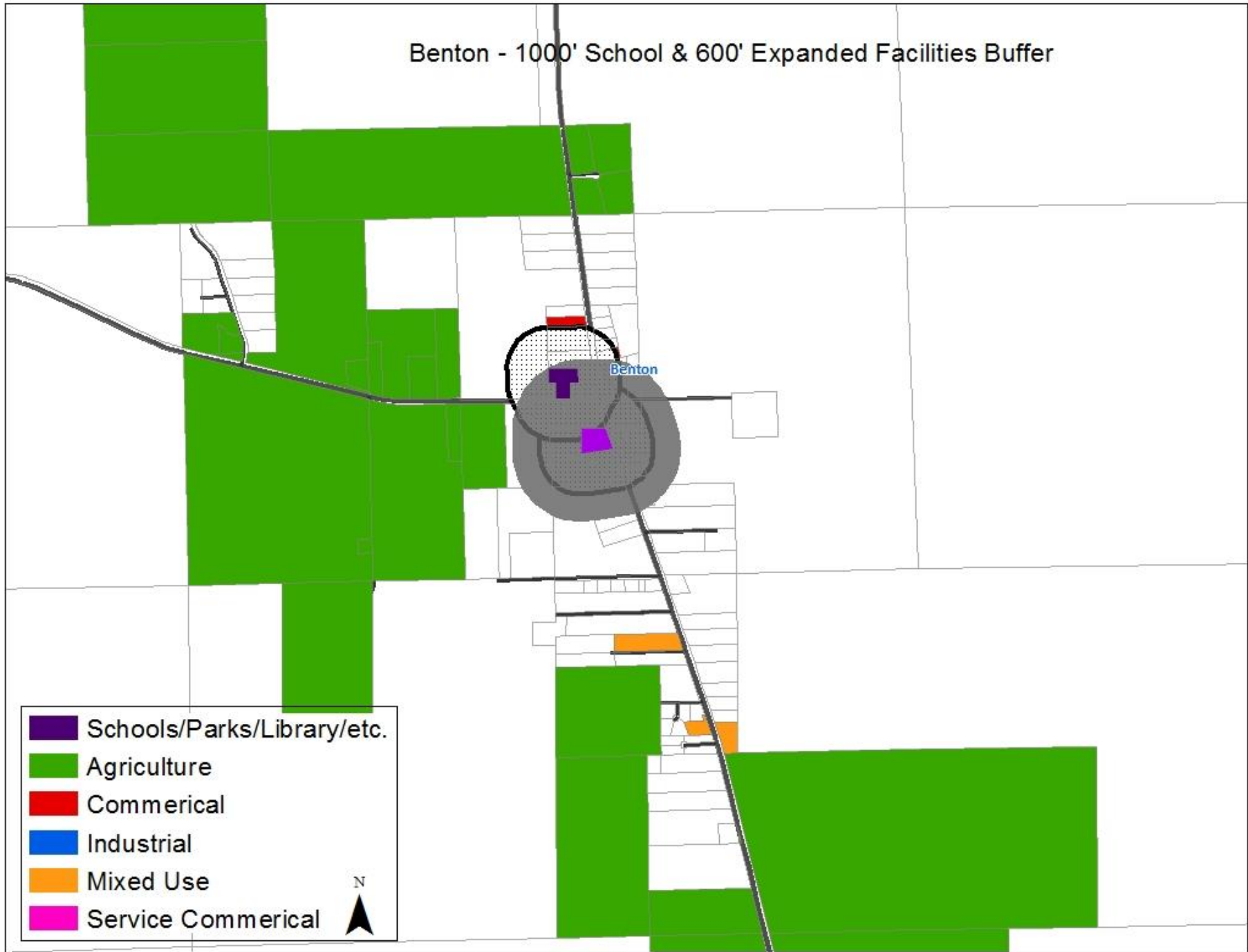


Benton - 1000' School Buffer

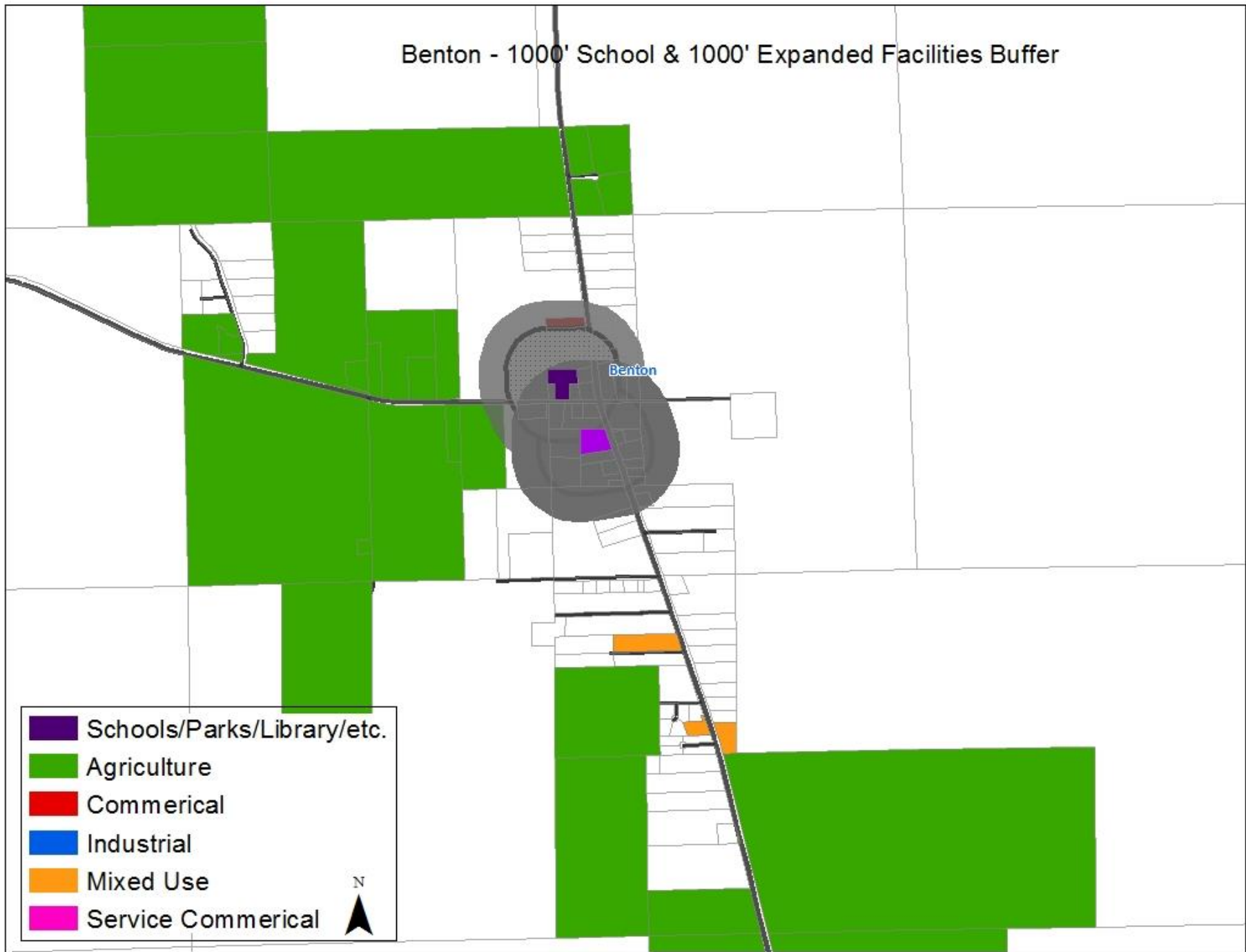


-  Agriculture
-  Commercial
-  Industrial
-  Mixed Use
-  Service Commercial

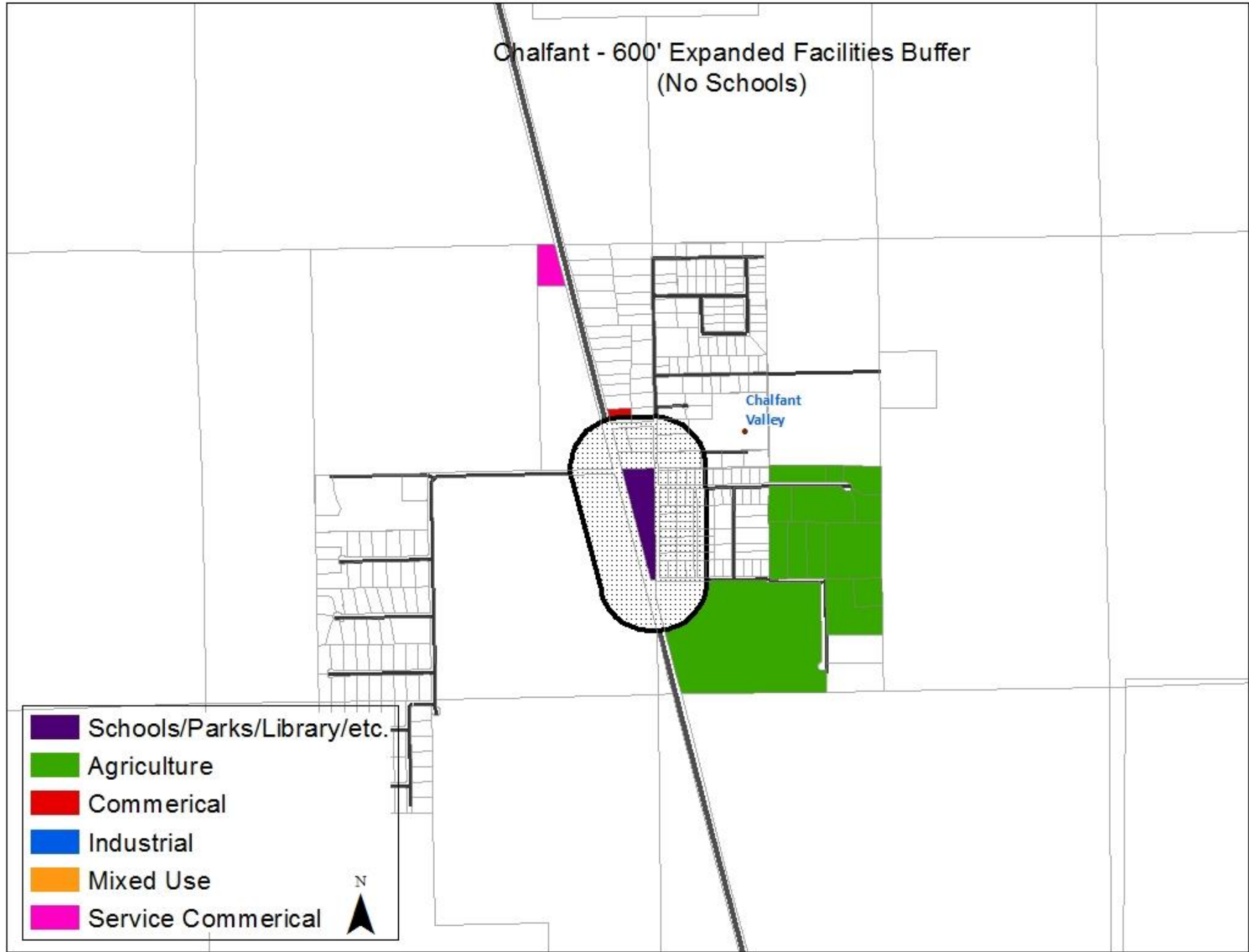
Benton - 1000' School & 600' Expanded Facilities Buffer



Benton - 1000' School & 1000' Expanded Facilities Buffer



Chalfant - 600' Expanded Facilities Buffer
(No Schools)



- Schools/Parks/Library/etc.
- Agriculture
- Commerical
- Industrial
- Mixed Use
- Service Commerical



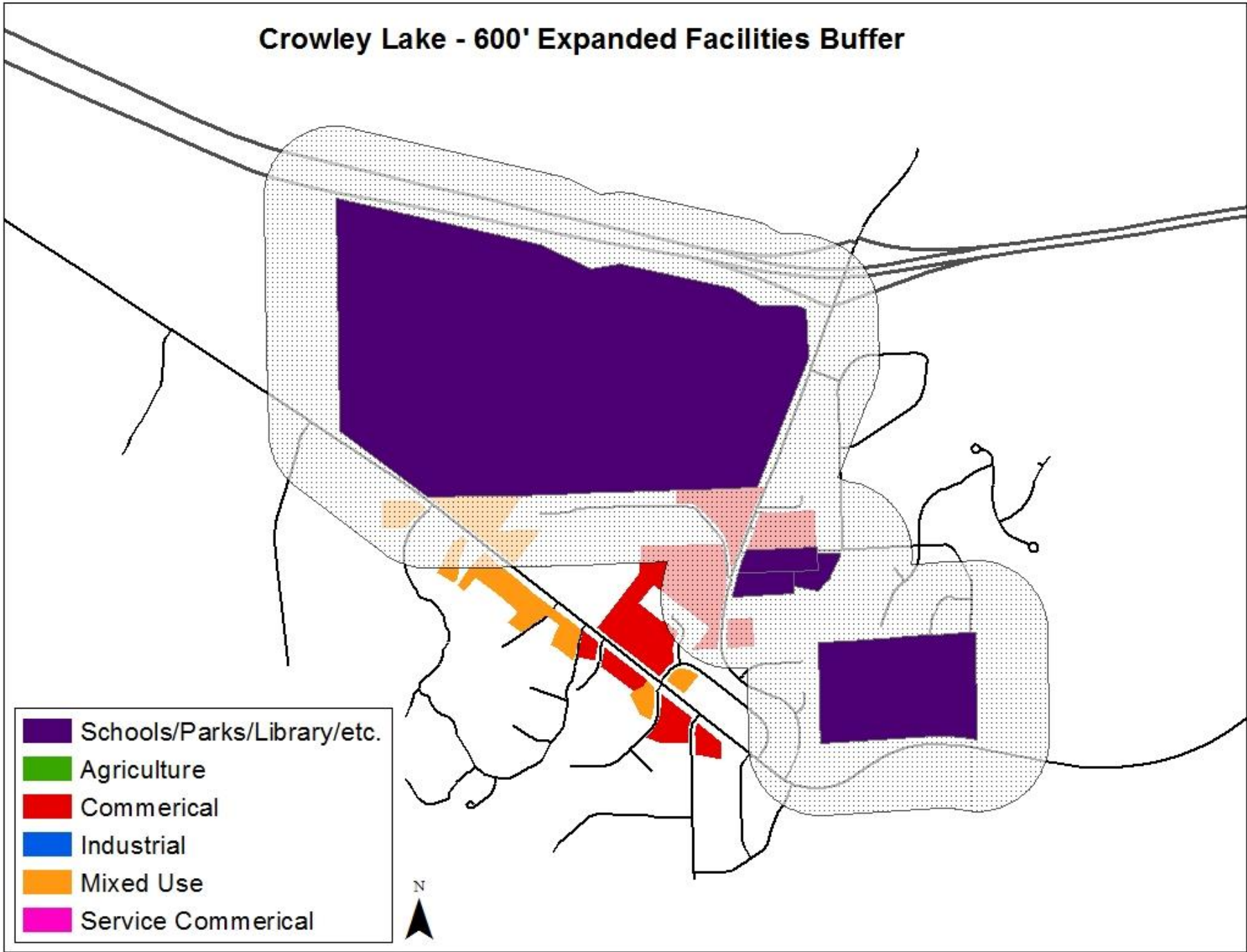
Chalfant - 1000' Expanded Facilities Buffer
(No Schools)



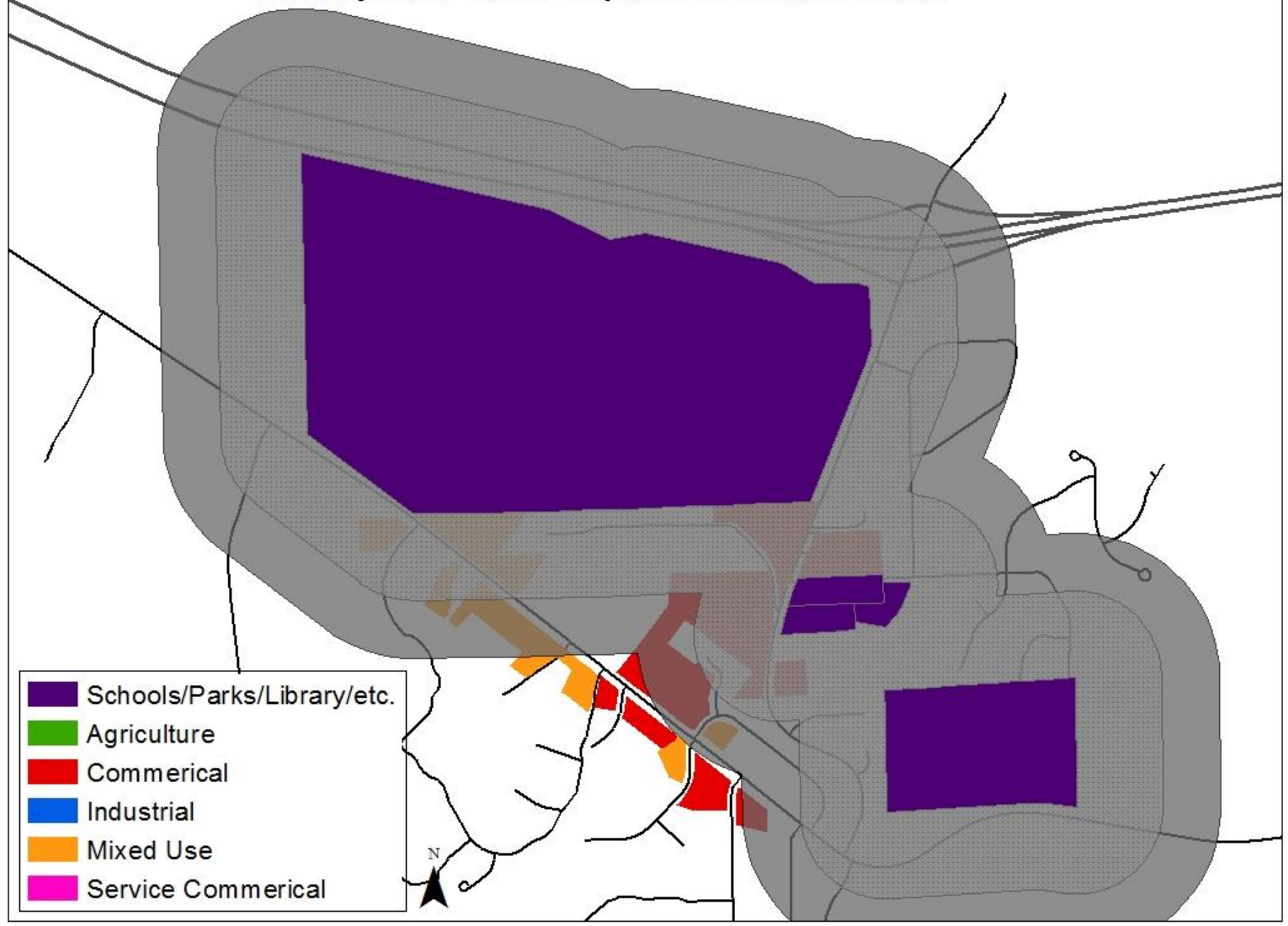
- Schools/Parks/Library/etc.
- Agriculture
- Commerical
- Industrial
- Mixed Use
- Service Commerical



Crowley Lake - 600' Expanded Facilities Buffer



Crowley Lake - 1,000' Expanded Facilities Buffer



-  Schools/Parks/Library/etc.
-  Agriculture
-  Commercial
-  Industrial
-  Mixed Use
-  Service Commercial

- F. **Bi-State sage-grouse mitigation measures:** In an ongoing effort to support Bi-State sage-grouse conservation efforts and support the decision of the US Fish and Wildlife Service not to list the bird under the Endangered Species Act, the existing Conservation/Open Space Element, Action 2.A.3.e., specifies design measures to reduce project impacts. These measures are existing and would be applied to cannabis cultivation.

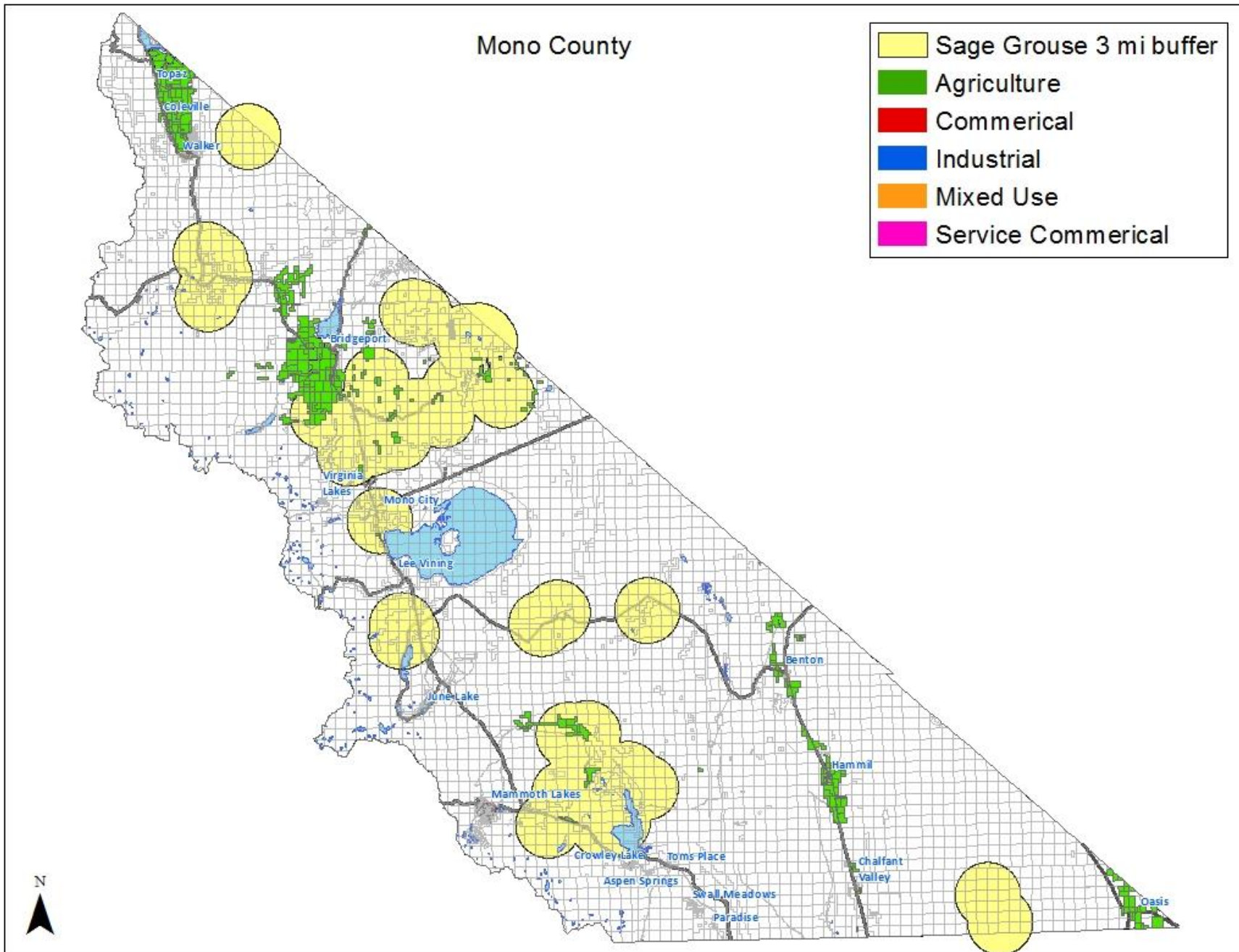
However, because cannabis cultivation can be economically viable on small plots, this activity raises additional questions regarding sage-grouse conservation. Mono County's agricultural policies generally assume grazing and ranching operations with limited grading and soils disturbance. Row and crop farming, which results in the removal of native vegetation, has usually been focused in areas like the Tri-Valley and Antelope Valley, where the land base and infrastructure for successful operations exist. Sage-grouse habitat has not been a concern in these areas. However, cannabis cultivation can potentially be operated in more remote areas on smaller plots where sage-grouse habitat may be an issue. Based on scientific studies,³ the 2012 Bi-State Action Plan encourages land managers "to regulate surface occupancy of energy development and other anthropogenic structures at up to approximately three miles [from leks] to capture the most amount of year-round use by sage-grouse populations." See Map #1 below indicating a three-mile buffer around active sage-grouse leks, and lands designated agriculture (AG) that would be impacted.

Options:

1. Based on the scientific literature and the 2012 Bi-State Action Plan, add the following requirement to cannabis regulations:
To protect Bi-State sage grouse populations, cannabis cultivation shall not disturb or remove sagebrush habitat within three miles of an active lek, or as determined through an informal consultation process with applicable Bi-State conservation partners.
2. Extend the buffer to all ground-disturbing agricultural activities (not just cannabis) and add it to Action 2.A.3.e. in the Conservation/Open Space Element.
3. Do not add any additional conservation measures; allow the issue to be addressed individually in site-specific environmental documents when applicable.

³ Coates, P.S., M.L. Casazza, I.J. Blomberg, S.C. Gardner, S.P. Espinosa, J.L. Yee, L. Wiechman, and B.J. Halstead. 2013. Evaluating Greater Sage-Grouse Seasonal Space Use Relative to leks: Implications for surface use designations in sagebrush ecosystems. *The Journal of Wildlife Management* 77(8): 1598-1609.

Map #1: Three-Mile Lek Buffer Overlaid on AG Designations



Attachment #1: Summary of Land Use Consistency Analysis Framework

	Cultivation	Nursery	Manufacturing	Testing	Retail	Distribution	Microbusiness
	Type 1, 2, 3, 5	Type 4	Type 6 & 7	Type 8	Type 10	Type 11	Type 12
Agriculture (AG)	X	X	X*		X*	X*	X
Commercial (C)				X	X		
Commerical Lodging (CL)							
Commerical Lodging Moderate (CL-M)							
Commerical Lodging High (CL-H)							
Estate Residential (ER)							
Industrial (I)	X	X	X	X	X	X	X
Industrial Park (IP)	X	X	X	X	X	X	X
Mixed Use (MU)					X		
Multi-Family Residential Low (MFR-L)							
Multi-Family Residential Moderate (MFR-M)							
Multi-Family Residential High (MFR-H)							
Natural Habitat Protection (NHP)							
Open Space (OS)							
Public and Quasi-public Facilities (PF)							
Resource Extraction (RE)							
Resource Management (RM)							
Rural Mobile Home (RMH)							
Rural Residential (RR)							
Rural Resort (RU)							
Scenic Area Agriculture (SAA)							
Single-Family Residential (SFR)							
Service Commercial (SC)			X		X	X	
Specific Plan (SP)							
	*INCIDENTAL USE ACCESSORY TO MAIN USE						

Draft Commercial Cannabis Issues, Opportunities, and Constraints

Board of Supervisors, Oct. 3, 2017

COUNTYWIDE LAND USE: ISSUES, OPPORTUNITIES & CONSTRAINTS

16. In 2016, the voters of California passed Proposition 64, legalizing the adult use, production, interstate transportation, and commercial activity of cannabis, including cultivation of up to six plants for personal use. The proposition was also passed by each voter precinct in Mono County, although by a smaller margin in Bridgeport and the Tri-Valley, and passed in the county overall. In the aftermath of this vote, Mono County had choices to 1) allow the State to regulate all activities with no local requirements, 2) ban activities in part or whole, or 3) develop local regulations. The County chose to develop local regulations and has jurisdiction over only privately held lands; state, federal and tribal lands are outside the County's jurisdiction.
17. Cannabis activities continue to be illegal under Federal law. The 2013 "Cole Memo" from the Department of Justice indicates federal enforcement should focus on the following priorities: prevent distribution of cannabis to minors; prevent cannabis revenue from funding criminal enterprises, gangs or cartels; prevent cannabis from moving out of states where it is legal; prevent the use of state-legal cannabis sales as a cover for illegal activity; prevent violence and use of firearms in growing or distributing cannabis; prevent drugged driving or exacerbation of other adverse public health consequences associated with cannabis use; prevent growing cannabis on public lands; and prevent cannabis possession or use on federal property. Thus, these priorities, which have merit beyond the Cole Memo, should be addressed by and the focus of County regulations to the extent possible.
18. The State of California, through three new licensing authorities, is implementing a robust permitting and regulatory process for commercial cannabis activities, including fees and taxation. To be effective, Mono County's regulations should work in concert with the State's broader regulations and requirements, and must be prepared to handle new components such as the "track and trace" system, testing requirements, and the collaboration between departments that is required for a successful new regulatory program.
19. Concerns expressed during two rounds of public input at Regional Planning Advisory Committee (RPAC) meetings about commercial cannabis activity include disruption of the sense of place, impacts to quality of life, lack of enforcement, aesthetic and visual impacts, use of pesticides and fertilizers harmful to the environment, personal safety and crime potential, odor nuisance, potential impact to families and children, water usage and discharge, energy usage, waste material, and that cannabis activities continue to be federally illegal. Public input indicated a preference to allow cultivation for personal use under state standards without any additional local regulations.
20. A particular concern emphasized by public input and public health officials is the particular vulnerability of children to the effects of cannabis use, and that the presence of cannabis plants or products may be an attractive nuisance for children. The potential impacts to children should be evaluated and managed within the complete context of substances of concern, such as alcohol and other controlled substances.
21. Opportunities expressed during two rounds of public input at Regional Planning Advisory Committee meetings about cannabis activity include a potential new economic opportunity for businesses, new jobs, new revenue for the County, and potential land value increases.

22. Cannabis licensing generally falls into six broad categories, including cultivation, manufacturing, distribution, testing, dispensary, nursery and microbusinesses. A variety of Land Use Designations are necessary to accommodate all these licenses and provide for the full economic supply chain for the cannabis industry. In addition, each of these activity types requires the consideration of issues are unique to the cannabis industry that otherwise generally do not exist for the activity in general. Such considerations may include odor nuisance, security and protecting against the potential for the criminal element, specific regulation and inspection of agricultural operations, access by and attractiveness for minors, track and trace requirements, and testing and labeling requirements.
23. An integrated and complete regulatory package for oversight of commercial cannabis activities includes consideration of federal laws, state regulations, other local agencies and jurisdictions, and other County departments. The coordination and collaboration required for consistency throughout all levels requires a dedicated effort and active partnerships.

AGRICULTURE, GRAZING, AND TIMBER: ISSUES, OPPORTUNITIES & CONSTRAINTS

6. Cannabis is a new commodity that could provide a significant economic opportunities for the agricultural industry, if carefully implemented within the constraints of state regulations and existing general plan policies, and with the recognition of inconsistencies between state and federal law. Also see Countywide Issues, Opportunities and Constraints in the Land Use Element.
7. Between the Cole Memo, State regulations, and community concerns, cannabis cultivation raises issues such as odor control, pesticide and fertilizer use, security and protecting against the potential for the criminal element, and track and trace compliance, among other issues, that require the industry be regulated differently from any other agricultural crop.
8. Cannabis oversight should be closely coordinated with the Inyo-Mono Agricultural Commissioner's office, who has significant responsibility under the state's regulatory framework for cannabis cultivation and for agricultural operations in general.

Draft Commercial Cannabis Policies
Board of Supervisors, Oct. 3, 2017

LAND USE ELEMENT

Objective. Provide for commercial cannabis activities in Mono County in a way that protects public health, safety, and welfare while also taking advantage of new business and economic development activities.

Policy. Provide for commercial cannabis activities in Land Use Designations where the activity is “similar and not more obnoxious or detrimental to the public health, safety, and welfare” than the uses listed for the same designation (consistent with Chapter 4 definitions, Uses not listed as permitted).

Action. Where deemed necessary, provide specific adjustments via area plans, when consistent with this general plan, in order to provide for a balanced and functional mix of land uses (see LUE Objective 1.C.).

Action. Given the uncertainties inherent to a new regulatory program and its application to a recently legalized industry, retain flexibility to address site-specific issues, unique needs, and public noticing and input by requiring all cannabis activities be subject to a Use Permit.

Action. *Placeholder: will reflect any unique use permit requirements (if so determined), such as an annual renewal, inspections, etc.*

Policy. Personal cannabis cultivation, as legalized and regulated by State law, should be conducted in a manner that respects neighbors and community character, and protects against potentially detrimental issues such as the criminal element, access by minors, and general nuisance issues.

Action. Personal cannabis cultivation is required to comply with all state regulations, including the California Building Code for any new construction or alterations/modifications to existing structures.

Action. Personal cannabis cultivation is subject to the Nuisances and Hazards provisions in Chapter 4 of this General Plan, and any other applicable General Plan policies and County codes.

Policy. Avoid, reduce, and prevent potential issues specific to commercial cannabis activities that may adversely affect communities.

Action. *Placeholder: will reflect decision about school buffer distance, and facilities to include. If state minimum is followed, this action may be eliminated.*

Action. Apply increased setbacks to commercial cannabis cultivation activities to prevent odor nuisance and visual/aesthetic issues, and enhance security. *Eliminate if setbacks are not modified from the standards set forth in the LUDs.*

Action. Visual screening and other treatments prevent attractive nuisance issues related to aesthetics and security, such as theft, exposure of minors, and attraction of the criminal element.

Action. Outdoor lighting shall meet Chapter 23 – Dark Sky Regulations (including in Antelope Valley), and indoor lighting shall similarly be required to prevent nuisances caused by unnecessary light intensity, direct glare, and light trespass, and protect the ability to view the night sky by restricting unnecessary upward projection of light, and prevent impacts to wildlife species attracted to light sources.

Action. Regulations shall provide for the limitation of odor nuisances for adjacent uses, which may include, but are not limited to, increased setbacks, minimum distances from existing structures under separate ownership, odor control filtration devices, and ventilation requirements.

Action. To ensure security, safety, and prevent access by minors and the criminal element, a Security Plan shall be required and subject to approval by appropriate law enforcement and code enforcement entities.

Action. To ensure commercial cannabis activities are compatible with the scenic and natural landscape of Mono County, implement applicable requirements related to the California Environmental Quality Act (CEQA), and policies in the Conservation/Open Space Element, including sage-grouse mitigation measures (see C-OS, Action 2.A.3.e.).

Policy. In recognition of the potential economic benefits of this new industry, encourage the responsible establishment and operation of commercial cannabis activities.

Action. Provide a balanced and functional mix of land uses where commercial activities are permitted such that there is an opportunity for the private sector to establish the complete economic business supply chain, e.g. from nursery and cultivation to final point of sale.

Action. Economic benefits to the County include cost recovery from permit fees and increased revenue from taxes; therefore, the County should seek full cost recovery for services rendered and place a tax measure on the next available ballot.

Policy. Work toward consistent and compatible regulations and efficient oversight of cannabis activities with other responsible entities, from the state level, to local level, to other Mono County Departments.

Action. Stay informed of State activities and requirements related to commercial cannabis, including not only the licensing authorities of the Bureau of Medical Cannabis Regulation, CalCannabis Cultivation Licensing, and Office of Manufactured Cannabis Safety, but also associated agencies such as the Lahontan Regional Water Quality Control Board, California Department of Fish and Game, California Building Standards Commission, and others.

Action. Coordinate with local agencies and districts, such as fire districts, water providers, and other service providers, and other local jurisdictions, such as Inyo County and the Town of Mammoth Lakes, as needed.

Action. Coordinate oversight activities with other applicable County departments, such as the Inyo-Mono Agricultural Commissioner's office, Environmental Health, Mono County Sheriff, and others as needed.

Action. Ensure consistency with local area plans, and adjust area plans where appropriate to reflect community circumstances, preferences and priorities.

COMMERICAL CANNABIS REGULATION TOPICS

Planning Commission, Sept. 21, 2017

LAND USE DESIGNATIONS

Agriculture – cultivation, nursery, distribution, manufacturing, retail, microbusiness

Commercial – testing, retail

Industrial – cultivation, nursery, distribution, testing, manufacturing, retail, microbusiness

Industrial Park – cultivation, nursery, distribution, testing, manufacturing, retail, microbusiness

Mixed Use – retail (allow distribution, manufacturing, or testing in Antelope Valley via area plan policy)

- Except for the manufacturing of edibles, distribution, manufacturing and testing do not generally seem to apply to the uses listed in the MU designation.

Service Commercial – distribution, manufacturing, retail

MENU OF POTENTIAL REGULATIONS

Setbacks

Visual Screening

Odor and Air Quality

Security

Other

Setbacks:

- I. Facility property setback options:
 1. Setbacks per Land Use Designation
 2. Increased setbacks
 - a. Setbacks for Indoor operations
 - 1) All cannabis cultivation shall be setback 100' from any existing offsite residence, swimming pool, patio, or other living area of separate ownership (San Luis Obispo Co.)
 - b. Setbacks for Outdoor operations
 - 1) 25' from all property lines (Tuolumne Co.)
 - 2) 50' from all property lines (Mariposa Co.)
 - 3) 50' from the upland extent of riparian vegetation of any watercourse (San Luis Obispo Co.)
 - 4) 100' from an occupied residential structure on an adjacent parcel (Butte & Sonoma Co.)¹
 - 5) 300' from the property lines of the site (San Luis Obispo Co.)
 - 6) Setbacks based on parcel size
 - a) (Tehama Co.) If the premises is twenty (20) acres in size or less, each cultivation building or area shall be set back at least 100 feet from all boundaries of the premises, unless the enforcing officer or the Board of Supervisors reduces or waives this requirement based upon a finding of unusual hardship.

¹ Mono County regulations currently require 50' from the top of streambed

- If the premises is greater than twenty (20) acres in size but less than one hundred and sixty (160) acres in size, each cultivation building or area shall be set back at least 300 feet from all boundaries of the premises.
 - If the premises is one hundred and sixty (160) acres or greater in size, each cultivation building or area shall be set back at least 1,000 feet from all boundaries of the premises.
 - b) (Butte Co.) If the premises is one-half (0.5) of an acre in size or less, each detached structure shall be set back at least 15' from all boundaries of the premises; greater than 0.5 acre but less than 5 acres, each detached structure or outdoor area shall be set back at least 50' from all boundaries; premises equal to or greater than 5 acres but less than 10 acres = 75'; 10 acres or greater = 150' from all boundaries. The Director of the Department may waive or reduce the requirement based upon a finding of unusual hardship for that parcel.
- 7) Setbacks based on cultivation size/area
- 8) Allow for submittal of alternative plans: criteria or enhance
 - a) Meet security needs
 - b) Meet or enhance visual mitigation
 - c) Meet distance from existing buildings of separate ownership (100')

Visual Screening

- I. Fencing (outdoor cultivation)
 - a. Not required
 - b. Require fencing for parcels less than 5 acres (Sonoma and Butte Co.)
 - c. Fence design
 1. Opaque fence
 2. At least 6' in height
 3. Or a height sufficient to conceal the cannabis from view
 4. Adequately secure to prevent unauthorized entry²
 5. The fence must include a lockable gate(s) that is locked at all times
 6. Use of brushes or hedgerows shall: 1.) be allowed as a fence to mitigate visual of fence and odor (on parcels 5 acres or more), 2.) in addition to a fence, or 3.) not allowed as a fence substitute.
- II. "Cannabis plants shall not be easily visible from offsite. Fencing around the cultivation should be solid wood or masonry not taller than 6'6". Will allow cyclone type fencing or hog wire with fabric screening on the inside to prevent the cultivation from being seen. The gate must be locking. Plants must not be visible from outside the fence. They should be covered with shade cloth." (San Luis Obispo Co.)
- III. "Area where cannabis is cultivated shall be screened from public view adjacent to the premises by fencing, structures or vegetation." (El Dorado Co.)
- IV. Screening. Outdoor cultivation areas shall not be visible from a public street, public park, public school, or other public area, except where topographic conditions prevent reasonable screening.

² Features designed to maim or injure shall not be allowed per California Building Code

Maximum plant height shall not exceed eight feet above ground level at the base of the plant(s).
(TOML)

V. Lighting

- a. All lighting must comply with Chapter 23 “Dark Sky Regulations” – there is a choice of extending this to Antelope Valley for cannabis activities
- b. All/do not allow artificial lighting for outdoor cultivation
- c. Options for greenhouse lighting:
 1. Outdoor lights not to exceed a maximum of 600 watts of lighting capacity per 100 sq. ft. of growing area.
 2. All lighting shall be shielded and downcast
 3. Light shall not escape at a level that is visible from neighboring properties between sunset and sunrise
 4. Require blackout treatments from sunset to sunrise to prevent fugitive light emissions and “glow” at night.

Odor and Air Quality

Indoor Operations

- I. All indoor, greenhouse and mixed light cultivation operations and any drying, aging, trimming, manufacturing, and packing facilities shall be equipped with odor control filtration and ventilation system(s) to control odors, humidity, and mold.
- II. “All cannabis cultivation shall be sited and/or operated in a manner that prevents cannabis odors from being detected offsite. All structures utilized for indoor cannabis cultivation shall be equipped and/or maintained with sufficient ventilation controls to eliminate or significantly reduce nuisance odor emissions.” (San Luis Obispo)
- III. “The cultivation shall not adversely affect the health, safety, or enjoyment of property of persons residing near the property on which medical marijuana is cultivated due to dust, noise, smoke, odors which are disturbing to people of normal sensitivity.” (El Dorado Co.)
- IV. “The structure shall be designed to restrict smell, odor, smoke, or other airborne odors and smells related to marijuana from being transmitted to an adjoining property or public areas.” (Tulare Co.)
- V. All commercial cultivation sites shall utilize dust control measures on access roads and all ground disturbing activities per Great Basin Unified Air Pollution Control District and Mono County grading ordinance (General Plan, Conservation/Open Space Element Goal 23, 5-03)

Security Plan

- I. Certified by the Sheriff’s Department
- II. Require background checks
- III. Firearms: Prohibit or not, require approval by Mono County Sheriff Department
- IV. (Town of Mammoth Lakes) “A security plan outlining the proposed arrangements for ensuring the safety of persons and for protecting the premises from theft. The plan shall include, as a minimum, installation of security cameras, continuous operation of a robbery and burglary alarm system monitored by a state-licensed operator, and an annual written security assessment of the site by a qualified professional. The security plan must also include a lighting plan showing exterior and interior lighting that will be implemented to provide adequate security and comply with all town standards regarding lighting design and installation.”

Security and Lighting Plan.

1. A medical marijuana cooperative shall provide adequate security and lighting on-site to ensure safety of persons, protect the premises from theft at all times, and to ensure that the surrounding neighborhood and businesses are not negatively impacted by nuisance activity such as loitering and crime. In addition, a medical marijuana cooperative shall prepare and implement a security plan, as reviewed and approved by the chief of police, which shall include the use of recorded video monitors for security, both within and outside the premises.
 2. All security guards employed by medical marijuana cooperatives shall be duly licensed by the State of California, Department of Consumer Affairs, and possess a security guard card at all times, in a manner compliant with applicable state and local laws, rules and regulations. Security guards shall not possess firearms or tasers.
 3. A medical marijuana cooperative must ensure that all marijuana is securely stored. In addition, a reliable, commercial burglary, and robbery alarm system must be installed and maintained in a manner compliant with the town of Mammoth Lakes Municipal Code.
 4. The dispensing of medical marijuana shall not be visible from the exterior of the business. This may be accomplished through obstructing the windows with curtains or tinting, dividing the business operations to have a lobby that is visible from the exterior with medical marijuana being dispensed in enclosed rooms not visible from the exterior, or other method as approved by the town.
- V. (Desert Hot Springs)- A security plan that addresses how the following measures shall be implemented or complied with:
1. Security cameras shall be installed and maintained in good condition, and used in an on-going manner with at least 240 concurrent hours of digitally recorded documentation in a format approved by the city manager or designee. The cameras shall be in use 24 hours per day, 7 days per week. The areas to be covered by the security cameras shall include, but are not limited to, the public areas, storage areas, employee areas, all doors and windows, and any other areas as determined to be necessary by the Sheriff or designee.
 2. The cannabis facility shall be alarmed with an audible interior and exterior alarm system, unless waived for extenuating circumstances by the Sheriff or designee that is operated and monitored by a recognized security company, deemed acceptable by the Sheriff or designee. Any change in the security company shall be subject to the approval of the city manager or his designee. All current contact information regarding the medical marijuana facility's security company shall be provided to the Sheriff or designee.
 3. Entrance to the dispensing or cultivation areas and any storage areas shall be locked at all times, and under the control of medical marijuana facility staff.
 4. All cannabis shall be securely stored, and a reliable, commercial alarm system shall be installed and maintained where the cannabis is secured.

5. A licensed security guard, licensed by the California Department of Consumer Affairs, shall be present at the cannabis facility during all hours of operation. If the security guard is to be armed, then the security guard shall possess at all times a valid Security Guard Card and Firearms Permit issued by the California Department of Consumer Affairs.
- VI. (LA County) Dispensaries shall provide security as follows: an adequate and operable security systems that includes security cameras and alarms to the satisfaction of the Director or Regional Planning; and at least one licensed security guard present at the dispensary at all times during business hours. All security guards must be licensed by the proper authorities and must possess a valid Security Guard identification card issued by the Department of Consumer Affairs at all times.

PERSONAL USE AND CULTIVATION

State Regulations

- 21 years of age or older may consume cannabis
 - Possession: May possess, process, transport, purchase, obtain or give away 28.5 grams of non-medical cannabis or 8 grams of concentrated cannabis product
 - No smoking in a public place
 - No smoking where smoking tobacco is prohibited
 - No smoking within 1,000' of a school, day care center or youth center
 - No smoking while driving or riding in a vehicle
 - Cultivation: may possess, plant, cultivate, harvest, dry or process up to 6 plants per residence for personal use. (No manufacturing)
 - Local governments may “reasonably regulate” but not prohibit personal indoor cultivation within a private residence, including within a greenhouse or other structure on the same parcel, provided it is not visible from a public space
 - Local governments may regulate or prohibit personal outdoor cultivation
- I. Do not regulate personal cultivation further
 - II. Add additional regulations
 - a. Require permit
 - b. Require registration

Building Permit Regulations: Required by State

- Any electrical upgrades require an Over The Counter building permit
- Any interior remodel requires a Minor building permit.
- Any construction of an accessory structure greater than 120 sq. ft. requires a Major building permit.
- All Major building permits are routed to County departments for review and sign-off
- New construction must adhere to the most current California Building Code requirements
- Agriculture structures (green houses, hoop houses), pending LUD, are permitted outright unless the structure has considerable engineering.

- A greenhouse or similar structure containing lighting, heating, or ventilation elements requires a building permit.
- Regulations for “Efficiency Dwelling Unit” (minimum primary dwelling use)

State License Types & General Application Requirements

Board of Supervisors, Oct. 3, 2017

The following information has been obtained from the most recent printing of California Senate Bill 94, "The Medical and Adult-Use Cannabis Regulation and Safety Act" (MAUCRSA). California municipalities are awaiting procedures and requirements from each authority that further define operational requirements in order to create consistent regulation.

- Each licensing authority shall establish procedures for the issuance and renewal of licenses. The licensing authorities are as follows;
 - CalCannabis = cultivation license and track-and-trace system
 - Bureau of Cannabis Control = retail, distribution, testing, and microbusiness licenses
 - The Office of Manufactured Cannabis Safety = manufacturing license.
- 26050 (b) With the exception of testing laboratory licenses, which may be used to test cannabis and cannabis products regardless of whether they are intended for use by individuals who possesses a physician's recommendation, all licenses issued under this division shall bear a clear designation indicating whether the license is for commercial adult-use cannabis activity as distinct from commercial medicinal cannabis activity by prominently affixing an "A" or "M," respectively. Examples of such a designation include, but are not limited to, "A-Type 1" or "M-Type 1." Except as specifically specified in this division, the requirements for A-licenses and M-licenses shall be the same. For testing laboratories, the bureau shall create a license that indicates a testing laboratory may test both adult-use and medicinal cannabis.
- 26050 (c) A license issued shall be valid for 12 months from the date of issuance. The license may be renewed annually.
- 26053 (a) All commercial cannabis activity shall be conducted between licensees, except as otherwise provided in this division.
- 26053 (c) Except as provided in subdivision (b), a person may apply for and be issued more than one license under this division, provided the licensed premises are separate and distinct.
- 26053 (d) Each applicant or licensee shall apply for, and if approved, shall obtain, a separate license for each location where it engages in commercial cannabis activity.
- 26054 (a) A licensee shall not sell alcoholic beverages or tobacco products on or at any premises licensed under this division.
- 26054 (b) A premises licensed under this division shall not be located within a 600-foot radius of a school providing instruction in kindergarten or any grades 1 through 12, day care center, or youth center that is in existence at the time the

license is issued, unless a licensing authority or a local jurisdiction specifies a different radius. The distance specified in this section shall be measured in the same manner as provided in subdivision (c) of Section 11362.768 of the Health and Safety Code unless otherwise provided by law.

LICENSE TYPES

Cultivation License Types:

“Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

- 1) Type 1—Cultivation; Specialty outdoor; Small.** For outdoor cultivation using no artificial lighting of less than or equal to 5,000 square feet of total canopy size on one premises, or up to 50 mature plants on noncontiguous plots.
- 2) Type 1A—Cultivation; Specialty indoor; Small.** For indoor cultivation using exclusively artificial lighting of between 501 and 5,000 square feet of total canopy size on one premises.
- 3) Type 1B—Cultivation; Specialty mixed-light; Small.** For cultivation using a combination of natural and supplemental artificial lighting at a maximum threshold to be determined by the licensing authority, of between 2,501 and 5,000 square feet of total canopy size on one premises.
- 4) Type 1C—Cultivation; Specialty cottage; Small.** for cultivation using a combination of natural and supplemental artificial lighting at a maximum threshold to be determined by the licensing authority, of 2,500 square feet or less of total canopy size for mixed-light cultivation, up to 25 mature plants for outdoor cultivation, or 500 square feet or less of total canopy size for indoor cultivation, on one premises.
- 5) Type 2—Cultivation; Outdoor; Small.** For outdoor cultivation using no artificial lighting between 5,001 and 10,000 square feet, inclusive, of total canopy size on one premises.
- 6) Type 2A—Cultivation; Indoor; Small.** For indoor cultivation using exclusively artificial lighting between 5,001 and 10,000 square feet, inclusive, of total canopy size on one premises.
- 7) Type 2B—Cultivation; Mixed-light; Small.** For cultivation using a combination of natural and supplemental artificial lighting at a maximum threshold to be determined by the licensing authority, between 5,001 and 10,000 square feet, inclusive, of total canopy size on one premises.
- 8) Type 3—Cultivation; Outdoor; Medium.** For outdoor cultivation using no artificial lighting from 10,001 square feet to one acre, inclusive, of total canopy size on one premises. The Department of Food and Agriculture shall limit the number of licenses allowed of this type.
- 9) Type 3A—Cultivation; Indoor; Medium.** For indoor cultivation using exclusively artificial lighting between 10,001 and 22,000 square feet, inclusive, of total canopy size on one premises. The Department of Food and Agriculture shall limit the number of licenses allowed of this type.
- 10) Type 3B—Cultivation; Mixed-light; Medium.** For cultivation using a combination of natural and supplemental artificial lighting at a maximum threshold to be determined by the licensing authority, between 10,001 and 22,000 square feet, inclusive, of total canopy size on one premises. The Department of Food and Agriculture shall limit the number of licenses allowed of this type.
- 11) Type 4—Cultivation; Nursery.**

12) Type 5—Cultivation; Outdoor; Large. For outdoor cultivation using no artificial lighting greater than one acre, inclusive, of total canopy size on one premises.

13) Type 5A—Cultivation; Indoor; Large. For indoor cultivation using exclusively artificial lighting greater than 22,000 square feet, inclusive, of total canopy size on one premises.

14) Type 5B—Cultivation; Mixed-light; Large. For cultivation using a combination of natural and supplemental artificial lighting at a maximum threshold to be determined by the licensing authority, greater than 22,000 square feet, inclusive, of total canopy size on one premises.

** No Type 5, Type 5A, or Type 5B cultivation licenses may be issued before January 1, 2023.*

- A cultivator shall not use any pesticide that has been banned for use in the state (26060(e))
- An application for a license shall identify the source of water supply (26060.1(a))
- If water is supplied from groundwater extraction, an application shall identify the location of the extraction and the maximum amount to be diverted for cannabis cultivation in any year (2606.1(a)3)

Manufacturing license

“Manufacture” means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.

15) Type 6—Manufacturer 1. For sites that manufacture cannabis products using nonvolatile solvents, or no solvents. A Manufacturing Level 1 M-Type 6 licensee shall only manufacture cannabis products for sale by a retailer with an M-Type 10 license

16) Type 7—Manufacturer 2. For sites that manufacture cannabis products using volatile solvents. A Manufacturing Level 2 M-Type 7 licensee shall only manufacture cannabis products for sale by a retailer with an M-Type 10 license.

- 26105. Manufacturing Level 2 licensees shall enact sufficient methods or procedures to capture or otherwise limit risk of explosion, combustion, or any other unreasonably dangerous risk to public safety created by volatile solvents. The State Department of Public Health shall establish minimum standards concerning such methods and procedures for Level 2 licensees.

Testing facility license

“Testing laboratory” means a laboratory, facility, or entity in the state that offers or performs tests of cannabis or cannabis products and that is both of the following: (1) Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state. (2) Licensed by the bureau.

17) Type 8—Testing laboratory.

- 26053 (b) A person that holds a state testing laboratory license under this division is prohibited from licensure for any other activity, except testing, as authorized under this division. A person that holds a state testing laboratory license shall not employ an individual who is also employed by any other licensee that does not hold a state testing laboratory license.

Retail license

“Retailer” means for the retail sale and delivery of cannabis or cannabis products to customers. A retailer shall have a licensed premises which is a physical location from which commercial cannabis activities are conducted. A retailer’s premises may be closed to the public. A retailer may conduct sales exclusively by delivery.

18) Type 10—Retailer.**Distribution license**

“Distribution” means the procurement, sale, and transport of cannabis and cannabis products between licensees.

19) Type 11—Distributor.

- 26070 (b) The bureau shall establish minimum security and transportation safety requirements for the commercial distribution and delivery of cannabis and cannabis products. The transportation of cannabis and cannabis products shall only be conducted by persons holding a distributor license under this division or employees of those persons. Transportation safety standards established by the bureau shall include, but not be limited to, minimum standards governing the types of vehicles in which cannabis and cannabis products may be distributed and delivered and minimum qualifications for persons eligible to operate such vehicles.

Microbusiness license

“Microbusiness” means for the cultivation of cannabis on an area less than 10,000 square feet and to act as a licensed distributor, level 1 manufacturer, and retailer under this division, provided such licensee can demonstrate compliance with all requirements imposed by this division on licensed cultivators, distributors, Level 1 manufacturers, and retailers to the extent the licensee engages in such activities. Microbusiness licenses that authorize cultivation of cannabis shall include the license conditions described in subdivision (b) of Section 26060.1.

20) Type 12—Microbusiness.**GENERAL APPLICATION REQUIREMENTS**

An applicant for any type of state license issued shall do all of the following:

- (1) Require that each owner of the applicant electronically submit to the Department of Justice fingerprint images and related information required by the Department of Justice for the purpose of obtaining information as to the existence and content of a record of state or federal convictions and arrests, and information as to the existence and content of a record of state or federal convictions and arrests for which the Department of Justice establishes that the person is free on bail or on his or her own recognizance, pending trial or appeal.
- (2) Provide evidence of the legal right to occupy and use the proposed location and provide a statement from the landowner of real property or that landowner’s agent where the commercial cannabis activity will occur, as proof to

demonstrate the landowner has acknowledged and consented to permit commercial cannabis activities to be conducted on the property by the tenant applicant.

- (3) Provide evidence that the proposed location is in compliance with subdivision (b) of Section 26054.
- (4) Provide a statement, signed by the applicant under penalty of perjury, that the information provided is complete, true, and accurate.
- (5) (A) For an applicant with 20 or more employees, provide a statement that the applicant will enter into, or demonstrate that it has already entered into, and abide by the terms of a labor peace agreement.
(B) For the purposes of this paragraph, “employee” does not include a supervisor.
(C) For the purposes of this paragraph, “supervisor” means an individual having authority, in the interest of the applicant, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them or to adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
- (6) Provide the applicant’s valid seller’s permit number issued pursuant to Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code or indicate that the applicant is currently applying for a seller’s permit.
- (7) Provide any other information required by the licensing authority.
- (8) For an applicant seeking a cultivation license, provide a statement declaring the applicant is an “agricultural employer,” as defined in the Alatorre-Zenovich-Dunlap-Berman Agricultural Labor Relations Act of 1975 (Part 3.5 (commencing with Section 1140) of Division 2 of the Labor Code), to the extent not prohibited by law.
- (9) Pay all applicable fees required for licensure by the licensing authority.
- (10) Provide proof of a bond to cover the costs of destruction of cannabis or cannabis products if necessitated by a violation of licensing requirements.
 - (b) An applicant shall also include in the application a detailed description of the applicant’s operating procedures for all of the following, as required by the licensing authority:
 - (1) Cultivation.
 - (2) Extraction and infusion methods.
 - (3) The transportation process.
 - (4) Inventory procedures.
 - (5) Quality control procedures.
 - (6) Security protocols.
 - (7) For applicants seeking licensure to cultivate, the source or sources of water the applicant will use for cultivation, as provided in subdivisions (a) to (c), inclusive, of Section 26060.1. For purposes of this paragraph, “cultivation” as used in Section 26060.1 shall have the same meaning as defined in Section 26001. The Department of Food and Agriculture shall consult with the State Water Resources Control Board and the Department of Fish and Wildlife in the implementation of this paragraph.
 - (c) The applicant shall also provide a complete detailed diagram of the proposed premises wherein the license privileges will be exercised, with sufficient particularity to enable ready determination of the bounds of the premises,

showing all boundaries, dimensions, entrances and exits, interior partitions, walls, rooms, and common or shared entryways, and include a brief statement or description of the principal activity to be conducted therein, and, for licenses permitting cultivation, measurements of the planned canopy, including aggregate square footage and individual square footage of separate cultivation areas, if any, roads, water crossings, points of diversion, water storage, and all other facilities and infrastructure related to the cultivation.

(d) Provide a complete list of every person with a financial interest in the person applying for the license as required by the licensing authority. For purposes of this subdivision, "persons with a financial interest" does not include persons whose only interest in a licensee is an interest in a diversified mutual fund, blind trust, or similar instrument.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 3, 2017

Departments: Code Enforcement

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Anne Larsen

SUBJECT Compliance Agreement re Short-Term Rentals -Connie Lear Rainbow Ridge Realty & Reservations

AGENDA DESCRIPTION:

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

Compliance agreement with business licensee Connie Lear/Rainbow Ridge Realty & Reservations (Ms. Lear) pursuant to which Ms. Lear agrees to comply with all County requirements re short-term rentals and to pay a fine in the amount of \$10,000.00.

RECOMMENDED ACTION:

Consider and potentially approve proposed compliance agreement or, if agreement not approved, set the matter for hearing regarding revocation of Ms. Lear's business license. Provide any desired direction to staff.

FISCAL IMPACT:

If the proposed Compliance Agreement is approved, Ms. Lear would pay the County a fine of \$10,000.

CONTACT NAME: Anne Larsen

PHONE/EMAIL: 760 924-1707 / alarsen@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Proposed Settlement Agreement
Correspondence 1
Correspondence 2
Correspondence 3

History

Time	Who	Approval
9/28/2017 1:07 PM	County Administrative Office	Yes
9/28/2017 12:58 PM	County Counsel	Yes
9/27/2017 6:21 PM	Finance	Yes

Mono County Community Development Department

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

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

October 3, 2017

To: Mono County Board of Supervisors

From: Nick Criss, Code Compliance Officer

Subject: Proposed settlement and compliance agreement for revocation of Business License 0930 Rainbow Ridge Realty and Reservations.

RECOMMENDED ACTION

Consider and potentially approve proposed compliance agreement or, if agreement not approved, set the matter for hearing regarding revocation of Ms. Lear's business license. Provide any desired direction to staff.

FISCAL IMPACT

Unknown, some loss of TOT revenue from illegal rentals collected and remitted by Rainbow Ridge Realty. Mono County will receive a one-time settlement payment of \$10,000 from the owner and operator of Rainbow Ridge.

BACKGROUND

On February 23, 2016, the Mono County Compliance Division issued a Notice of Violation ordering the owner of Rainbow Ridge, Connie Lear, to cease short-term or nightly rentals of all houses and cabins on properties that are designated SFR lacking applicable County land use permits. After the notice was sent out, the Compliance Division and the Community Development Director had several conversations with Ms. Lear, and explained County regulations concerning short-term rentals. Subsequently, the Compliance Division continued to receive complaints that the houses on Leonard Avenue were constantly occupied with renters.

Mono County set the matter for a Board of Supervisors hearing on August, 8, 2017, to consider revoking Connie Lear's Rainbow Ridge Realty and Reservations business license 0930. At that hearing, Ms. Lear requested a continuance so she would have time to prepare her defense. The matter was continued to a public hearing for September 19, 2017. In the meantime, Ms. Lear offered to resolve the matter through a compliance agreement pursuant to which she pays a \$10,000 fine and agrees to not facilitate short-term rentals in violation of County rules. At the September 19, 2017, hearing, the settlement and compliance agreement were presented to the Board of Supervisors, where it was decided that consideration of the proposed settlement should be agenzized and discussed as its own matter and not part of the business license revocation hearing.

ATTACHMENTS

- Compliance Agreement proposal

COMPLIANCE AGREEMENT AND RELEASE OF CLAIMS

This Agreement and Release of Claims ("Agreement") is made and entered into this ___ day of September 2017, between Connie Lear ("Licensee") and the County of Mono, California ("County"). Licensee and County may be referred to collectively herein as "the Parties."

A. On or about July 19, 2017, Licensee was served with a Notice of Public Hearing by the Compliance Division of the Mono County Community Development Department ("Notice of Public Hearing") concerning revocation of Licensee's Mono County business license 0930 (Rainbow Ridge Realty & Reservations) pursuant to Chapter 5.24.020 of the Mono County Code based on Licensee's violations of state or county law or regulation pertinent to the business for which the license was issued, including the following violations:

Advertising and renting properties on a short-term (i.e., less than 30 days) basis in an area of the County where short-term rentals are prohibited, in violation of Mono County General Plan Section 04.020 and Mono County Code Section 3.20.020 (Nuisance prohibition).

B. County and the Licensee wish to finally resolve and settle all matters related to the Notice of Public Hearing/business license revocation and any other potential claims either Party may have related thereto in return for and based upon the consideration provided by this Agreement.

In light thereof, the Parties now enter into the following Agreement:

1. By signing this Agreement, Licensee declares under penalty of perjury pursuant to the laws of the State of California that neither she, nor any business entity of which she is the owner or an employee, is currently advertising or renting (nor at any time in the future will advertise or rent) properties on a short-term basis in any area of the County where short-term rentals are prohibited.

2. Within seven (7) working days of the execution of this Agreement by both Parties, Licensee will pay the County a lump sum equal to ten thousand dollars (\$10,000). The amount paid by Licensee to County will not be subject to any deductions or offsets. Payment by Licensee shall be made to the Mono County Treasurer/Tax Collector (but may be delivered to the Mono County Community Development Department in Mammoth Lakes, attn.: Nick Criss).

3. Upon receipt of payment as described above, County will take no further action to prosecute the Notice of Public Hearing and/or the business license revocation

to which the Notice relates.

4. This Agreement pertains only to the matters identified in the Notice of Public Hearing, and shall not be applied to or construed to pertain to other violations of Mono County General Plan Chapter 26 "Transient Rental Standards and Enforcement Regulations" and/or the Mono County Code by the Licensee or any other persons or entities.

5. Licensee hereby agrees to abide by the Mono County General Plan and the Mono County Code, including, but not limited to complying with Mono County General Plan section 04.020, Mono County General Plan Chapters 25 and 26 and Mono County Code Chapters 5.16, 3.28, and 7.20, including ceasing and desisting from advertising and/or renting property located in an area where short-term rentals are prohibited under the Mono County Code and/or Mono County General Plan, or without proper land use approvals, in violation of Mono County General Plan Section 04.020.

6. In consideration of the actions of County agreed upon above, the sufficiency of which is hereby acknowledged, Licensee hereby releases, acquits and forever discharges County and any and all officials, officers, employees and agents of County, from any and all damages, losses, causes of action, expenses (including attorneys' fees), claims, demands and liability of whatever kind or character, which she ever had, now has, or may have which pertain to and/or arise from the matters set forth in the Notice of Public Hearing, regardless of by whom same may be asserted.

7. The releases set forth herein also include, but are not limited to: 1) Claims arising under any local ordinance, resolution, rules or memorandum of understanding; and, 2) Claims in contract, tort, personal injury or any other state or federal statutory or common law.

8. This Agreement shall not be effective or enforceable until it is executed by the Parties. Licensee acknowledges that if her obligations under this Agreement are not fulfilled, County likewise shall have no obligation to honor any term or promise stated herein.

9. By accepting the consideration described herein, Licensee agrees not to sue County or the related persons and entities described above with respect to any claims released pursuant to this Agreement.

10. Licensee acknowledges that she has had the opportunity to consult with an attorney prior to signing this Agreement and that she has read this Agreement. Licensee's waiver of all claims arising prior to the date of this Agreement includes all claims, both known and unknown, and waives the protections provided by Civil Code

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§ 1542, which states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

11. This Agreement is the product of negotiation and preparation by and among the Parties. Therefore, the Parties acknowledge and agree that the Agreement shall not be deemed prepared or drafted by one party or another and shall be construed accordingly.

IN WITNESS WHEREOF, Licensee and County have executed and delivered this Agreement as of the date last written below. This Agreement may be executed in counterparts which, when signed by the Parties, shall constitute one original. This Agreement shall be considered executed by the County when approved by the Board of Supervisors.

LICENSEE:

COUNTY OF MONO

✓ Connie Lear
By: Connie Lear

Nick Criss,
Mono County Code Compliance Officer

Dated: ✓ 9/11/2017

Dated: _____

APPROVED AS TO FORM

APPROVED AS TO FORM:

Richard W. Liebersbach
Richard Liebersbach,
Counsel for Licensee

Stacey Simon,
Mono County Counsel

Board Approval:

Stacy Corless,
Chair

Rainbow Ridge

Realty • Reservations

2603 State Highway 158 • Post Office Box 801 • June Lake, California 93529

September 27, 2017

To the Board of Supervisors:

This letter is in direct response to the email that was sent to the board with erroneous rental incomes, the knowledge of the status of my settlement, and out and out lies regarding the amount these owners make, and his interaction with the Leonard Ave homeowners.

I have worked hard over the past 20 years to build a successful business and contribute to the June Lake community and Mono County. The fact that someone can question my integrity, and is lying to the board of supervisors is unacceptable. I work 60 to 70 hours a week to keep my business going. When the real estate market crashed in 2008, I took a part time job waitressing, so we could survive, and pay my bills, and put food on the table. My competitor lost his house and other properties that he had at the time.

The facts are, that most transient rentals do not make any money. The bottom line is that they run in the red. The current average "gross" rental in June Lake is about 15,000, subtract the mortgage, utilities, maintenance costs, HOA fees and they run in the negative. Buyers do not buy a transient rental to make money, they buy a second home for their vacation.(A piece of paradise that they can call their own). Transient rental income just helps with the burden of the expenses. The transient rental market in June Lake, has been hit pretty hard for the past 7 years. The real estate market crashed, June Mountain did not open, and then there was no snow for the last 5 years preceding 2016. If my competitor wants to give you the facts then "tell the truth".

Property management is a lot of hard work. Each property will net you around a \$1000 to \$2000 per year. I was told by the previous owner, who is an accountant, in order for you to keep the doors open, Rainbow Ridge needs to have 25 to 30 rentals to sustain a rental office. Running a business is not cheap; Liability insurance, workman's comp., employee wages, mortgages, supplies, utilities, linens, taxes etc... There is not much left to live on. If you use my accountants analogy, my competitor will not survive unless he gets rid of the competition, me.

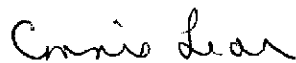
In addition to the fact that this person lied about rental income, and the amount that homeowners make, add to that this person had full knowledge regarding my pending settlement makes me wonder where this information is coming from.

This person has never talked to the homeowners on Leonard, except one. He told that homeowner they should use him as a property manager. The homeowner kindly declined. None of the other homeowners have ever talked to this person.

As I have said in previous correspondence, I would never have rented any of these properties if I had not had the assurance of our former Board of Supervisor, Vicki Bauer that the county would not be enforcing Leonard Ave. These homes were rentals long before I was managing them. The county was and is still currently working on a transient rental overlay for this area and there was no opposition for this to happen. Vicki Bauer just lives 3 houses down and around the corner from Leonard Ave. I have never tried to hide the fact that these houses were rentals. Rainbow Ridge has always paid the TOT tax on each one of these properties. The finance office had full access to the records regarding where the transient rentals monies were coming from during any of their audits.

Again, I would like to point out to you that recently my personal finances have been stretched thin because of medical costs, with my husband's illness. He is still recovering. It has not even been a year from his cancer surgery, chemo, radiation and the time that my husband was out of work.

Respectively,

A handwritten signature in cursive script that reads "Connie Lear".

Connie Lear

Begin forwarded message:

From:

Date: September 20, 2017 at 4:52:58 PM PDT

To: <fstump@mono.ca.gov>, <jpeters@mono.ca.gov>, <bgardner@mono.ca.gov>, <scorless@mono.ca.gov>

Subject: Illegal rental agency

I did a little cost benefit breakdown to look at what the agency and property owners benefited from doing illegal property rentals for the last four years. The premise is based upon our "average" rental income generated to each of our property owners during 2016.

From our perspective, the decision to handle only legal rentals cost us approximately \$297, 146 over just the past four years. I have to say, I will feel very STUPID for not handling illegal rentals if the "Cost" of doing so is only \$10,000.

If the fine is only \$10,000, I believe you should consider the Board of Supervisors is establishing a precedent and in no way a detriment!

Please note the estimated income the owners of the properties received when considering lowering their fines. Each of those properties have spoken with me multiple times over the last 5 years. All know they were illegal to rent, as I personally told them so myself, more than once.

Another thing to consider: It seems to me the agencies TOT tax certificate should be in play as well.

Please feel free to call me if you wish to discuss in more detail. My cell #

Illegal Rental Cost Benefit

Description		Details
\$ 36,565.00	Average revenue generated by each of our properties in 2016	
	30%	Commission to agency
\$ 10,969.50	Agency income earned per rental	
	70%	Income to property owner
\$ 25,595.50	Average income to property owner	
	Average number of illegal properties on web page	7
\$ 76,786.50	Average income to agency generated by illegal properties per year	
\$ 307,146.00	Consider only 4 years of illegal activity income generated to agency	4
\$ 102,382.00	Consider only 4 years of illegally generated income to property owner	
\$ 10,000.00	Cost of doing just 4 years of illegal rentals???	
\$ 297,146.00	Profit to Agency	

From:
Sent: Saturday, September 23, 2017 1:55 PM
To: Bob Gardner <bgardner@mono.ca.gov>
Subject: Rainbow Ridge Business License Revocation

Bob,

I've played the videos of the last two BOS meetings regarding this issue and have read the (yet to be approved) minutes to those meetings.

Although I have many questions regarding this case, I'll try to limit my comments to just the "enforcement" issue.

1. I'd like to see the Community Development Department's Code Compliance Goals be followed. As listed on their website page, Goal #5 of Code Compliance reads: "Utilize enforcement procedures when voluntary compliance fails".

2. I'd like to see the BOS follow our General Plan 26.070 Enforcement code:

"... Notwithstanding Section 1.12.030, the administrative fine for the operation of any transient rental facility within a transient overlay district without a valid vacation home rental permit, or the operation of any transient rental facility in violation of applicable land use requirements in any other land use designation of the county shall be \$1,000 for the first violation and \$2,000 for a second or subsequent violation within three years. In addition to these penalty provisions, the failure to comply with any provision of this chapter may result in the suspension or revocation of the vacation home rental permit in accordance with subsection D below, or the suspension or revocation of the business license and/or transient occupancy registration certificate. The failure of a management company or property manager to comply with the provisions of this chapter may additionally result in a finding that such management or company or property manager is not in good standing."

In other words, why have a General Plan if we cannot follow it. Why have a departments goals become second to a "deal". Why set a weak and ineffective precedent in a town with such strong opinions? To me this is not about money or justice - it's about following our own rules.

Bob - I wanted to send this email to Nick Criss - but I can't find any contact information on the Mono County website. Can you please forward this to him for me? Thank you.