



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 December 5, 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. Recognition of Jessica and Larry Anderson, Mono County Resource Family

Departments: Social Services

10 minutes

(Kathy Peterson, Michelle Raust) - Recognition and honoring of Jessica and Larry Anderson, the first certified resource family in Mono County.

Recommended Action: Recognize and thank Jessica and Larry Anderson in their new role as a Mono County Resource Family

Fiscal Impact: None.

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

4. DEPARTMENT/COMMISSION REPORTS

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

Approve minutes of Board of Supervisors meeting on November 7, 2017.

Recommended Action: Approve minutes of Board of Supervisors meeting on November 7, 2017.

Fiscal Impact: None.

B. Amendment #1 to Contract with Inyo County for Senior Services Funds

Departments: Social Services

Amendment #1 to Contract with Inyo County for a decrease of funds for FY 2017-18 pertaining to the Senior Services Program.

Recommended Action: Approve the proposed contract Amendment #1 to the contract with Inyo County for senior services for the period July 1, 2016 through June 30, 2020, and authorize the Board Chair to execute such Amendment on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: The proposed contract amendment will decrease Mono County Senior Services revenue overall by \$8,777 in FY 2017-18. In anticipation of this decrease in funding, and the addition of an unknown amount of one-time-only funds, the Mono County Senior Services budget already reflects this proposed change.

C. Ormat/USGS Hydrologic Monitoring Funding

Departments: Community Development

Proposed Ormat and USGS contracts pertaining to funding ongoing hydrologic monitoring in the Long Valley Caldera.

Recommended Action: Approve County entry into proposed contracts and authorize Director of Community Development to execute said contracts on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: No fiscal impact. Ormat will fund all monitoring activities in the 2018 USGS Joint Funding Agreement.

D. Out-of-State Travel Authorization for NACo Legislative Conference

Departments: Board of Supervisors

Out of State travel request for Supervisor Corless and Supervisor Gardner to attend NACo conference in Washington D.C.

Recommended Action: Approve out of state travel for Mono County Supervisor Stacy Corless (the county's NACo representative) and Supervisor Gardner (alternate) to attend the NACo Legislative Conference in Washington, D.C. March 2 - 8, 2018.

Fiscal Impact: Up to \$2600 per person for conference registration, hotel stay, air travel.

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. Letter to BLM Re: Rifle / Pistol Range Hours

Departments: Clerk of the Board

10 Minutes

Letter to the Bureau of Land Management supporting a change in the hours of operation of the Bridgeport Gun Club public rifle / pistol shooting range during migratory periods (April 1 through May 31 and October 14 through December 20) from 9:00 a.m. to 2:00 p.m. on weekends only (current hours) to 8:00 a.m. to 3:00 p.m. daily (proposed hours).

Recommended Action: Approve and authorize the Chair to sign letter of support.

Fiscal Impact: None.

B. Resolution Superseding and Replacing Resolution R15-81, Creating a Revolving Loan Fund for the Purchase of Deed-Restricted Housing, to Remove Subordination to the Town of Mammoth Lake's Revolving Loan Fund

Departments: CAO, Finance

10 minutes (5 minute presentation; 5 minute discussion)

(Leslie Chapman, Janet Dutcher) - Resolution R15-81 authorized the creation of Mono County's revolving loan fund (RLF) to facilitate the purchase of deed-restricted properties by Mammoth Lakes Housing (MLH). The original resolution restricted the timing of these loans to disburse only after the Town of Mammoth Lakes (TOML) RLF had been exhausted. The proposed Resolution removes this restriction, allowing the disbursement of loans without regard to the funding status of the TOML's RLF.

Recommended Action: Adopt proposed Resolution R17-___, Superseding and replacing Resolution 15-81 to remove subordination to the Town of Mammoth Lakes Revolving Loan Fund.

Fiscal Impact: Removing this restriction will allow Mammoth Lakes Housing to exercise an option on December 7 to purchase a deed-restricted home valued at approximately \$190,000.

C. Housing and Disability Income Advocacy Program (HDAP)

Departments: Social Services

10 minutes (5 minute presentation, 5 minute discussion)

(Kathy Peterson; Francie Avitia) - The Housing and Disability Advocacy Program is a county administered program that assists disabled individuals (including those in families) who are experiencing homelessness to apply for disability benefit programs while also providing housing assistance. Authorization is sought for the Department of Social Services to receive the California Department of Social Services HDAP grant in the amount of \$75,000 for Fiscal Years 2017-20.

Recommended Action: Authorize the Department of Social Services to receive from the California Department of Social Services a Housing and Disability Advocacy Program grant in the amount of \$75,000 for Fiscal Years 2017-20.

Fiscal Impact: The grant will provide up to \$75,000 for fiscal years 2017-20, and requires a 100% match which has been identified through Mental Health Service Act funds and county general funds allocated to Social Services. No new county general funds will be required.

D. 2018 HAVA Contract Agreement #17G26125

Departments: Elections

5 minutes

(Helen Nunn) - The U.S. Elections Administration Commission, through the State of California, is offering HAVA (Help America Vote Act) federal reimbursement funding for travel and training expenses and to improve the administration of elections. This funding will cover costs for one Elections staff member to attend HAVA training in January, the purchase of elections supplies and equipment needed to maintain polling place compliance with accessibility requirements, and accessibility training and education of poll workers.

Recommended Action: Authorize Shannon Kendall, Mono County Clerk-Recorder-Registrar of Voters, to enter into a contract with the State of California for the program known as "HAVA Polling Place Accessibility Training Program".

Fiscal Impact: Up to \$10,000 in grant funded reimbursement.

E. Implementation of Building Homes and Jobs Act Fee (SB 2)

Departments: Clerk-Recorder

30 minutes (10 minute presentation, 20 minute discussion)

(Shannon Kendall, Clerk-Recorder; Jason Canger, Deputy County Counsel) - Beginning January 1, 2018, a fee of seventy-five dollars (\$75) must be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The total fee may not exceed two hundred twenty-five dollars (\$225).

Recommended Action: None. Informational only.

Fiscal Impact: None. Any administrative costs associated with implementation of SB 2 will be deducted from fees collected and remitted to the state quarterly.

F. Solid Waste Task Force Recommendations for Future Regional Solid Waste Services and Member Appointment

Departments: Public Works - Solid Waste

15 minutes (5 minute presentation; 10 minute discussion)

(Justin Nalder) - Recommendations for future regional solid waste services as provided by the Solid Waste Task Force. Appointment of Sandra DiDomizio to the Public at Large seat of the Solid Waste Task Force.

Recommended Action: Receive recommendations and approve appointment of Sandra DiDomizio to fill the Public at Large seat on the Solid Waste Task Force for a two-year term commencing on September 28, 2017 and ending on September 19, 2019.

Fiscal Impact: None.

G. Temporary Road Closure of Upper Summers Meadow Road for Emergency Bridge Construction

Departments: Public Works - Roads

10 minutes (5 minute presentation; 5 minute discussion)

(Garrett Higerd) - Qualcon Contractors Inc. has provided a preliminary construction schedule for the bridge abutments for the Upper Summers Meadow Road bridge. The contractor intends to start construction on December 4, 2017 and continue until approximately mid-January. Unfortunately, the abutment excavations need to be wider and deeper than originally expected and there is not enough room to keep the road open during construction of the abutments without significant cost and further delays.

Recommended Action: Consider and potentially adopt Resolution #R17-____, A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of Upper Summers Meadow Road at Green Creek Road for Emergency Bridge Construction.

Fiscal Impact: 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.

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 - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case:

Michael Hallum v. County of Mono, et al. (CV170086).

C. Closed Session - Public Employment: Public Works Director

Departments: County Administrative Office

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Public Works Director.

D. Closed Session - Public Employment: Community Development Department Director

Departments: County Administrative Office

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Community Development Department Director.

E. 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: 1.

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. Public Hearing - General Plan Amendment 17-03 / Cannabis Policies - 1:00 PM

Departments: Community Development

PUBLIC HEARING - 1:00 p.m. - 1 hour (20 minute presentation, 40 minute discussion)

(Wendy Sugimura, Michael Draper) - Public hearing regarding new General Plan policy language in the Land Use and Conservation/Open Space Elements related to the legalization of commercial cannabis activities.

Recommended Action: Conduct public hearing. Consider and potentially adopt Resolution 17-___, with any desired changes, approving General Plan Amendment (GPA) 17-03 adding provisions to the Land Use Element and Conservation/Open Space Element for commercial cannabis activities, find that the proposed amendment is consistent with the County General Plan and applicable area plans, and find that the project is exempt from the California Environmental Quality Act

pursuant to Business & Professions Code §26055(h)). Provide any desired direction to staff.

Fiscal Impact: None.

B. Cannabis Regulatory Program - Next Steps

Departments: CAO

20 minutes

(Tony Dublino) - Discussion of the County's Cannabis Regulatory Program, including next steps and timing of implementation.

Recommended Action: Consider different options for implementation and provide direction to staff.

Fiscal Impact: None.

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 December 5, 2017

Departments: Social Services

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Kathy Peterson, Michelle Raust

SUBJECT Recognition of Jessica and Larry
Anderson, Mono County Resource
Family

AGENDA DESCRIPTION:

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

Recognition and honoring of Jessica and Larry Anderson, the first certified resource family in Mono County.

RECOMMENDED ACTION:

Recognize and thank Jessica and Larry Anderson in their new role as a Mono County Resource Family

FISCAL IMPACT:

None.

CONTACT NAME: Kathy Peterson

PHONE/EMAIL: 760-924-1763 / kpeterson@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report
RF Brochure

History

Time	Who	Approval
11/30/2017 6:05 AM	County Administrative Office	Yes
11/29/2017 2:21 PM	County Counsel	Yes
11/15/2017 1:31 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
FAX (760) 932-5287

MAMMOTH LAKES OFFICE
(760) 924-1770
FAX (760) 924-5431



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director *kp*

Date: December 5, 2017

Re: Recognition of Jessica and Larry Anderson, Mono County Resource Family

Recommended Action:

Recognize and thank Jessica and Larry Anderson in their new role as a Mono County Resource Family

Fiscal Impact:

None

Discussion:

Jessica and Larry Anderson are Mono County's first certified Resource Family. This means they have gone through the approval process to foster children who need temporary or long-term care and/or adoption. All children deserve a safe, loving, nurturing, accepting and consistent place to live where they can thrive and mature. A Resource Family provides a home for a child to do just that. We recognize and honor their commitment to serve the most vulnerable of our young residents.

What Is a Resource Family?

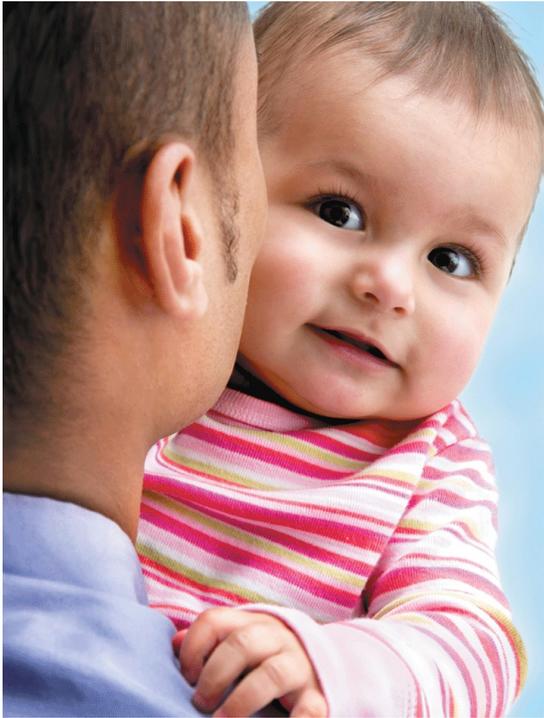
Resource Family is the new term California applies to caregivers who provide out-of-home care for children in foster care. Resource families include individuals, couples and families. They may be related to the child, have a familiar or mentoring relationship with the child, or no previous relationship with the child. The term Resource Family is now used to describe all types of caregivers, rather than the various terms; Foster Parent, Adoptive Parent, Relative, or Non-Related Extended Family Member.

Resource Families play a critical role in the life of children in out of home care. When out-of-home placement is needed to keep the child safe, Child Welfare Services (CWS) makes diligent efforts to identify, evaluate and consider relatives, family friends and those closely tied to the family as the primary placement option. When relatives cannot be a placement option for the child, CWS makes efforts to actively recruit and support Resource Families that are able to keep them connected with their community and culture.

Resource Families are a critically important part of the Child Welfare Services team in meeting the needs of youth in out-of-home care. They work together with CWS staff and the child's family to successfully return the child to their parents. The purpose of a Resource Family is to provide a child with a feeling of safety, permanence, and well-being.

There is an on-going need for finding and maintaining resource families who can support children and their families in their own communities. It is the goal of Child Welfare Services (CWS) to place a child within the community. The greatest challenge is to find local Resource Families who will share their home with children and youth. Becoming a Resource Family does not commit a family to a particular length of service; families may choose to provide emergency, short-term, or long-term care, through to adoption.

For those wishing additional information or to request assistance with an application, our CWS staff are eager to help. Contact the Mono County Department of Social Services at 760-924-1770.



**Mono County
Resource Family
Approval (RFA)
Program**

**YOU can make a difference
in the life of a child in your
community...**

There's a critical need for Resource Families throughout Mono County. Currently, there are only three Resource Family Homes in the county. We are in need of more homes to help children remain in their communities and not be placed in out of County homes, far from all they know and love.





What is a Resource Family?

- All children need and deserve a safe, loving, nurturing, accepting and consistent place to live where they can thrive and mature. Becoming a Resource Family caregiver provides a home for a child to do just that.
- A Resource Family is an individual, couple or family who wants to provide care to a related or unrelated child who is under the care of a county child welfare or probation agency.
- A Resource Family has successfully met approval standards which include building and ground inspection, risk assessment, background clearances, training and a permanency assessment as established in the Resource Family Written Directives.
- Resource Families support connecting children to safe caring relationships that can last a lifetime by focusing on families. Supportive and loving long-term relationships lead to stable permanent placements and improved permanency outcome for children, youth and young adults.

How Do I Become a Resource Family?

Mono County Social Services staff will work with you to become a Resource Family. This new process is unified, family friendly, child centered streamlined application process. It will eliminate duplication and increase approval standards of all families that want to foster, adopt or provide legal guardianship to a child. The following is a partial list of requirements:

- Criminal record check/Live Scan
- Informational Meeting, Orientation and Pre-Approval Training
- Home environment assessment
- Permanency Assessment
- CPR/First Aid Certification
- Health and TB Screening
- In-home visits with all adults and children, youth and young adults
- Reference checks
- Verification and completed application forms

Upon approval, a Resource Family is considered to be approved for providing foster care, becoming a guardian or adopting a child without going through additional processes. Approval does not guarantee the placement of a child.



Who Can Be A Resource Family?

Resource Families are individuals, married couples or a families. You may or may not have children of your own. You don't have to own your own home and you may live in an apartment/condo. Resource Families come from all ethnic, racial and religious backgrounds.

To be a Resource Family, you will need to:

- Live in Mono County
- Be at least 18 years old
- Have an income that covers the needs of your own family
- Have adequate bedroom space to accommodate all family members, including foster children
- Your home, inside and out must be safe and in good condition.

Please give us a call or email:

Mono County Social Services

760-924-1770 cyoung@mono.ca.gov

Mono County Probation Department

760-932-1730 jsosa@mono.ca.gov

Visit us on the web:

<http://monocounty.ca.gov/>



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve minutes of Board of Supervisors meeting on November 7, 2017.

RECOMMENDED ACTION:

Approve minutes of Board of Supervisors meeting on November 7, 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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11-7-17 Draft Minutes

History

Time	Who	Approval
11/17/2017 3:01 PM	County Administrative Office	Yes
11/29/2017 2:45 PM	County Counsel	Yes
11/27/2017 9:16 AM	Finance	Yes



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

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

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

**Regular Meeting
November 7, 2017**

Flash Drive	Board Room Recorder
Minute Orders	M17-211 - M17-222
Resolutions	R17-80
Ordinance	ORD17-14 Not Used

9:05 AM Meeting called to order by Chair Corless.
Supervisors Present: Corless, Gardner, Peters, and Stump.
Supervisors Absent: Johnston.

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

Pledge of Allegiance led by Supervisor Peters.

Moment of silence requested by Supervisor Stump for the victims of the mass shooting at the First Baptist Church in Sutherland Springs, Texas.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Mark Westerlund, Bridgeport Gun Club:

- Asked for a letter of support from the Board for proposed changes to the rifle / pistol shooting range.
- Handed out a letter and referenced a packet (available in additional documents).
- Board consensus to add to a future agenda.

Eric Edgerton, Till Farms:

- Mono County Cannabis regulations FAQs released on November 2. In regards to the timeline for applying to the County.

2. RECOGNITIONS

Note:

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

A. 2017 CSAC Challenge Merit Award for Biomass Boiler Project

Departments: CAO

(Leslie Chapman) - Presentation of the 2017 CSAC Challenge Merit Award.

Action: The Board will be presented with the award, followed by an opportunity to comment.

Leslie Chapman, CAO:

- Presented award.
- Read from the staff report.

Supervisor Corless:

- Heard from Supervisor Johnston, he is sorry he couldn't be here today.

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Leslie Chapman, CAO:

- 10/17 - Met with Cannabis group to discuss responses to citizen questions and making sure the County's message is consistent. Also discussed how to move forward in bringing back the interim policy request to the Board.
- 10/18 - Met with Chief Mokracek and Bob Rooks to discuss EMS priorities.
- Met with Dave Butters for a salary survey update and to discuss benchmark positions.
- 10/19 - Attended a meeting regarding County emergency communications policy including current issues and how to move forward in developing a policy to bring forward to the Board.
- Met with Superintendent Stacey Adler to discuss County issues including the proposed new child care center and whether that project would be a good candidate for CDBG funding, and decided that there are other projects that better fit the CDBG criteria.
- Continued labor negotiations with the Public Safety Officers Association.
- 10/20 - Attended the ESCOG meeting and enjoyed the Broadband Consortium update.
- Met with Kathleen Taylor and Mickey Brown regarding the Local Civic Engagement Series presentation.
- Attended a meeting with the Town and Forest Service regarding the Recreation Coordinator position.
- Week of 10/23 – California Association of County Executives Conference.
- **Supervisor Corless:** Cannabis Working Group: When will the Board hear the request for the pilot program? First week in December.

4. DEPARTMENT/COMMISSION REPORTS

Stacey Simon, County Counsel:

- Recovery efforts by counties hit by the fires. Some of our materials have been provided to these counties through the County Counsels Association, so that they can use them as they move forward in their recovery efforts. Example of collaboration counties.

Tony Dublino, Assistant CAO / Interim Director of Public Works:

- Training held on 18th of last month, coordinated with Risk Management and Human Resources, just for Public Works supervisors; talked about how to best utilize the evaluation process, turning good employees into great employees, and how to deal with disciplinary issues. Funded by Trindel.

Note:

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

Sherriff Ingrid Braun:

- Last week on the 24th and 25th two days of training on drug-endangered children, collaborative training with lots of people, facilitated through Social Services. Full classroom each day. The training was for when law enforcement, probation, or anyone comes into contact with children at risk because of the drug use of their parents. Working on revamping the MOU in place for this. Want to applaud Kathy Peterson for putting that all together. Brought in Inyo County as well.
- Pigs and Pistols contest at the Bishop range. Good competition, kudos to California Highway Patrol who took the team competition and Inyo Sheriff who took the individual competition.

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.

Action: Approve the minutes from the Regular Board meeting of October 10, 2017

Peters moved; Gardner seconded

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

M17-211

B. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes.

Action: Approve the minutes from the regular Board meeting on October 17, 2017, as corrected.

Stump moved; Peters seconded

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

M17-212

Supervisor Stump:

- Page 4, changed to: If people in the Antelope Valley wish more local control around Cannabis regulations, then they can pursue incorporation as a town.

Supervisor Gardner:

- Page 4, changed to: Doesn't think entire cost should be paid by the general taxpayer.

C. Maternal, Child, and Adolescent Health (MCAH) FY 17/18 Agreement Funding Application

Departments: Health Department

Approval of the Maternal, Child, and Adolescent Health (MCAH) Agreement Funding Application (AFA) for fiscal year 2017-18. The AFA operates as a contract between the County and the California Department of Public Health

Note:

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

(CDPH) defining the scope of work to be provided during the fiscal year.

Action: Approve County entry into proposed contract and authorize the Chairperson to sign the Maternal, Child, and Adolescent Health (MCAH) Agreement Funding Application (AFA) Agency Information Form for fiscal year 2017-18 to execute the contract on behalf of the County. Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided they are approved by County Counsel and do not materially affect the County's rights. Provide any desired direction to staff.

Peters moved; Gardner seconded

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

M17-213

Supervisor Gardner:

- Information included on this item is excellent, should add to the agenda in the future. Focus Board on where the County is with this program.

D. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 9/30/2017.

Action: Approve the Treasury Transaction Report for the month ending 9/30/2017.

Peters moved; Gardner seconded

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

M17-214

E. Code Enforcement Compliance Agreement - Connie Lear

Departments: Code Enforcement

Proposed compliance agreement with Connie Lear pertaining to short-term rental vacations by Rainbow Ridge Realty and Reservations.

Action: Approve entry into proposed compliance agreement requiring \$15,000 payment to County and agreement to refrain from short-term rental activities in violation of County prohibitions.

Gardner moved; Corless seconded

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

M17-215

June Lake Resident (no name provided):

- Disappointed this is going to agreement instead of hearing.
- Feels that Ms. Lear hasn't accepted full responsibility.
- Feels like \$15,000 is not sufficient - she is not an ethical business owner.

Anne Larsen, County Counsel:

- There was negotiation, getting to the figure of \$15.
- County Counsel is hopeful that this is sufficient to deter Ms. Lear to do this in the future.
- Ms. Lear's counsel is in trial in Independence, so could not be present today.
- There would be consequences if she were found to be in violation of this agreement, she can be cited again.

Note:

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

F. Appointment to Mono County Child Care Council

Departments: Clerk of the Board

Appointment of Sofia Flores to the Mono County Child Care Council for a term of two years beginning 11/1/2017 and expiring 10/31/2019. This item is sponsored by Supervisor Corless.

Action: Appoint Sofia Flores to the Mono County Child Care Council, with a term expiring 10/31/2019.

Peters moved; Gardner seconded

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

M17-216

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. Dream Mountain Drive Letter

Departments: Clerk of the Board

Letter from Alice Suszynski thanking the Board for their time given to the residents of Dream Mountain Drive in June Lake.

B. Letter from Melissa Poore

Departments: Clerk of the Board

Letter from Melissa Poore, Swauger Creek resident, thanking the Board for CALFIRE presentation on Forest Practices Act at October 10 Board of Supervisors meeting.

C. Wilcox Letter

Letter from James Wilcox regarding the winter-time maintenance of Virginia Lakes road.

Supervisor Peters:

- Other letters were read and distributed to Public Works.
- If anyone wants to see a specific letter on a future agenda as correspondence, will be happy to have it formally added to a future agenda.

Stacey Simon, County Counsel:

- Letters should be addressed to the Board of Supervisors and sent to the County Clerk (if a person wants it on the agenda).

7. REGULAR AGENDA - MORNING

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

(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

Note:

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

Board of Supervisors ratified this declaration on February 7, 2017, and further declared a continuing state of emergency. Government Code section 8630 requires that the Board review the need at least every 30 days until it is terminated. This item is provided for that purpose.

Action: Determine that need for declaration of emergency no longer exists, direct staff to prepare a declaration terminating local emergency.

Sheriff Braun:

- Discussed items A and B together.
- Determined we have reached the end of the emergencies.
- Found all damage, filed all claims, per county code, once the county is out of the woods, the county is to end the emergency.
- Resolution to end the emergency is on agenda next week.

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

(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. Government Code section 8630 requires that the Board review the need at least every 30 days until it is terminated. This item is provided for that purpose.

Action: Determine that need for declaration of emergency no longer exists, direct staff to prepare a declaration terminating local emergency.

C. Emergency Road Repairs – Upper Summers Meadow Road Bridge

(Garrett Higerd) - Update on emergency road repairs.

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 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). 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.

Stump moved; Peters seconded

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

M17-217

Garrett Higerd, Engineer:

- Presented item.
- Bridge will be delivered some time in winter and will be set on the abutments.
- Potential reestablishing of grazing on federal lands.

Note:

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

D. Ordinance Authorizing CAO to Purchase Real Property Deemed Appropriate for Use as a Site for Supportive Residential Housing

Departments: Behavioral Health; County Counsel; CAO

(Robin Roberts) - Proposed ordinance ORD17- 14, An Ordinance of the Mono County Board of Supervisors Authorizing the CAO to Perform Any and All Acts Necessary to Approve and Accept for the County the Acquisition of Any Interest in Real Property Deemed Appropriate for Use as a Site for Supportive Residential Housing and Ratifying the County Administrator's Signature on an Agreement and Any such Other Documents as May be Necessary to Consummate the Purchase and Close of Escrow of Any Such Acquisition.

Action: Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Stump moved; Gardner seconded

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

M17-218

Cristy Milovich, Assistant County Counsel:

- Presented item.

Robin Roberts, Behavioral Health:

- All processes for input are not bypassed by this - allows the County to be competitive.
- Went over discussion items.

Break: 10:05 AM

Reconvene: 10:19 AM

E. Snow Removal Policies, Procedures and Priorities

Departments: Public Works, Road Division

(Tony Dublino, Brett McCurry) - Proposed annual resolution re-establishing snow removal policies, procedures and priorities for County-maintained roads.

Action: Adopt proposed resolution, Re-Establishing Snow Removal Policies, Procedures, and Priorities for County-Maintained Roads.

Peters moved; Gardner seconded

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

R17-80

Tony Dublino, Public Works Interim Director:

- Introduced Brett McCurry: Roads Superintendent
- Seeking approval of the maps of the snow removal priorities in the communities.
- Every year the Board has the opportunity to make changes, or redirect staff, or if there are no changes, asks the Board to consider the resolution as has been presented.
- Discussed how the County will deal with Virginia Lakes Road this year.

Public Comment:

Jack Copeland

Ross Oswald: (Handed out a map, available in Additional Documents)

Mark Stoltz

Carolyn Webb

Supervisor Corless:

- Owns property in Virginia Lakes subdivision; not near area in discussion and it is

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- undeveloped.
- Comfortable voting on this item.
- Support pilot program staff is recommending.

F. Quarterly Investment Report

Departments: Finance

(Gerald Frank) - Investment Report for the Quarter ending 9/30/2017.

Action: Approve the Investment Report for the Quarter ending 9/30/2017.

Gardner moved; Stump seconded

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

M17-219

Gerald Frank:

- Presented the Quarterly Investment report.
- Missing from last report: Solid Waste account.
- Correction (ADDITIONAL DOCUMENT) to Distribution by Asset Category. A little over \$9000 in local government notes.

G. Update on Owens Valley Groundwater Authority; Funding Commitment

Departments: CAO, County Counsel; Community Development

(Leslie Chapman, Jason Canger, Wendy Sugimura) - Update on activities of the Owens Valley Groundwater Authority (OVGA) and the Sustainable Groundwater Management Act (SGMA); Mono County funding commitment to the development of a groundwater sustainability plan (GSP) for the Owens Valley Groundwater Basin.

Action: Receive update from staff on activities of the Owens Valley Groundwater Authority (OVGA). Consider and approve amendment to 2017-18 Mono County Budget to appropriate up to \$91,000, from contingencies for GSP development by the OVGA (A 4/5 vote is required).

Authorize the County's Primary Director on the OVGA Board of Directors to enter into a legally binding obligation to fund the OVGA's Groundwater Sustainability Plan (GSP) Development Budget pursuant to Article IV of the joint powers agreement forming and governing the OVGA up to \$45,000 per year for a three-year period, subject to review and approval as to form by County Counsel.

Stump moved; Gardner seconded

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

M17-220

Approve amendment to 2017-18 Mono County Budget to appropriate up to \$91,000 from contingencies for GSP development by the OVGA.

Stump moved; Gardner seconded

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

M17-221

Note:

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Authorize a contribution of up to \$23,000 to Wheeler Crest CSD and up to \$23,000 to TVGMD (subject to agreement to be drafted by County Counsel) for their participation as funding members of the OVGA and contribution towards the costs of GSP preparation by the Authority.

Stump moved; Gardner seconded

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

M17-222

Jason Ganger, Deputy County Counsel:

- Provided update.

Glenn Inouye, Wheeler Crest Community Service District:

- Significant investment for the Wheeler Crest Board to make that commitment.

Moved to Item 8, Opportunity for the Public to address the Board.

H. Proposed Fee Increases in National Parks

Departments: CAO

(Tony Dublino) - Mono County Position and Comments on Proposed Fee Increases at National Parks and Other Alternatives for Funding Deferred Maintenance at National Parks

Action: Consider facts and analysis, consider whether to submit comments from Mono County, and if so, authorize Chair to sign letter and submit.

Tony Dublino, Assistant CAO:

- Presented item.

Alicia Vennos, Economic Development Manager:

- Discussed at Mono County Economic Development, Tourism, and Filminommission meeting, general consensus an opposition to the proposed fee increase, because there seem to be a lot of comments and questions around the increase.
- Seems like it will drive users away from the entrance fee to the annual park pass.
- Recognize need for fee increase, but reject this specific proposal; Request a more well-researched process, and refined strategy.
- Concerned about the impact to our gateway communities.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

9. CLOSED SESSION

A. Closed Session - Initiation of Litigation

Departments: Code Enforcement

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases:1.

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B. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 4.

Closed Session: 12:22 PM

Reconvene: 1:17 PM

Supervisor Corless:

- Opportunity for public to address the Board; no one spoke.
- Report out of closed session: Direction was given to legal counsel to initiate litigation against Ernesto and Elvira Bravo to enforce compliance with Mono County general plan and Sierra Business Park specific plan requirements applicable to property owned by them within the Sierra Business Park.

Moved to item 7H

10. BOARD MEMBER REPORTS

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

Supervisor Corless:

- 10/18: Community Corrections Partnership: working on new 5 year plan.
- 10/20: Eastern Sierra Council of Governments: Presentation from broadband advisory council on grant-funded work about adoption and education; governance and capacity discussion that will need Board attention in the near future to continue work on regional issues.
- 10/23: Mariposa for YARTS JPA board meeting; Dick Whittington's retirement, presented his resolution and welcomed Cindy Kelly in her new role as transit manager; Merced County Assoc. of Governments talked about staffing adjustments that'll add more capacity for YARTS, as well as additional transportation dollars dedicated to YARTS: summer 2018 schedule approved, including adjustments to 395/120E route to make all runs continue to valley (no more Tuolumne only)—this and other changes will result in \$80,000; report from Yosemite National Park regarding visitor access improvement program/ addressing issues of overcrowding—Top 50 busiest days in park, 38 were in 2016, 75% in last two years. This effort is funded for 3 years, looking to create a pilot program, need partner support.
- 10/26: Collaborative Planning Team; Mammoth Lakes Trail System update; BLM shout-out to Supervisor Peters for his leadership during Slinkard Fire.
- 10/30: Behavioral Health Advisory Board Meeting.
- Mammoth Voices Civic Engagement Sessions on Town and County government, 10/30 and 11/6; great attendance and many thanks to CAO Chapman and County Counsel Simons, Alicia Vennos/Economic Development and Robin Roberts/Behavioral Health. Assessor Barry Beck also attended both sessions. Really valuable community service.
- 11/6: Mammoth Lakes Housing Board, housing working group meeting; big announcement that Town has a deal to purchase Shady Rest parcel.
- Upcoming: Transit in Old Mammoth—meeting 11/8 1:30pm Suite Z to look at short-term solution to start this winter.
- 11/16 Community Conversation at Mammoth Brewing, 6pm

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Supervisor Gardner:

- On Oct. 20 I attended the Eastern Sierra Council of Governments (ESCOG) meeting in Mammoth. ESCOG is getting more involved in several regional issues, including cannabis, housing, short term rentals, economic development, and our airports. We will need to decide how best to provide support for these efforts as this increased involvement grows next year.
- I also attended a meeting of the Eastern Sierra Transit Board on Oct. 20. ESTA had a good summer season even though several key routes opened late. We will be holding a meeting in June Lake on Nov. 14 to discuss whether to continue the free June Lake Summer Shuttle.

Supervisor Johnston:

- **Absent**

Supervisor Peters:

- 17th Cannabis Working Group Mono County Internal Staff
- 18th ESAAA
- 23rd LTC
- 30th Cannabis Working Group CSAC Phone Conference
- 31st Tourism & Film Commission
- 1st Fish and Wildlife Commission
- 2nd AV RPAC
- 6th BP Gun Club
- 6th Virginia Lakes Resort owners and operators John and Carolyn Webb
- **Upcoming:**
- 7th tonight CSA
- 10th Marine Corp Birthday Ball
- 16th State Bureau of Cannabis Control 1st Advisory Committee Meeting
- CSAC Annual Conference

Supervisor Stump:

- 10-18: Attended the Tri Valley Water Commission meeting. The Commission is continuing to participate in the SGMA JPA at least until final budget adoption for the JPA. County Counsel Simon also supplied more information about the different methods the Commission could raise funds to support a potential JPA contribution.
- 10-21: Attended the Mountain Meadows Mutual Water Company meeting. Discussed SB 623 which if passed next year would add a fee to all water users receiving their water from water systems of 200 connections or more. Mountain Meadows is not there yet but will be at build-out. I was pleased to hear that the water levels in the Water Company's wells have recovered to pre-drought levels. SB 623 deserves more discussion by the Board. Regrettably RCRC has already come out in support although CSAC has not.
- 10-23: Participated in a conference with the airport consultants hired by Mammoth Lakes Tourism. Supervisor Corless, Leslie Chapman, and Alicia Vennos also participated. Topics ranged from aircraft types to use of Bishop. There was an acknowledgement that the cancellation rate is too high and must be addressed.
- 10-23: Attended the Local Transportation Commission meeting. Discussion of pass openings and Cal Trans capabilities. Cal Trans will be able to add a guardrail maintenance crew in District 9 due to increased SB 1 funding which should help. Also discussed was the level of Mono LTC participation and part of the Inyo, Mono, Kern MOU in the Olancho/Cartago four improvement. The Commission asked for more information on State Transportation Improvement Cycles and how shares from a future cycle can be applied to a current project. I requested Cal Trans to look into culvert cleaning in the June Lake Loop and they did respond. I asked ESTA about Grey Line

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service. Their staff reported that due to the larger size busses that ESTA is using a turnaround is required to resume that service. ESTA is working with the Town Manager to try and create a turnaround.

- 10-24: Attended the CSA 1 meeting. Primary topic was a construction update on the Skate Park. CSA 1 voted to request to increase the budget for the park by \$40,000 to add some finishing touches to the park. \$10,000 of the \$40,000 has been raised by fundraising to support the project. The baseball field in Crowley was cited as an example of what can happen if projects are not completely finished. When the County built the field there were no bathrooms or drinking fountains provided which deterred people from using the field. A never-used scoreboard was included. It took several years for CSA 1 to step up and pay for bathrooms. The message is if you build something make it complete.
- 10-26: Attended the JPA meeting for the SGMA mandated Groundwater Sustainability Agency. The JPA approved the Plan preparation budget of \$747,585.00 for the entire basin. The Budget document is attached. The JPA also decided to table any discussion of teleconference locations for now. Next meeting was scheduled for 11-9-17 in Bishop but has been cancelled due to a number of participating entities not being ready to discuss funding commitments. The next meeting is now set for 12-14-17 and will be held at the Bishop Fairgrounds. Funding commitments and vote share allocations will be decided at that meeting unless the JPA Board votes to defer those commitments until the January meeting. Such an action is allowed under JPA language.
- 10-30: Emailed with the General Manager of KUNR to get a status update on when the station will be back on the air. The problem is with the translator in Bishop which is not transmitting a signal. The signal from Bishop is rebroadcast into Mono County by CSA 1. KUNR is working to resolve the issue.
- 11-1: Attended a special meeting of the Tri Valley Water Commission - Primary focus of the meeting was a Brown Act presentation by Jason Canger. The Commission may also wish to pursue some legislative changes to update its operational framework given the impact of SGMA and other changes since it was created by the State Legislature in 1989.

Leslie Chapman, CAO:

- Request for tour of Visitor Center, December 12 right after lunch.

ADJOURNED at 2:33 PM

ATTEST

STACY CORLESS
CHAIR OF THE BOARD

SCHEEREN DEDMAN
SENIOR DEPUTY CLERK

Note:

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2017

Departments: Social Services

TIME REQUIRED

SUBJECT Amendment #1 to Contract with Inyo
County for Senior Services Funds

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Amendment #1 to Contract with Inyo County for a decrease of funds for FY 2017-18 pertaining to the Senior Services Program.

RECOMMENDED ACTION:

Approve the proposed contract Amendment #1 to the contract with Inyo County for senior services for the period July 1, 2016 through June 30, 2020, and authorize the Board Chair to execute such Amendment on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

The proposed contract amendment will decrease Mono County Senior Services revenue overall by \$8,777 in FY 2017-18. In anticipation of this decrease in funding, and the addition of an unknown amount of one-time-only funds, the Mono County Senior Services budget already reflects this proposed change.

CONTACT NAME: Kathryn Peterson

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

SEND COPIES TO:

Kathy Peterson

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Amendment](#)

History

Time	Who	Approval
11/30/2017 6:00 AM	County Administrative Office	Yes
11/13/2017 3:56 PM	County Counsel	Yes
11/29/2017 9:04 AM	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
FAX (760) 932-5287

MAMMOTH LAKES OFFICE
(760) 924-1770
FAX (760) 924-5431



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director *KP*

Date: November 6, 2017

Re: Amendment #1 to Contract between County of Inyo-Senior Services Program and County of Mono for an overall reduction in funds.

Recommended Action:

Approve the proposed contract Amendment #1 to the contract with Inyo County for senior services for the period July 1, 2016 through June 30, 2020, and authorize the Board Chair to execute such Amendment on behalf of the County. Provide any desired direction to staff.

Fiscal Impact:

The proposed contract amendment will decrease Mono County Senior Services revenue overall by \$8,777 in FY 2017-18. In anticipation of a decrease, and the addition of an unknown amount of one-time-only funds, the Mono County Senior Services budget already reflects this proposed change.

Discussion:

On December 13, 2016 this Board approved the execution of a four-year contract between County of Inyo-Eastern Sierra Area Agency on Aging (ESAAA) Program and County of Mono providing revenues for Mono County Senior Services in the amount of \$393,878.00 for the time period of July 1, 2016 through June 30, 2020.

Late last fiscal year, Inyo County-ESAAA was informed of a reduction in the FY 2017-18 allocation due to reduction in overall state and federal funding for the program. Mono County's share of reduced funding

was alleviated slightly by the receipt of \$548 in one-time-only (OTO) funds. The OTO funds are a statewide redistribution of state funds not spent in the prior fiscal year.

In future years, the annual amount of ESAAA revenue will be approximately \$97,473, notwithstanding further cuts and OTO funds.

Accordingly, Inyo County-ESAAA has forwarded to Mono County for the Board of Supervisors' review and approval a contract amendment that achieves the following:

1. Decreases funding for July 1, 2017 – June 30, 2018 to \$88,696.00 (In future years, the annual amount will be approximately \$97,473),
2. Sets the four-year contract limit to \$385,101.00.

A copy of the Proposed Inyo County-ESAAA Contract Amendment evidencing this decrease is attached as Exhibit A to this Board Agenda Item.

Thank you and please let me know if you have questions.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of February 2017 an order was duly made and entered as follows:

**HHS – ESAAA
AGREEMENT W/
MONO COUNTY**

CAO Carunchio reminded the Board that Inyo County has elected to be the provider of senior services for Inyo and Mono counties through the Eastern Sierra Area Agency on Aging, and a parallel program called IC-Gold to the tune of \$502,000 from the General Fund. The County also contributes \$55,000 in matching funds from its General Fund in order to receive State and Federal dollars for the ESAAA program on behalf of Inyo and Mono counties. He said this year's administrative overhead is more than \$180,000, \$130,610 of which will be covered by State and Federal funding. However, the County will need to budget another \$54,000 out of its General Fund to shore up what is essentially a regional program. He noted this agenda item was recommended for approval, but he wanted to indicate his intent to send a letter to the Mono County CAO asking her to consider having Mono County contribute to the cost of providing regional senior citizen services. He said Inyo County already provides Mono County's agricultural commissioner and weights and measures services, so it would be a nice gesture. Plus, Inyo County has been able to accurately calculate Mono County's administrative costs. Health and Human Services Director Jean Turner said this is probably the most administratively heavy program HHS manages and they can quantify fairly precisely what the administrative costs are. Supervisor Kingsley said it seems reasonable to identify the costs associated with Mono County and at least have a discussion about it, since their seniors benefit the same as Inyo County's seniors. Chairperson Tillemans noted that Inyo County has looked at ways to reduce programs costs before approaching Mono County for contributions. Moved by Supervisor Totheroh and seconded by Supervisor Kingsley to approve the four-year agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging services to Mono County resident senior citizens, in the amount of \$391,878 for the period of July 1, 2016 through June 30, 2020, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign, with a letter being sent by CAO Carunchio to the Mono County CAO regarding Motion carried unanimously.

Routing
CC Purchasing Personnel Auditor CAO Other: HHS DATE: March 2, 2017

WITNESS my hand and the seal of said Board this 7th
Day of February, 2017



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By _____

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
County of Mono
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Mono County Social Services _____, of County of Mono (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated February 7, 2017 _____, on County of Inyo Standard Contract No. 116, for the term from July 1, 2016 to June 30, 2020.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

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

County and Contractor hereby amend such Agreement as follows:

The first sentence of Paragraph 3.D. Limit upon Amount Payable Under this Agreement, of the Agreement is amended to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$385,101.00 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

SCHEDULE OF FEES:

3. The total contract amount for July 1, 2016 through June 30, 2020 is approximately \$385,101.00; the 20016/17 allocation and One Time Only funds are \$101,459.00; the 2017/18 allocation and One Time Only funds are \$88,696.00; and the allocation amount to be reimbursed will be approximately \$97,473.00 for each remaining fiscal year.

The effective date of this Amendment to the Agreement is July 1, 2017.

All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
County of Mono
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

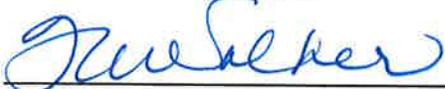
CONTRACTOR

By: _____
Signature

Type or Print

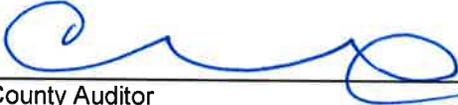
Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO
AND County of Mono
FOR THE PROVISION OF Senior SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the community based senior services of Mono County Social Services of County of Mono (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2016 to June 30, 2020 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Three hundred & ninety-three thousand eight hundred & seventy-eight Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses,

professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

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

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

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

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
Health & Human Services	Department
P.O. Drawer H	Street
Independence, CA 93526	City and State

Contractor:	
County of Mono Social Services	Name
P.O. Box 576	Street
Bridgeport, CA 93517	City and State

25. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND County of Mono
FOR THE PROVISION OF Senior SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 7th DAY OF February, 2017.

COUNTY OF INYO

CONTRACTOR

By: Mat Taha

By: Leslie L. Chapman
Signature

Dated: 2/7/17

Leslie L. Chapman
Print or Type Name

Dated: 12/20/16

APPROVED AS TO FORM AND LEGALITY:

County Counsel

Michael 1/6/17
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Chris Shepherd
County Auditor

APPROVED AS TO FORM:

[Signature]
Mono County Counsel Office
Dated: 11/22/16

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE.

[Signature]
Mono County Risk Manager
Dated: 12-12-16

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
County of Mono

AND _____

Senior

FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: 07/01/2016 **TO:** 06/30/2020

SCOPE OF WORK:

Contractor will provide the following senior services (Home Delivered Meals, Congregate Meals, Transportation and Assisted Transportation) within Mono County according to the requirements of the Older Americans Act and applicable Federal and State regulatory standards as outlined in the attached Standard Agreement for Contract #AP-1617-16 with the State of California and California Department of Aging. The contract with the State of California is attached and incorporated herein.

Contractor will provide a monthly summary of service activity by the 10th of the following month in the above categories in terms of identified units of service according to administrative requirements specified by the County.

Paragraph 14 is modified to read: "This Agreement may be canceled by County without cause, and at will, for any reason by giving the Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

Contractor will participate in annual monitoring for program and fiscal activities. Contractor will provide a copy of their County Single Audit by April 15 each year.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

County of Mono

AND

Senior

FOR THE PROVISION OF _____ SERVICES

TERM:

07/01/2016

06/30/2020

FROM:

TO:

SCHEDULE OF FEES:

1. The allocations are received from the California Department of Aging (CDA) and then Supportive Services, Congregate Meals and Home Delivered Meals are divided between the two counties using the minimum percentages set by the Governing Board. Contractor will submit an Area Plan Budget (CDA 122) to County of Inyo each year within 30 days of receipt of allocations, as required by the CDA. Contractor will also submit as required by the CDA, the Financial Closeout Report (CDA 180) within 25 days following the end of the fiscal year or within 30 days following termination prior to the end of the contract period, unless otherwise specified by the CDA.
2. Contractor will submit an invoice for the actual monthly expenditures and County of Inyo will reimburse based on the actual expenditures. The monthly invoice shall be submitted by Contractor to County of Inyo by the twentieth (20th) of the month for services delivered in the previous month, and shall be paid by County of Inyo by the end of the month after the invoice is received. Appropriate backup showing the actual expenditures must also be attached to the invoice.
3. The total contract amount for July 1, 2016 through June 30, 2020 is approximately \$393,878; the 2016/17 allocation and One Time Only funds are \$101,459; the allocation amount to be reimbursed would be approximately \$97,473 for each remaining fiscal year.
4. Payment will be conditioned on monthly submission of service activity reports as specified in Attachment A. The monthly service report shall be submitted by Contractor to the County of Inyo for the prior month. Both invoice and service activity reports shall be submitted to Inyo County Health & Human Services, P.O. Drawer A, Independence, CA 93526 or by electronic means specified by the the County of Inyo.
5. The contract amount noted above is based on the 16/17 allocation and One Time Only letters from the California Department of Aging (CDA). If future allocations to County of Inyo from CDA are increased, a revised contract amount shall be calculated based on the most recent allocation letter utilizing the Governing Boards approved percentages for Supportive Services, Congregate Meals and Home Delivered Meals. Subsequently, Contractor's maximum contract amount is subject to change annually.
6. Contractor will be liable for any audit findings pertaining to their expenses.

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND County of Mono
FOR THE PROVISION OF Senior _____ **SERVICES**

TERM:

FROM: 07/01/2016 _____ **TO:** 06/30/2020 _____

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO



- | | | | |
|---|---|--|---|
| <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Departmental | <input type="checkbox"/> Correspondence Action | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Scheduled Time for | <input type="checkbox"/> Closed Session | <input type="checkbox"/> Informational | |

FROM: HEALTH & HUMAN SERVICES, ESAAA

FOR THE BOARD MEETING OF: June 7, 2016

SUBJECT: Approval of the Standard Agreement for Contract Number AP-1617-16 between California Department of Aging and County of Inyo

DEPARTMENTAL RECOMMENDATION:

Request Board approve contract #AP-1617-16 with the California Department of Aging (CDA) for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), in the amount of \$778,493 for the period of July 1, 2016 through June 30, 2017, and authorize the Chairperson to sign the Standard Agreement (STD 213), and the Contractor/Vendor Statement of Confidentiality (CDA 1024), contingent upon the Board's adoption of the FY 16/17 budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract is a standard State Contract with total annual funding of \$778,493, which is an increase of \$43,733 to the base allocation from prior year. This includes an increase of \$12,531 in Ombudsman; \$8,545 in Congregate Meals; \$25,091 in Home Delivered Meals; \$78 in Title IIID; \$1,382 in Title III E; \$24 Title VII; \$959 in Admin and a decrease of \$2,877 in Support Services. Acceptance of this contract ensures the receipt of federal and state funds to keep existing services going. Of the \$778,493, a portion of the funding will be allocated to Mono County to provide their services to seniors.

ALTERNATIVES:

Your Board could choose not to ratify and approve this agreement. Failure to move forward on these requested actions will disrupt services to seniors in the region. Receipt of any funding for ESAAA is contingent upon execution of this contract.

OTHER AGENCY INVOLVEMENT:

California Department of Aging, County of Mono, CA Indian Legal Services

FINANCING:

State and Federal dollars. Total amount of this contract is \$778,493, and will be budgeted as revenue in the ESAAA Budget (683000) in the State and Federal revenue object codes.

APPROVALS	
COUNTY COUNSEL:	<p>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</p> <p>Approved: <u>Yes</u> Date: <u>5/11/2016</u></p>
AUDITOR/CONTROLLER:	<p>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</p> <p>Approved: <u>Yes</u> Date: <u>5/11/2016</u></p>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jan Turner

Date: 5-19-16

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 08/03)

AGREEMENT NUMBER AP-1617-16
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
 California Department of Aging

CONTRACTOR'S NAME
 County of Inyo

2. The term of this Agreement is: July 1, 2016 Through June 30, 2017

3. The maximum amount of this Agreement is: \$ 778,493.00 Seven hundred seventy-eight thousand four hundred ninety-three and 00/100 dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	16 page(s)
Exhibit B – Budget Detail, Payment Provisions, and Closeout	14 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	32 page(s)
<input type="checkbox"/> Exhibit D - * Special Terms and Conditions	
Exhibit E – Additional Provisions	16 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ois.dgs.ca.gov/StandardLanguage

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)
 County of Inyo

BY (Authorized Signature) 

DATE SIGNED (Do not type)
 6-7-2016

PRINTED NAME AND TITLE OF PERSON SIGNING
 Jeff Griffiths, Chairperson

ADDRESS
 163 May Street Bishop CA 93514-2709

STATE OF CALIFORNIA

AGENCY NAME
 California Department of Aging

BY (Authorized Signature) 

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
 Glenn Wallace, Manager, Contracts and Business Services Section

ADDRESS
 1300 National Drive, Suite 200, Sacramento CA. 95834

California Department of General Services Use Only

Exempt per: AG OP 80-111

Exhibit A – Scope of Work

SCOPE OF WORK

- 1 Contractor agrees to provide to the California Department of Aging services under Agreement No. AP-1617-16, in accordance with this Agreement
- 2 The services shall be performed In Planning and Service Area(s): 16.
- 3 The services shall be provided as needed.
- 4 The project representatives during the term of this agreement will be:

State Agency: California Department of Aging Name: June Ditton Phone (916) 419-7556 Fax: (916) 928-2510	Contractor: County of Inyo Name: Jean Turner Phone: (760) 873-6364 Fax: (760) 873-5103
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Direct all contract inquiries to:

State Agency: California Department of Aging Section/Unit: Business Services and Contracts Attention: Don Fingado Address: 1300 National Drive, Suite 200 Sacramento, CA 95834 Phone: (916) 419-7157 Fax: (916) 928-2500 Email: don.fingado@aging.ca.gov	Contractor: County of Inyo Section/Unit: Area Agency On Aging Attention: Melissa Best-Baker Address: 163 May Street Bishop CA 93514-2709 Phone: (760) 878-0232 Fax: (760) 878-0266 Email: mbestbaker@inyocounty.us
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Scope of Work – Exhibit A
AP 16-17 Contract

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III and Title VII Programs

1. **Child** means an individual who is not more than eighteen (18) years of age or who is an individual with a disability. [OAA § 372(a)(1)]
2. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non-Older Americans Act (OAA) funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
3. **Eligible Service Population for Title III B and D** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]
4. **Eligible Service Population for Title III C-1 and C-2** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]
 - a. Individuals eligible to receive a meal at a congregate nutrition site are:
 - (i) Any older individual
 - (ii) The spouse of any older individual.
 - (iii) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
 - (iv) A disabled individual who resides at home with and accompanies an older individual who participates in the program.
 - (v) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]

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ARTICLE I. PROGRAM DEFINITIONS (Continued)

- b. Individuals eligible to receive a home-delivered meal are individuals who are:
 - (i) An older individual who is frail as defined by 22 CCR 7119, and homebound by reason of illness, disability, or isolation. (These individuals shall be given priority).
 - (ii) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
 - (iii) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

5. **Eligible Service Population for Title III E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]

6. **Grandparent or Older Individual Who is a Relative Caregiver** means a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is fifty-five (55) years of age or older, and who:

- a. Lives with the child;
- b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
- c. Has a legal relationship with the child, such as legal custody or guardianship, or is raising the child informally.

[OAA § 372(a)(2)(A)-(C)]

7. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

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ARTICLE I. PROGRAM DEFINITIONS (Continued)

8. **Individual with Severe Disability(ies)** means a person with a severe, chronic disability attributable to mental or physical impairment that is likely to continue indefinitely and results in substantial functional limitation in three or more major life activities. [OAA § 102(a)(48)]
9. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
10. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.
11. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
12. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
13. **One-Time-Only Funds** means:
 - a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]
 - b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA. [22 CCR 7314(a)(7)]
 - c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallocation process. [22 CCR 7314(a)(8)]
14. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are

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ARTICLE I. PROGRAM DEFINITIONS (Continued)

victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

15. **Priority Services for Title III E** means services provided to family caregivers who care for individuals with Alzheimer's disease or related disorders with neurological and organic brain dysfunction, and to grandparents or older individuals, who are relative caregivers who care for children with severe disabilities. [OAA § 372(b)(1)-(2)]
16. **Program Development** means activities that either establish a new service or expand or integrate existing services.
17. **Program Income** means revenue generated by the Contractor or the Subcontractor from contract-supported activities and may include:
 - a. Voluntary contributions received from a participant or other party for services received.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from the sale of items purchased under a CDA contract agreement.
18. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 *et seq.*]; and CDA Program Memoranda, and California Retail Food Code (CRFC).
19. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]
20. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide

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ARTICLE I. PROGRAM DEFINITIONS (Continued)

one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]

- a. Be open to the public. [45 CFR 1321.53(b)(3)]
- b. Not means test. [OAA § 315(b)(3)]
- c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]
- d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)] [45 CFR 75.403(f)]

21 **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]

22 **Title III D (Disease Prevention and Health Promotion Services)** means disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based health promotion programs help older adults learn techniques and strategies to delay and/or manage chronic health conditions and include activities that improve nutrition, physical fitness, fall prevention, and emotional well-being. [OAA 361 Part D]

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ARTICLE I. PROGRAM DEFINITIONS (Continued)

23. **Title III E Family Caregiver Support Program (FCSP) Categories are:**

- a. Information Services
- b. Access Assistance
- c. Support Services
- d. Respite Care
- e. Supplemental Services

[OAA 373(b)(1)(2)(3)(4)(5)]

B. Definitions Specific to Title VII-A (Allowments for Vulnerable Elder Rights Protection Activities)

1. **Eligible Service Population** means older individuals, sixty (60) years of age or older, who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence.
[OAA §§ 102(a)(35), 321(a)(10); Welf. & Inst. Code § 9701(b),(e)]

The Local Ombudsman Program may serve residents under sixty (60) years of age if:

- a. A majority of the residents of the facility where the younger person resides are over age sixty (60) and
- b. Such service does not weaken or decrease service to older individuals covered by the OAA.

[Policy of the Office of Elder Rights Protection, Administration on Aging; July 15, 1996]

2. **Local Ombudsman Program Coordinator** means the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements. The Local Ombudsman Program Coordinator is required to be a State Certified Ombudsman

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ARTICLE I. PROGRAM DEFINITIONS (Continued)

Representative; complete State training for new Coordinators, and participate in State Ombudsman sponsored meetings at least twice each year. The selection is in accordance with policies and procedures established by the State Ombudsman and meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 712(a)(5)(A), 712(h)(5)] [45 CFR 1327.1] [Welf. & Inst. Code §§ 9701(d), 9719]

3. **Local Ombudsman Program** means either a program of the AAA or its Subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 711(3), 712(a)(5)(D)] [45 CFR 1327.1] [Welf. & Inst. Code § 9701(a)]
4. **Office of the State Long-Term Care Ombudsman (OSLTCO)** means the office established by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract between CDA and the AAAs. As a program of CDA, the OSLTCO is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. The OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of a similar nature that receive funding or official designation from the State. The OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. The OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA §§ 712(a)(1)(A), 712(a)(3)(C),(F), 712(h)] [45 CFR 1327.1] [Welf. & Inst. Code §§ 9710, 9716, 9717]
5. **State Certified Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. Prior to certification by the State Ombudsman, the individual is required to pass State and federal criminal background clearance, complete a minimum of thirty-six (36) hours of training, and complete a mentorship in accordance with policies and procedures established by the State Ombudsman. [OAA §§ 711(5), 712(a)(5)(A), 712(h)(5)] [45 CFR 1327.1] [Welf. & Inst. Code §§ 9712.5, 9719]

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ARTICLE I. PROGRAM DEFINITIONS (Continued)

6. **State Long-Term Care Ombudsman Program** means the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the Ombudsman, OSLTCO headed by the Ombudsman, and the representatives of OSLTCO. [OAA § 712(a)(1)(B)] [45 CFR 1327.1] [Welf. & Inst. Code § 9700]
7. **State Long-Term Care Ombudsman** hereinafter referred to as the **State Ombudsman** means the individual who heads the OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in 45 CFR 1327.13 and 1327.19. [OAA §§ 712(a)(2)-(3), 712(a)(5)(D)(II), 712(e)] [45 CFR 1327.1] [Welf. & Inst. Code §§ 9701(f), 9711]

C. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Programs for Prevention of Elder Abuse, Neglect, and Exploitation)

Elder Abuse Prevention Programs means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation) [42 USC 3058i] [OAA § 721], including:

1. Providing for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
2. Providing for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
3. Ensuring the coordination of services provided by AAAs with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;
4. Promoting the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA;
5. Conducting analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;

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ARTICLE I. PROGRAM DEFINITIONS (Continued)

- 6 Conducting training for Individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;
- 7 Providing technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims; and
- 8 Conducting special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by CDA to be appropriate.

ARTICLE II. SCOPE OF WORK

A. The Contractor shall:

- 1 Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from CDA. A service unit reduction of greater than ten percent (10%) requires written approval from CDA. A service unit reduction of greater than twenty percent (20%) is a major change that effects Area Plan goals and objectives and requires an Area Plan Amendment. [22 CCR 7306(a)]
- 2 Establish and maintain an organization that shall have the ultimate accountability for funds received from CDA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.
3. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 7312.
4. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount

**Scope of Work – Exhibit A
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ARTICLE II. SCOPE OF WORK (Continued)

of Program Development or Coordination expenditures. Records and documentation shall:

- a) Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.
 - b) Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.
5. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three (3) years or until any audit is resolved, whichever is longer.
 6. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
 7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).
 8. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
 9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
 10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
 11. Enter into contracts with subcontractors that require them to provide services pursuant to 22 CCR 7352 to 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
 12. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
 13. Monitor, on an ongoing basis, the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to

**Scope of Work – Exhibit A
AP 18-17 Contract**

ARTICLE II. SCOPE OF WORK (Continued)

assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. [2 CFR 200.331]. Onsite program monitoring must be conducted every two (2) years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.

14. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:
 - a) Inspection of non-food preparation nutrition sites at least every other year.
 - b) Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
 - c) Inspection of central kitchens sites annually on-site. [22 CCR 7634.3(d)]
15. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This Contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
16. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.
17. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
18. Provide program information and assistance to the public.
19. Maintain a four-year Area Plan, with annual updates, as specified in 22 CCR 7300 to 7320. The Area Plan and annual updates are due by May 1st of each year. The annual update shall be effective during the same term as this Agreement.

Scope of Work – Exhibit A
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ARTICLE II. SCOPE OF WORK (Continued)

20. Maintain a program data collection and reporting system as specified in Exhibit E of this Contract.
21. Contract Title III case management services only to a public or non-profit agency, as required by 42 USC 3026(a)(8)(C).
22. Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).
23. Include the identity of each designated community focal point in subcontracts as specified in 42 USC 3026(a)(3)(B).
24. Ensure that meal counts associated with Title III C1, C2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
25. Offer a meal to a volunteer under age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The Contractor or the Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
26. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]
27. Report a meal only once either as a Title III meal or a Title VI meal.
28. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.
29. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial

Scope of Work – Exhibit A
AP 16-17 Contract

ARTICLE II. SCOPE OF WORK (Continued)

relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

[1 USC 7 - Section 3 of the Defense of Marriage Act]

- B The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will:
1. Provide services to protect the health, safety, welfare and rights of residents. [OAA § 712(a)(5)(B)(i)] [45 CFR 1327.19(a)(2)] [Welf. & Inst. Code §§ 9701(a), 9712.5(b)]
 2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA § 712(a)(5)(B)(ii)] [45 CFR 1327.19(a)(3)] [Welf. & Inst. Code § 9712.5(d)]
 3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to their rights and well-being as residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the complainant shall be notified in writing of the decision not to investigate and the reasons for the decision. [OAA § 712(a)(5)(B)(iii)] [45 CFR 1327.19(a)(1)] [Welf. & Inst. Code §§ 9701(a), 9712.5(a)]
 4. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities. [Welf. & Inst. Code § 15630 *et seq.*]
 5. Witness advance health care directives and property transfers of more than \$100 for residents of skilled nursing facilities. [HSC 1289] [PC 4675, PC 4700 *et seq.*]
 6. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this Contract. [OAA § 712(c)] [Welf. & Inst. Code § 9716(a)].

**Scope of Work – Exhibit A
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ARTICLE II. SCOPE OF WORK (Continued)

7. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the rights and well-being of residents. [OAA § 712(a)(5)(B)(iv)] [45 CFR 1327.19(a)(4)] [Welf. & Inst. Code § 9712.5(e)]
8. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v)] [45 CFR 1327.19(a)(5)] [Welf. & Inst. Code § 9712.5(g)(i)]
9. Support the development of resident and family councils. [OAA § 712(a)(5)(B)(vi)] [45 CFR 1327.19(a)(6)] [Welf. & Inst. Code § 9726.1(a)(3)]
10. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA § 712(a)(5)(B)(vii)] [45 CFR 1327.19(a)(7)]:
 - a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA § 712(a)(3)(D); Welf. & Inst. Code § 9712.5(d)(1)]
 - b. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(1)]
 - c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(2), (4)]
 - d. Establish (in addition to support) resident, family and friends' councils. [Welf. & Inst. Code § 9726.1(a)(3)]
 - e. Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights. [Welf. & Inst. Code § 9726.1(a)(5)]

**Scope of Work – Exhibit A
AP 16-17 Contract**

ARTICLE II. SCOPE OF WORK (Continued)

- f. Refer other individuals' complaints and concerns that a representative becomes aware are occurring in the facility to the appropriate governmental agency.
[Welf. & Inst. Code § 9712.5(a)(2)]

- 11. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds to support activities for the overall program.

- 12. Review and approve claims for Citation Penalties Account funds, Licensing and Certification Program funds, and Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.

- 13. Submit monthly fiscal documents to CDA, as determined by CDA, for Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.

- 14. Submit monthly fiscal documents to CDA, as determined by CDA, for Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 16-17 Contract**

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- **Mileage -**
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- **Per Diem (meals and incidentals) -**
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- **Lodging -**
<http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State: <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR 599.615 et seq.]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 16-17 Contract

ARTICLE I. FUNDS (Continued)

B. Accountability for Funds

1 The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.
- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 16-17 Contract

ARTICLE I. FUNDS (Continued)

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties. In order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized budget. No legal liability on the part of the State for any payment may arise under this Contract until funds are made available; the itemized budget is received and approved by the State and the Contractor has received an executed contract.

4. Funding Reduction(s)

a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:

i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or

ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.

b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:

i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 16-17 Contract**

ARTICLE I. FUNDS (Continued)

- ii. Some contracts may be reduced by a greater amount than others, and
- iii. The State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

- 1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (8)(ii)]
- 2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.
- 3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (8)(i)(ii)(iii)(iv)]
 - a. The Contractor receives less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 16-17 Contract**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's budget shall include, at a minimum, the following items when reimbursable under this Agreement:
1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 2. Fringe Benefits.
 3. Contractual Costs – subcontract and consultant cost detail.
 4. Indirect Costs.
 5. Rent - specify square footage and rate.
 6. Supplies.
 7. Equipment - detailed descriptions and unit costs.
 8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 10. Other Costs - a detailed list of other operating expenses.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Unless otherwise specified by CDA, the final budget revision must be submitted at least ninety (90) days prior to the ending date of the Contract.
- E. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's direct costs, excluding in-kind contributions and nonexpendable equipment.
 2. Contractors requesting reimbursement for Indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 16-17 Contract**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements (Title III and Title VII only).
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414] [45 CFR 75.414]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III-B, III-C, III-D, III-E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.
4. For Title III-B, III-C, III-D, III-E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 16-17 Contract

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

7. Program Income must be used to expand baseline services.

B. One-Time Only (OTO) Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.
2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.
3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by CDA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects that are approved in advance by CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).
 - d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.
4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

C. Matching Contributions

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 16-17 Contract**

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or a subcontractor.
3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

D. Area Plan Administration

Area Plan Administration may be combined into one cost objective for purposes of documenting charges for salaries and wages funded from federal fund Titles III-B, III-C1, III-C2, III-E, and III-C1 and III-C2 General Fund administration allocations.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The Contractor shall submit electronically the original Area Plan Budget with the Area Plan and Area Plan annual updates by May 1, unless otherwise instructed by CDA.
- B. The Contractor shall submit electronically a budget revision thirty (30) calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by CDA.
- C. The final date to submit a budget revision is April 30 of the Contract period unless otherwise specified by CDA.
- D. Line Item Budget Transfers

The Contractor may transfer contract funds between line items under the following terms and conditions:

1. The Contractor may transfer any or all administrative funds into program without restrictions for each funding source - Title III-B, C1, C2, D & E. However, the Contractor shall not transfer funds designated for programs into administration.
2. The Contractor may make unlimited transfer of funds between budget line items for Title III-B, C1, C2, D, and E programs. However, the Contractor shall submit a revised budget to CDA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 16-17 Contract

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

3. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.

E. Allocation Transfers

1. The Contractor shall submit a request to CDA to transfer federal or State funds between Title III-B, C1 and C2 programs in accordance with the budget display in Exhibit B. The request shall be submitted as instructed in the Area Plan Budget forms.
 - a. Transfer of federal baseline funds is allowable between Titles III-B and III-C in accordance with OAA § 308(b)(5)(A) and between Titles III-C1, and III-C2 in accordance with OAA § 308(b)(4)(A).
 - b. Transfer of State funds is allowable between Title III-C1 General Fund and Title III-C2 General Fund.
2. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
3. Transfer of funds cannot be processed or approved after the end of the specified Contract period.

F. Matching Requirements

1. The required minimum administration matching contributions for Title III-B, III-C, & III-E combined is twenty-five percent (25%).
2. The required minimum program matching contributions for Title III-B and III-C is ten percent (10%).
3. The required minimum program matching contributions for Title III-E is twenty-five percent (25%).
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III-B and III-C can be pooled to meet the minimum requirement of ten percent (10%).

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 16-17 Contract

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

- 6 Matching contributions generated in excess of the minimum required are considered overmatch.
- 7 Program overmatch from Title III-B or III-C cannot be used to meet the program match requirement for III-E.
- 8 Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).
9. Expend not more than ten percent (10%) of the total Title III-E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than eighteen (18) years of age in accordance with OAA § 373(g)(2)(C).
- 10 Limit expenditures for Title III-E Supplemental Services to twenty percent (20%) of the total Title III-E federal and matching non-federal share.

G. Program Development or Coordination

The Contractor shall not budget or fund Program Development or Coordination activities as a cost of Title III-B Supportive Services until it has first budgeted and spent the total of its Title III-B, III-C, & III-E funds allocated for Area Plan administration costs. During the Contract period, Program Development or Coordination activities and Area Plan administration activities can occur simultaneously. (See Article VI. of this Exhibit of this Agreement for reconciliation during the closeout period.)

ARTICLE V. PAYMENTS

A. Title III-B, III-C, III-D, III-E, VII Ombudsman and VII-A Elder Abuse Prevention

The Contractor shall prepare and submit a monthly expenditure report and a request for funds to the online California Aging Reporting System (CARS) Fiscal Module by the 30th of each month as follows, or unless otherwise specified by CDA.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 16-17 Contract**

ARTICLE V. PAYMENTS (Continued)

Monthly Fiscal Reporting Due Dates

RFF Month	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
RFF Due Date	5/30	6/30	7/30	8/30	9/30	10/30	11/30	12/30	1/30	2/28	3/30	4/30
Expenditure Report Month	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar
Expenditure Report Due Date	5/30	6/30	7/30	8/30	9/30	10/30	11/30	12/30	1/30	2/28	3/30	4/30

*The table is a standard request for funds (RFF) and expenditure reporting schedule. If the effective date of this Contract is not July 1, the Contractor's RFF and expenditure reporting will commence with the first month of the term of this Contract period and end with the month preceding the last full month of the Contract.

- B. Ombudsman Citation Penalties Account, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability Funds, and Older Californians Act.

The Contractor shall submit a monthly expenditure report and a request for funds by the 30th of each month unless otherwise specified by CDA.

- C. During the Contract period, CDA shall advance funds based on an analysis of current cash needs.
- D. Upon execution of this Agreement, CDA will make monthly payments of Nutrition Services Incentive Program (NSIP) funding to the Contractor during the first month of each quarter.
- E. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as CDA determines that the financial management standards are met.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 16-17 Contract

ARTICLE VI. CLOSEOUT

- A. The Area Plan Financial Closeout Report and Report of Property Purchased with Agreement Funds (CDA 32) shall be submitted annually to the CDA Fiscal Team. All contractors must submit to CDA, Closeout Reports as Instructed by CDA.
 - B. Federal funds will be reduced proportionately to maintain the required matching ratios if the Contractor fails to report sufficient match.
 - C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.
 - D. Closeout reporting documents must be addressed to the CDA Fiscal Team.
 - E. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.
-

Exhibit B - Budget Detail, Payment Provisions, and Closeout

AREA PLAN
Budget Display
Fiscal Year 2016-17 (Federal Funding Years 2016 & 2017)
County of Inyo

12 months (July 1, 2016 - June 30, 2017)

	Project Number	Baseline	Supplemental Adjustments	Committed Transfers	Updated Baseline	Supplemental OTO	Updated Total	Net Change
Supportive Services								
Federal Title III B	3RSI 16-16	25,021 (b)			25,021		25,021	
Federal Title III B	3BSL17-16	75,001 (c)			75,001		75,001	
Total Supportive Services		100,022			100,022		100,022	
Ombudsmen								
Federal Title III B	3BOL16-16	3,769 (b)			3,769		3,769	
Federal Title III B	3BOL17-16	11,306 (c)			11,306		11,306	
Federal Title VII a	7OFL16-16	4,748 (b)			4,748		4,748	
Federal Title VII a	7OFL17-16	14,238 (c)			14,238		14,238	
General Fund III B	B1GL	8,942 (a)			8,942		8,942	
Public Health L & C Program Fund	LCPF	3,577 (a)			3,577		3,577	
State Health Facilities Citation Penalties Account	SDFL	1,212 (a)			1,212		1,212	
SNF Quality & Safety Program	SNFL	16,001 (a)			16,001		16,001	
Total Ombudsmen		64,783			64,783		64,783	
Congregate Nutrition								
Federal Title III C1	3C1L16-16	36,337 (b)			36,337		36,337	
Federal Title III C1	3C1L17-16	109,012 (c)			109,012		109,012	
General Fund C1	C1GL	59,509 (a)			59,509		59,509	
NSIP C1	NC1L16-16	4,089 (b)			4,089		4,089	
NSIP C1	NC1L17-16	12,208 (c)			12,208		12,208	
Total Congregate Nutrition		221,155			221,155		221,155	
Home-Delivered Meals								
Federal Title III C2	3C2L16-16	18,580 (b)			18,580		18,580	
Federal Title III C2	3C2L17-16	55,740 (c)			55,740		55,740	
General Fund C2	C2GL	193,809 (a)			193,809		193,809	
NSIP C2	NC2L16-16	10,304 (b)			10,304		10,304	
NSIP C2	NC2L17-16	10,113 (c)			10,113		10,113	
Total Home-Delivered Meals		388,546			388,546		388,546	
Disease Prevention								
Federal Title III D	3DFL16-16	641 (b)			641		641	
Federal Title III D	3DFL17-16	1,922 (c)			1,922		1,922	
Total Disease Prevention		2,563			2,563		2,563	
Family Caregiver								
Federal Title III E	3EFL16-16	4,528 (b)			4,528		4,528	
Federal Title III E	3EFL17-16	13,584 (c)			13,584		13,584	
Total Title III E		18,112			18,112		18,112	
Elder Abuse								
Federal Title VII	7EFL16-16	183 (b)			183		183	
Federal Title VII	7EFL17-16	487 (c)			487		487	
Total Elder Abuse		670			670		670	

Exhibit B - Budget Detail, Payment Provisions, and Closeout

**AREA PLAN
 Budget Display
 Fiscal Year 2016-17 (Federal Funding Years 2016 & 2017)
 County of Inyo**

12 months (July 1, 2016 - June 30, 2017)

	YTD Number	Baseline	Baseline Adjustments	Transfers	Initial Baseline	OTD	Total	Net
Administration								
Federal Title IIIB	3BAL16-16	4,531	(b)		4,531		4,531	
Federal Title IIIB	3BAL17-16	13,592	(c)		13,592		13,592	
Federal Title IIIC1	C1AL16-16	5,886	(b)		5,886		5,886	
Federal Title IIIC1	C1AL17-16	17,656	(c)		17,656		17,656	
Federal Title IIIC2	C2AL16-16	3,009	(b)		3,009		3,009	
Federal Title IIIC2	C2AL17-16	9,028	(c)		9,028		9,028	
Federal Title IIIE	3EAL16-16	1,976	(b)		1,976		1,976	
Federal Title IIIE	3EAL17-16	5,929	(c)		5,929		5,929	
General Fund C1	1GAL	108	(a)		108		108	
General Fund C2	2GAL	29	(a)		29		29	
Total Administration		61,744			61,744		61,744	
Funding Summary								
Federal Funds		494,316			494,316		494,316	
General Fund		262,397			262,397		262,397	
Public Health L & C								
Program Fund		3,577			3,577		3,577	
SNF Quality & Accountability		16,991			16,991		16,991	
State Health Facilities								
Citation Penalties								
Account								
Grand Total All Funds		777,701			777,701		777,701	

The maximum amount of Title III-E expenditures allowable for supplemental services is:	6,938
The maximum amount of Title III-E expenditures allowable for Grandparents is:	3,469
The minimum General Fund to be expended for State Match in Title III is:	18,960

CFDA NUMBER	Year	Award #	Award Name
93.04	2016	16AACAT7EA	Older Americans Act Title VII-Allotments for Vulnerable Elder (Major Protective Activities)
93.041	2017	17AACAT7EA	Older Americans Act Title VII-Allotments for Vulnerable Elder (Major Protective Activities)
93.042	2016	16AACAT7OM	Older Americans Act Title VII-Allotments for Vulnerable Elder (Rights Protection Activities)
93.042	2017	17AACAT7OM	Older Americans Act Title VII-Allotments for Vulnerable Elder (Rights Protection Activities)
93.043	2016	16AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.043	2017	17AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2016	16AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2017	17AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2016	16AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2017	17AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2016	16AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2017	17AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2016	16AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2017	17AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.053	2016	16AACANSIP	Older Americans Act Section 311-Nutrition Services (Incentive Program)
93.053	2017	17AACANSIP	Older Americans Act Section 311-Nutrition Services (Incentive Program)

Funds must be expended by 6/30/17 and final expenditures reported in closeout by 7/31/17

(b) Funds must be obligated by 9/30/16 and final expenditures reported in closeout by 7/31/17. The baseline request to be transferred for the project (7/1/16- 9-30/16) is due 5/1/16. These funds may not be carried over into a following year contract

(c) Funds must be reported in closeout by 7/31/17 and may be carried over into the following year contract. The baseline request to be transferred for the project (10/1/16 -6/30/17) is due 5/1/17

Special Terms and Conditions - Exhibit D
AP 16-17 Contract

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. "Agreement" or "Contract" means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget as Identified in Exhibit B, and if applicable, a Work Plan or Budget Narrative, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.
2. "Contractor" means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. "CCR" means California Code of Regulations.
4. "CFR" means Code of Federal Regulations.
5. "Data Universal Numbering System (DUNS) number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.
6. "Cal. Gov. Code" means California Government Code.
7. "OMB" means the federal Office of Management and Budget.
8. "PCC" means the Public Contract Code.
9. "Reimbursable Item" also means "allowable cost" and "compensable item."
10. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
11. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
12. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
13. "USC" means United States Code.
14. "Welf. & Inst. Code" means Welfare and Institutions Code.

**Special Terms and Conditions - Exhibit D
AP 16-17 Contract**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Grant Terms and Conditions.
2. The Older American Act Amendments of 2006 (OAA) as amended and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement.
<http://www.hhs.gov/asfr/orgapps/aboutlog/hhsgps107.pdf>
6. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

**Special Terms and Conditions - Exhibit D
AP 16-17 Contract**

ARTICLE II. ASSURANCES (Continued)

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 to 11139.5, and 22 CCR 98000 *et seq.*, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR 98323 Chapter 182, Statutes of 2006]

3. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 *et seq.*]

4. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State

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ARTICLE II. ASSURANCES (Continued)

determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:

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ARTICLE II. ASSURANCES (Continued)

- a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 276c]
[29 CFR 3]
- b. Davis-Bacon Act. [40 USC 276a to 276a-7] [29 CFR 5]
- c. Contract Work Hours and Safety Standards Act.
[40 USC 327 to 333] [29 CFR 5, 6, 7, 8]
- d. Executive Order 11246 of September 14, 1965, entitled "Equal
Employment Opportunity" as amended by Executive Order 11375
of October 13, 1967, as supplemented in Department of Labor
Regulations. [41 CFR 60]

2. Payments are not permitted for construction, renovation, alteration,
improvement, or repair of privately-owned property which would enhance
the owner's value of such property except where permitted by law and by
CDA.
3. When funding is provided for construction and non-construction activities,
the Contractor must obtain prior written approval from CDA before making
any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with
all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]
2. Clean Water Act, as amended. [33 USC 1251]
3. Federal Water Pollution Control Act, as amended. [33 USC 1251, *et seq.*]
4. Environmental Protection Agency Regulations. [40 CFR, 29] [Executive
Order 11738]
5. Public Contract Code Section 10295.3.

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and
its subcontractors:

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ARTICLE II. ASSURANCES (Continued)

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
 3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
 4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders must also identify the action taken.

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ARTICLE II. ASSURANCES (Continued)

3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement.
2. The Contractor must keep the DUNS number and related updates on the website at <http://fedgov.dnb.com/webform>.
3. The Contractor shall review all DUNS Information to ensure it is up-to-date and the DUNS number status is "active."
4. If CDA cannot access the Contractor's DUNS Information related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.

**Special Terms and Conditions - Exhibit D
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ARTICLE II. ASSURANCES (Continued)

- 3 Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
- 4 Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

- 1 No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2 If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- 3 The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
- 4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
- 5 This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.

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ARTICLE II. ASSURANCES (Continued)

6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX. of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.
- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.

Special Terms and Conditions - Exhibit D
AP 16-17 Contract

ARTICLE V. SUBCONTRACTS (Continued)

- F The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI. of this Exhibit.
- G The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.
- H The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.
- I The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
 - 1. The Request for Proposal or Invitation for Bid.
 - 2. All bid proposals received.
 - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.

- J The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L The Contractor shall refer to 2 CFR 200, Subpart F - Audit Requirements and 45 CFR 75, Subpart F – Audit Requirements in making a determination if a subcontractor relationship

**Special Terms and Conditions - Exhibit D
AP 16-17 Contract**

ARTICLE V. SUBCONTRACTS (Continued)

exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable regulation.

- M. The Contractor shall utilize procurement procedures as follows:
1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
 2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, Memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.

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ARTICLE VI. RECORDS (Continued)

- D In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.
- E Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property meeting all of the following criteria is subject to the reporting requirements:
 - 1. Has a normal useful life of at least one (1) year.
 - 2. Has a unit acquisition cost of at least \$500 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit).
 - 3. Is used to conduct business under this Agreement.
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered

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ARTICLE VII. PROPERTY (Continued)

include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

E. The Contractor shall keep track of property purchased with funds from this Agreement, and submit to CDA annually with the Closeout, in electronic form, a cumulative inventory of all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The Contractor shall use the electronic version of the Report of Property Furnished/Purchased with Agreement Funds (CDA 32) to report property to CDA, unless otherwise directed by CDA.

The Contractor shall record the following information when property is acquired:

1. Date acquired.
2. Item description (Include model number).
3. CDA tag number or other tag identifying it as CDA property.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source.

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall email to CDA the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for

Special Terms and Conditions - Exhibit D
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ARTICLE VII. PROPERTY (Continued)

- disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
- G. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- H. The State reserves title to all State purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
1. For another CDA program providing the same or similar service.
 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

Special Terms and Conditions - Exhibit D
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ARTICLE VII. PROPERTY (Continued)

- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants and, *when applicable*, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its major programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

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ARTICLE X. AUDITS

- A. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521; and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:

California Department of Aging
Attention: Audit Branch
1300 National Drive, Suite 200
Sacramento, California 95834

The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

- B. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
- C. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."
- D. The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

Contract resolution includes:

1. Ensuring that subcontractors expending \$750,000 or more in federal awards during the Subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 - 75.521 as summarized in Section D and E of this Article.

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ARTICLE X. AUDITS (Continued)

2. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
3. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331] [45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).
4. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305 and 45 CFR 75.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E - Cost Principles and 45 CFR Part 75, Subpart E - Cost Principles.

[2 CFR 200.302] [45 CFR 75.302]
5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

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ARTICLE X. AUDITS (Continued)

- 6 Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
- E The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200, Subpart F - Audit Requirements and 45 CFR 75, Subpart F – Audit Requirements requirements:
- 1 Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200.512] [45 CFR 75.512]
 - 2 Properly procured – use procurement standards for auditor selection. [2 CFR 200.509] [45 CFR 75.509]
 - 3 Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514] [45 CFR 75.514]
 - 4 All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515] [45 CFR 75.515]
 - 5 Performed in accordance with provisions applicable to this program as identified in 2 CFR 200, Subpart F Audit Requirements and 45 CFR Part 75, Subpart F – Audit Requirements.
- F Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.
- G The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

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ARTICLE X. AUDITS (Continued)

- H. A reasonably proportionate share of the costs of audits required by, and performed in accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
1. Any costs when audits required by the Single Audit Act, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR 75, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR 75, Subpart F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
 - b. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR 75, Subpart F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425] [45 CFR 75.425]

- I. The Contractor shall cooperate with and participate in any further audits which may be required by the State.

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:

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ARTICLE XI. INSURANCE (Continued)

1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
 3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The Insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.

**Special Terms and Conditions - Exhibit D
AP 16-17 Contract**

ARTICLE XI. INSURANCE (Continued)

2. CDA shall be named as the certificate holder and CDA's address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional Insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.
- I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the

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ARTICLE XII. TERMINATION (Continued)

terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate performance of work under this Agreement, in whole or in part, for cause. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.

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ARTICLE XII. TERMINATION (Continued)

12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

Special Terms and Conditions - Exhibit D
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ARTICLE XII. TERMINATION (Continued)

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail,

Special Terms and Conditions - Exhibit D
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ARTICLE XVI. NOTICES (Continued)

postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.

- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be addressed to the Director of CDA on the Contractor's letterhead.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contract Representative form to CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from CDA's Contracts and Business Services Section.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, (i.e., public, confidential, sensitive and/or personal information) as specified in the State Administrative Manual, § 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06 12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets.

Information assets include (but are not limited to):

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

1. Information collected and/or accessed in the administration of the State programs and services.
2. Information stored in any media form, paper or electronic.

B. Encryption on Portable Computing Devices

The Contractor is required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
2. The Contractor shall protect from unauthorized disclosure, names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor and its subcontractors shall not use the identifying information in paragraph 3 above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

6. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Training/Education

1. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive or confidential information. The Contractor's employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at www.aginfo.ca.gov within thirty (30) days of the start date of the Contract/Agreement or within thirty (30) days of the start date of any new employee, subcontractor or volunteer. The Contractor must maintain certificates of completion on file and provide them to CDA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for completion.
2. The Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. Contractors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.
3. All employees and volunteers who handle personal, sensitive or confidential information relating to CDA's programs must participate in Security Awareness Training.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. The Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

F. Contractor Confidentiality Statement

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA Information assets from unauthorized access and disclosure.

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

G. Security Incident Reporting

A security incident occurs when CDA Information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor must report all security incidents to the appropriate CDA Program Manager immediately upon detection. A Security Incident Report (CDA 1025) form must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

H. Notification of Security Breach to Data Subjects

1. Notice must be given by the Contractor or subcontractors to any data subject whose personal information could have been breached.
2. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or when necessary measures to restore system integrity are required.
3. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

I. Software Maintenance

The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State data may be used.

J. Electronic Backups

The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases and ensure the availability of information assets for continued business. The Contractor shall ensure that any portable electronic media used for backups is encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its subcontractors.

Special Terms and Conditions - Exhibit D
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ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission, or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights In Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses

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ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

[Cal. Gov. Code 11135-11139.5] [22 CCR § 98211, 98310-98314, 98324-98326, 98340, 98370]

A. Needs Assessment

- 1 The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 *et seq.*; 22 CCR 98000 to 98382.

- 2 The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
 - a. Methodologies used.

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ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES
[Cal. Gov. Code 11135-11139.5] [22 CCR § 98211, 98310-98314, 98324-98326, 98340, 98370] (Continued)

- b. The linguistic and cultural needs of non-English speaking or LEP groups.
 - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 98211]
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
- a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 98211]

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ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

[Cal. Gov. Code 11135-11139.5] [22 CCR § 98211, 98310-98314, 98324- 98326, 98340, 98370] (Continued)

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR 98310]

4. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of Individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 *et seq.* [22 CCR 98326]
3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [22 CCR 98211, 98310, 98340]

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ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. General Assurances

The Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. If the Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the Contractor shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards" (procurement by contractors and subcontractors for nonprofit organizations), and 45 CFR 75.327 (procurement for State and local governments), as applicable.
3. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.
4. The Contractor assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
 - a. Not less than three (3) years from the date the Agreement terminates, where the amount of the Agreement, including the non-federal share, does not exceed \$30,000.
 - b. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
 - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.
6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

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ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

- 7 Any agency awarded Title III funds for senior center acquisition or construction will have a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the County Recorder. The Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.
- 8 CDA will make funds available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
- 9 The Contractor and/or Subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA § 373(d).
- 10 An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its subcontractors.
- 11 Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in OAA § 373(b), and distinguished between "caregiver" and "grandparent" support services, as required for NAPIS.
- 12 Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both "family caregiver" and "grandparent caregiver" [OAA § 373(a)-(b)], unless the AAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.
13. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E) and Title VII services.
14. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., the Multipurpose Senior Services Program, etc.) or other caregiver services such as those provided through the Department of Social Services' Kinship Support Service Programs, the California Community Colleges' Foster and Kinship Care Education Programs, the Department of Developmental Services' Regional Centers,

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ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

the California Caregiver Resource Centers and other Title III funded providers.

15. The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

- 93.041 Special Programs for the Aging-Title VII, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3).
- 93.042 Special Programs for the Aging-Title VII, Chapter 2 – Long-Term Care Ombudsman Services for Older Individuals (Title VII-A).
- 93.043 Special Programs for the Aging-Title III, Part D – Disease Prevention and Health Promotion Services (Title III-D).
- 93.044 Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III-B).
- 93.045 Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III-C).
- 93.052 National Family Caregiver Support Program-Title III, Part E.
- 93.053 Nutrition Services Incentive Program.

"Cluster of programs" means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its subcontractors that meet the definition of "cluster of programs." When designating an "other cluster," a state shall identify the federal awards included in the cluster and advise the subcontractors of

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ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.

16. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:
- a. The Contractor or any subcontractors for any Title III or Title VII A services shall not use means tests.
 - b. Any Title III or Title VII A client that does not contribute toward the cost of the services received shall not be denied services.
 - c. Methods used to solicit voluntary contributions for Title III and Title VII A services shall be non-coercive.
 - d. Each service provider will:
 - (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
 - (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
 - (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and
 - (iv) Establish appropriate procedures to safeguard and account for all contributions.
17. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by CDA.
18. The Contractor shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local

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ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

5. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA § 712(h)(5)(B)] [45 CFR 1327.13(c)(3)] [Welf. & Inst. Code § 9719(a)]
6. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized. [OAA §§ 705(a)(6)(C); 712(d)(2)] [45 CFR 1327.11(e)(3); 1327.19(b)(6-9)] [Welf. & Inst. Code § 9725]
7. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA § 712(h)(7)] [45 CFR 1327.13(h)(10)] [Welf. & Inst. Code § 9717(c)] [Statewide Standards for Legal Assistance in California]
8. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program. [45 CFR 1327.13(f)]
9. The Local Ombudsman Program Coordinator shall provide CDA with an organizational chart that includes:
 - a. All local staff that are wholly or partly funded by Ombudsman Program resources.
 - b. Their titles/roles within the Program.
 - c. The number of hours per week charged to the Local Ombudsman Program for each position.
10. The Coordinator shall inform CDA of any staffing changes. [45 CFR 1327.13(b)]

Additional Provisions - Exhibit E
AP 16-17 Contract

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

11. The Local Ombudsman Program Coordinator shall inform CDA/OSLTCO of issues with local Ombudsman Representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues.
12. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records.
[OAA § 705(a)(6)(C)] [45 CFR 1327.19(b)(2)(i)]
[Welf. & Inst. Code §§ 9725; 15633(c)]
13. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from CDA. [OAA § 712(c)]
[45 CFR 1327.13(d)] [Welf. & Inst. Code § 9716(a)]
14. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of resident complaints.

C. Assurances Specific to Legal Service Providers (LSPs)

In accordance with OAA § 731, the Contractor shall assure that the following conditions are met:

- 1 LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.
- 2 LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.
- 3 Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
- 4 LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.

Additional Provisions - Exhibit E
AP 16-17 Contract

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

and State governments, and any other institutions that have responsibility for disaster relief service delivery.

19. The Contractor, at a minimum, shall identify and make contact with its local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the types of clients served by the AAA and how OES will address their needs in the community.
20. The Contractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CDA Disaster Coordinator.
21. The Contractor shall assure that its Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR § 7547, the training shall consist of:
 - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
 - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
 - c. Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.
22. The Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.
23. The Contractor shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.
24. The Contractor shall annually assess each Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J)] [OAA § 207(a)(3)]
25. The Contractor shall assure that the following publication conditions are met:

Materials published or transferred by the Contractor and financed with funds under this Agreement shall:

**Additional Provisions - Exhibit E
AP 16-17 Contract**

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

- a. state, "The materials or product were a result of a project funded by a contract with the California Department of Aging".
- b. give the name of the entity, the address, and telephone number at which the supporting data is available and
- c. include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

B. Assurances Specific to the Ombudsman Program

The Contractor shall assure the following:

1. The Local Ombudsman Program, representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate family shall be free of actual and perceived conflicts of interest. [45 CFR 1327.21]
2. Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long-term care facilities and long-term care facility residents between the hours of 7:00 a.m. and 10:00 p.m., seven days a week. [OAA § 712(b)(1)(A)] [Welf. & Inst. Code § 9722(a)] [22 CCR 8020(a)]. Authorization by the State Ombudsman is required for entry outside of these hours. [Welf. & Inst. Code § 9722(a)] [22 CCR 8020(b)]
3. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent, or when authorized by the State Ombudsman, in accordance with policies developed by the State Ombudsman. [OAA § 712(b)(1)(B)] [45 CFR 1327.11(e)(2)(iv)] [Welf. & Inst. Code § 9724]
4. Representatives of the Local Ombudsman Program, upon request to a long-term care facility staff, shall be provided with a roster, census, or other list of the names and room numbers or room locations of all current residents. [Welf. & Inst. Code § 9722(d)]

Additional Provisions - Exhibit E
AP 16-17 Contract

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.
6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.
7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.
8. LSPs are to use the Uniform Reporting System revised by CDA in July 2013 to collect data on legal services provided.
9. Waiver of this section of the Contract may be obtained from CDA pursuant to Exhibit D, Article XV. of this Agreement entitled, Amendments, Revisions, or Modifications.

ARTICLE II. REPORTING PROVISIONS

- A. The Contractor shall submit program performance reports to the CDA Data Team for: Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII Elder Abuse Prevention Programs in accordance with CDA requirements.
[Welf. & Inst. Code § 9102 (a)(5)]
- B. The Contractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.
 1. Quarterly, the Contractor shall submit data reports for OAA-funded programs as follows:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

Additional Provisions - Exhibit E
AP 16-17 Contract

ARTICLE II. REPORTING PROVISIONS (Continued)

2. Annually, the Contractor shall submit performance reports as follows, or as instructed by CDA:

Reporting Period	Due Date
July 1 – June 30	September 30

3. For reports that will be submitted late, ten (10) calendar days prior to the report due date, the Contractor shall submit to the Data Team (DataTeam.Reports@aging.ca.gov), a written explanation including the reasons for the delay and the estimated date of submission.
4. For web-based California Aging Report System (CARS) reports, the Contractor shall approve all data within ten (10) calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within ten (10) days, the Contractor will make a notation in the comments area of the CARS report and submit the data using the approved status button.

C Reporting Requirements specific to Title III B, Title III C-1, Title III C-2, Title III D, Title III E and Title VII & Elder Abuse Prevention Program services

The Contractor shall submit program data reports electronically as follows:

1. Upload the NAPIS State Program Report (SPR) to CARS at <https://ca.getcare.com>.
2. Submit the California Legal Services Quarterly Aggregate Report Form (CDA 1022) via email to DataTeam.Reports@aging.ca.gov.
3. Submit performance data reports quarterly.
4. Submit NAPIS SPR reports annually.

D The Contractor shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report in accordance with CDA requirements.

1. The Contractor shall, in accordance with CDA requirements, correct and/or explain all logic and questionable errors in the Annual Data Error Report.

Additional Provisions - Exhibit E
AP 16-17 Contract

ARTICLE II. REPORTING PROVISIONS (Continued)

- a. The Contractor shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via email to DataTeam.Reports@aging.ca.gov.
 - b. The Annual Data Error Reports are due to CDA by a date specified by CDA, which can vary from year to year.
2. The Contractor shall review and verify all quarterly and annual NAPIS SPR and CDA 1022 data for accuracy and make necessary corrections, in accordance with CDA requirements.

E. Reporting Provisions Specific to the Ombudsman Program

The Contractor shall take the following actions, or shall require its Subcontractor, the Local Ombudsman Program, to enter data into the Internet-based NORS utilizing software provided by CDA, as required. NORS data entry must be timely, complete, accurate, and verifiable.

1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter (i.e., October 31, January 31, April 30, and July 31) with copies of the aggregate data sent to the corresponding AAA.
2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the OSLTCO mailbox (stateomb@aging.ca.gov) with a copy to the AAA.

F. The Contractor shall have written reporting procedures specific to each program which include:

1. Collection and reporting of program data for the Contractor and Subcontractor.
2. Ensuring accuracy of all data from the Contractor and Subcontractor.
3. Verification of the Contractor and Subcontractor data prior to submission to the CDA Data Team.
4. Procedures for the Contractor and Subcontractor on correcting data errors.

Additional Provisions - Exhibit E
AP 16-17 Contract

ARTICLE II. REPORTING PROVISIONS (Continued)

- 5. A methodology for calculating and reporting:
 - a. Total estimated unduplicated clients in each non-registered service.
 - b. Total estimated unduplicated clients in all non-registered services.
 - c. Total estimated unduplicated clients across all registered and non-registered services.
- 6. A performance data monitoring process.
- G The Contractor shall orient and train staff and Subcontractor staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned, prolonged absences to ensure timely and accurate submission of data.

H Reporting Provisions Specific to Title VII A, Chapter 3 Elder Abuse Prevention

- 1 The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037) to the OSLTCO Program mailbox (statesomb@aging.nh.gov) on the following reporting due dates:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

- 2 The Contractor shall also enter the quarterly aggregate number of "Elder Abuse Prevention, Education and Training Sessions" and "Elder Abuse Prevention Educational Materials" into CARS on a quarterly basis.
- 3 The Contractor shall also report in CARS the total Elder Abuse Prevention, Education and Training sessions and Elder Abuse Prevention, Education Materials from the Elder Abuse Prevention Quarterly Activity Report.

ARTICLE III. APPEAL PROCESS

- A The Contractor may appeal an adverse determination as defined in 22 CCR 7702 using the appeal process established by CDA in 22 CCR 7700 through 7710.

**Additional Provisions - Exhibit E
AP 16-17 Contract**

ARTICLE III. APPEAL PROCESS (Continued)

Such appeal shall be filed within thirty (30) days of receipt of CDA's notice of adverse determination.

- B Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to Title III and Title VII programs using the appeal process established in 22 CCR 7700 to 7710.
- C Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W&I § 9535(k), and as specified in the procurement documents and contracts of the Contractor.
- D. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE IV. TRANSITION PLAN

- A. The Contractor shall submit a transition plan to the State within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII. of this Agreement) for a service funded either by Title III or Title VII. The transition plan must be approved by the State and shall at a minimum include the following:
 - 1. A description of how clients will be notified about the change in their service provider.
 - 2. A plan to communicate with other organizations that can assist in locating alternative services.
 - 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
 - 4. A plan to evaluate clients in order to assure appropriate placement.
 - 5. A plan to transfer any confidential medical and client records to a new contractor.
 - 6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
 - 7. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]
 - 8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.

Additional Provisions - Exhibit E
AP 16-17 Contract

ARTICLE IV. TRANSITION PLAN (Continued)

9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. The Contractor shall implement the transition plan as approved by the State. The State will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required by Exhibit D, Article XII. of this Agreement, the Contractor will implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM

A. Transition of Local Ombudsman Services

1. The Contractor shall, upon receipt of notice of intent to terminate Ombudsman services by the subcontractor, notify CDA in writing, within one (1) working day of the receipt of the notice.
2. The Contractor shall, upon notice of termination, implement one of the following options to ensure continuity of Ombudsman services in accordance with federal and State mandates:
 - a. Continue the provision of mandated Ombudsman services as a subcontract with a provider selected in response to a Request for Proposal (RFP). CDA shall allow the Contractor up to one hundred eighty (180) days to transition services to a new subcontractor.
 - b. Continue the provision of mandated Ombudsman services as a direct service of the Contractor. CDA shall allow the Contractor up to one hundred eighty (180) days to transition services from the Subcontractor to the Contractor.

B. Transition Plan

1. The Contractor shall submit a Transition Plan to CDA within fifteen (15) days from the occurrence of any of the following:
 - a. The Contractor's receipt of written notice of the Subcontractor's intent to terminate Ombudsman services.
 - b. The Contractor's written notice to the Subcontractor of its intent to terminate the subcontract for Ombudsman services.

Additional Provisions - Exhibit E
AP 16-17 Contract

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)

- c. The Contractor's receipt of written notice of CDA's intent to terminate the Contract for Ombudsman services.
- d. The Transition Plan shall be submitted to:

CDA OSLTCO
1300 National Drive, Suite 200
Sacramento, CA 95834
Attn: State Ombudsman

- 2. The Contractor shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:
 - a. Continue the mandated Ombudsman provisions as a direct service of the Contractor, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program.
 - b. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to an RFP requiring the utilization of experienced State Certified Ombudsman Representatives, and designated by the State Ombudsman to carry out Ombudsman duties with respect to the PSA.
- 3. The Transition Plan shall, at a minimum, include the following:
 - a. Details of how the Contractor shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program.
 - b. Details of how the Contractor shall notify all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services.

Additional Provisions - Exhibit E
AP 16-17 Contract

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)

- c. Details of how the Contractor shall deliver to the subsequent Local Ombudsman Program, a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training.
 - d. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients' records at the point of transfer to ensure timely continuation of Ombudsman services.
 - e. A description of how residents and their families will be notified about the changes in their Ombudsman services provider.
- C. The Contractor shall implement the Transition Plan as approved by the CDA. The CDA will monitor the Contractor's progress in carrying out all elements of the Transition Plan.
- D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by the CDA to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subcontractor or from a neighboring Local Ombudsman Program.

CERTIFICATION

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.

CONTRACTOR/VENDOR NAME:
County of Inyo

CONTRACT NUMBER:
AP-1617-16

AUTHORIZED SIGNATURE:

PRINTED NAME AND TITLE OF PERSON SIGNING:
Jeff Griffiths, Chairperson

In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:

- confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- all access codes which allow access to confidential information will be properly safeguarded.
- activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report, CDA 1025.
- any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and Health Insurance Portability and Accountability Act.
- any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- all employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. Contractor/Vendor may substitute CDA's Security Awareness Training program with its Security Training provided such training meets or exceeds CDA's training requirement.
- all employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.
- CDA or its designee will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract.

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CDA 1024 (REV 1/07)

- I agree to protect the following types of confidential information which include but not limited to:

- Social Security number
- Medical Information
- Claimant and employer information
- Driver License information
- Information about individuals that relate to their personal life or identifies or describes an individual
- Other agencies' confidential and proprietary information
- Criteria used for initiating audit selection
- Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.)
- Any other information that is considered proprietary, a copyright or otherwise protected by law or contract.

- I agree to protect confidential information by:

- Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties
- Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason
- Securing confidential information in approved locations
- Never removing confidential information from the work site without authorization.

CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

GL1-6121 AI

CERTIFICATE OF COVERAGE

12/01/2016

CSAC Excess Insurance Authority

C/O ALLIANT INSURANCE SERVICES, INC.
 PO BOX 6450
 NEWPORT BEACH, CA 92658-6450
 PHONE (949) 756-0271 / FAX (619) 699-0901
 LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED **A - CSAC Excess Insurance Authority**

Member:
 MONO COUNTY
 P.O. BOX 696
 BRIDGEPORT, CA 93517-0696

COVERAGE AFFORDED **B**

COVERAGE AFFORDED **C**

COVERAGE AFFORDED **D**

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> General Liability	EIA 16 EL-48	07/01/2016	07/01/2017	\$1,000,000
	<input checked="" type="checkbox"/> Excess Auto Liability				\$1,000,000
					Limits Inclusive of the Member's Self-Insured Retention of \$100,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT BETWEEN MONO COUNTY SOCIAL SERVICES AND INYO COUNTY FOR PROVIDING COMMUNITY-BASED SENIOR SERVICES: HOME DELIVERED MEALS, CONGREGATE MEALS, TRANSPORTATION AND ASSISTED TRANSPORTATION WITHIN MONO COUNTY, ACCORDING TO THE REQUIREMENTS OF THE OLDER AMERICANS ACT AND APPLICABLE FEDERAL AND STATE REGULATORY STANDARDS.

INYO COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INsofar AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

THIS COVERAGE SHALL BE PRIMARY AND NO OTHER INSURANCE SHALL CONTRIBUTE. THE AUTHORITY WAIVES ITS RIGHTS OF SUBROGATION AGAINST THE ADDITIONAL COVERED PARTIES. PURSUANT TO ENDORSEMENT NUMBERS U-9 AND U-10.

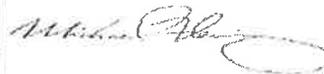
Certificate Holder

INYO COUNTY
 HEALTH & HUMAN SERVICES DEPARTMENT
 P.O. DRAWER H
 INDEPENDENCE, CA 93526

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS

AUTHORIZED REPRESENTATIVE



ENDORSEMENT NO. U-1

CSAC EXCESS INSURANCE AUTHORITY
GENERAL LIABILITY I

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "Covered Party, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase the Authority's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: _____

Memorandum No.: PER ATTACHED CERTIFICATE OF COVERAGE

Issue Date: June 24, 2016



Authorized Representative
CSAC Excess Insurance Authority

ENDORSEMENT NO. U-9

**CSAC EXCESS INSURANCE AUTHORITY
GENERAL LIABILITY I**

AMENDATORY ENDORSEMENT - WAIVER OF SUBROGATION

It is understood and agreed that Condition 8. SUBROGATION, of the Memorandum to which it is attached, is deleted in its entirety and replaced by the following:

8. SUBROGATION

The Authority shall be subrogated to the extent of any payment hereunder to all the **covered party's** rights of recovery therefore; and the **covered party** shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

Any interest (including the **covered party's**) having paid an amount in excess of the self-insured retention, plus the limit of liability, hereunder shall be reimbursed first to the extent of actual payment. The Authority shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the **covered party**. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Authority, it shall bear the expenses thereof.

Notwithstanding the above, the Authority waives its rights of subrogation against any person or organization with whom the **covered party** has entered into a written agreement that includes a waiver of subrogation, but only if the agreement is in effect before the injury, damage or liability occurs.

It is further agreed that nothing herein shall act to increase the Authority's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date:

Memorandum No.: EIA 16 EL-00

Issued to: ALL MEMBERS

Issue Date: June 24, 2016


Authorized Representative
CSAC Excess Insurance Authority

ENDORSEMENT NO. U-10

**CSAC EXCESS INSURANCE AUTHORITY
GENERAL LIABILITY I**

AMENDATORY ENDORSEMENT-PRIMARY/NON-CONTRIBUTORY

It is understood and agreed that Condition 7. OTHER COVERAGE, of the Memorandum to which it is attached, is deleted in its entirety and replaced by the following:

7. OTHER COVERAGE

If collectible insurance with an insurer is available to the **covered party** covering a loss also covered hereunder (whether on a primary, excess or contingent basis), the coverage hereunder shall be in excess of, and shall not contribute with, such insurance; provided that this clause does not apply with respect to excess insurance purchased specifically to be in excess of this Memorandum, or to insurance or reinsurance which is intended to provide the remainder of the limit of liability stated in the Declarations of this Memorandum when the coverage afforded under this Memorandum provides less than 100 percent of the limit set forth in the Declarations. However, if the **covered party** has entered into a written agreement, prior to any loss event, in which it is agreed that this coverage shall be primary and/or non-contributory with respect to an additional **covered party** as specified in Endorsement U-1 of this Memorandum, then this coverage shall respond as primary and/or non-contributory, but shall be limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by the written agreement.

Notwithstanding the foregoing paragraph, if, because of liability arising out of or in connection with the operation of any clinic or established health care facility, coverage for **damages** is available under this Memorandum and under the Authority's Medical Malpractice Program, it shall be conclusively presumed that the coverage afforded under the Medical Malpractice Program shall be primary and any coverage available under this Memorandum shall be excess only. For claims to which this provision applies, the exhaustion of the Authority's limit of liability under the Medical Malpractice Program will satisfy the **covered party's** self-insured retention under this Memorandum.

Coverage for the additional **covered party** under this endorsement is limited to the written contract or agreement as specified on the Certificate of Coverage and Endorsement U-1 of this Memorandum.

It is further agreed that nothing herein shall act to increase the Authority's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date:

Memorandum No.: EIA 16 EL-00

Issued to: ALL MEMBERS

Issue Date: June 24, 2016


Authorized Representative
CSAC Excess Insurance Authority

CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

GL1-6123 CO

CERTIFICATE OF COVERAGE

12/01/2016

CSAC Excess Insurance Authority

C/O ALLIANT INSURANCE SERVICES, INC.
 PO BOX 6450
 NEWPORT BEACH, CA 92658-6450
 PHONE (949) 756-0271 / FAX (619) 699-0901
 LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED **A - CSAC Excess Insurance Authority**

Member:
 MONO COUNTY
 P.O. BOX 696
 BRIDGEPORT, CA 93517-0696

COVERAGE AFFORDED **B**

COVERAGE AFFORDED **C**

COVERAGE AFFORDED **D**

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> General Liability	EIA 16 EL-48	07/01/2016	07/01/2017	\$1,000,000 Limits Inclusive of the Member's Self-Insured Retention of \$100,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT BETWEEN MONO COUNTY SOCIAL SERVICES AND INYO COUNTY FOR PROVIDING COMMUNITY-BASED SENIOR SERVICES. COVERAGE INCLUDES ERRORS AND OMISSIONS.

Certificate Holder

INYO COUNTY
 HEALTH & HUMAN SERVICES DEPARTMENT
 P.O. DRAWER H
 INDEPENDENCE, CA 93526

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS

AUTHORIZED REPRESENTATIVE



CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

WC-2535	CERTIFICATE OF COVERAGE	12/01/2016
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CSAC Excess Insurance Authority

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450
 PHONE (949) 756-0271 / FAX (619) 699-0901
 LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY: **A - See attached schedule of insurers**

Member:
 MONO COUNTY
 P.O. BOX 696
 BRIDGEPORT, CA 93517-0696

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2016	07/01/2017	WORKERS' COMPENSATION: Difference between Statutory and Member's \$300,000 Retention EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's Retention

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT BETWEEN MONO COUNTY AND INYO COUNTY FOR PROVIDING SENIOR SERVICES.

THE AUTHORITY WAIVES ITS RIGHTS OF SUBROGATION AGAINST INYO COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES. PURSUANT TO ENDORSEMENT NUMBER U-4.

Certificate Holder

INYO COUNTY
 HEALTH & HUMAN SERVICES DEPARTMENT
 P.O. DRAWER H
 INDEPENDENCE, CA 93526

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.

AUTHORIZED REPRESENTATIVE



CSAC EXCESS INSURANCE AUTHORITY

ENDORSEMENT NO. U-4

**CSAC EXCESS INSURANCE AUTHORITY
EXCESS WORKERS' COMPENSATION**

WAIVER OF SUBROGATION ENDORSEMENT

It is understood and agreed that Section VIII. **SUBROGATION** of the **CONDITIONS** section of the Memorandum of Coverage is deleted in its entirety and replaced by the following:

VIII. **SUBROGATION**: In the event of any payment under this Memorandum, the Authority shall be subrogated, to the extent of such payment, to all the **Covered Party's** rights of recovery therefore, and the **Covered Party** shall execute all papers required and shall do everything that may be necessary to secure such rights. Any amount recovered as a result of such proceedings, together with all expenses necessary to the recovery of any such amount shall be apportioned as follows: The Authority shall first be reimbursed to the extent of its actual payment hereunder. If any balance then remains, said balance shall be applied to reimburse the **Covered Party**. The expenses of all proceedings necessary to the recovery of such amount shall be apportioned between the **Covered Party** and the Authority in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on the initiative of the Authority, the expenses thereof shall be borne by the Authority.

However, in the event of any loss payment under this Memorandum for which you have waived the right of recovery in a written contract entered into prior to the loss, we hereby agree to also waive our right of recovery but only with respect to such loss.

It is further agreed that nothing herein shall act to increase the Authority's limit of indemnity.

This endorsement is part of the Memorandum of Coverage and takes effect on the effective date of the Memorandum of Coverage unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date:

Memorandum No.:

EIA 16 EWC-00

Issued to: ALL MEMBERS

Issue Date: June 24, 2016


Authorized Representative
CSAC Excess Insurance Authority

**CSAC EXCESS INSURANCE AUTHORITY
 EXCESS WORKERS' COMPENSATION PROGRAM
 2016/2017 SCHEDULE OF INSURERS
 Mono County**

PROVIDER	MEMORANDUM/POLICY NUMBER	LIMIT
CSAC Excess Insurance Authority	EIA 16 EWC-11	Workers' Compensation: \$50,000,000 each accident/each employee for disease (Difference between \$50,000,000 and the individual member's retention) Employers' Liability: \$5,000,000 each accident/each employee for disease (Difference between \$5,000,000 and the individual member's retention)
Liberty Insurance Corporation	EW7-641-444785-016	Statutory -- each accident/ each employee for disease excess of \$50,000,000

**BOARD OF SUPERVISORS
COUNTY OF MONO
P.O. BOX 715, BRIDGEPORT, CA 93517**

*Shannon Kendall
760-932-5533
skendall@mono.ca.gov
Acting Clerk of the Board*

**REGULAR MEETING of
December 13, 2016**

**MINUTE ORDER
M16-246
Agenda Item #7a**

TO: Social Services

SUBJECT: Agreement with Inyo County for Senior Services

Approve County to enter into the proposed contract and authorize the Mono County Administrative Officer to execute said contract on behalf of the County. Provide any desired direction to staff.

Alpers moved; Johnston seconded

Vote: 4 yes; 0 no; Absent: Fesko



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2017

Departments: Community Development

TIME REQUIRED

SUBJECT Ormat/USGS Hydrologic Monitoring
Funding

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed Ormat and USGS contracts pertaining to funding ongoing hydrologic monitoring in the Long Valley Caldera.

RECOMMENDED ACTION:

Approve County entry into proposed contracts and authorize Director of Community Development to execute said contracts on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

No fiscal impact. Ormat will fund all monitoring activities in the 2018 USGS Joint Funding Agreement.

CONTACT NAME: Nick Criss

PHONE/EMAIL: 7609141419 / ncriss@mono.ca.gov

SEND COPIES TO:

Nick Criss

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Ormat and USGS funding agreements

History

Time	Who	Approval
11/30/2017 6:02 AM	County Administrative Office	Yes
11/29/2017 2:22 PM	County Counsel	Yes

11/29/2017 8:30 AM

Finance

Yes

Mono County Community Development Department

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
www.monocounty.ca.gov

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

December 5, 2017

To: Board of Supervisors

From: Nick Criss, Code Enforcement Officer
Scott Burns, Director

Re: LONG VALLEY HYDROLOGIC MONITORING FUNDING AGREEMENTS

Recommendation

Authorize Community Development Director to sign the United States Geological Survey (USGS) Joint Funding Agreement (JFA) 18WSCA600095610 and the 2018 agreement with ORMAT to fund the Long Valley hydrologic monitoring program for fiscal year 2018.

Fiscal Impact

None. The proposed agreement commits Ormat to fund the \$415,850 USGS well monitoring program for fiscal year 2018.

Discussion

Use Permits for the existing geothermal plant and approved replacement plant require that the operator (Ormat) fund the Hydrologic Resource Monitoring Program to monitor baseline conditions and detect changes in the existing hydrothermal reservoir pressures and shallow water aquifer levels. Via a joint funding agreement with Mono County, with a companion agreement obligating funding by Ormat, the USGS has been primarily responsible for implementation of the monitoring plan. The proposed agreements continue the required monitoring program, with all costs borne by Ormat.

Attachments

- Ormat 2018 Agreement
- USGS Joint Funding Agreement 18WSCA600095610

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND ORMAT NEVADA INC. PROVIDING FOR REIMBURSEMENT
OF COSTS OF USGS JOINT FUNDING AGREEMENT NO.
18WSCA600095610**

THIS AGREEMENT is made and entered into between the County of Mono, a political subdivision of the State of California, hereinafter referred to as the "County," and Ormat Nevada Inc., a corporation organized under the laws of the Delaware, hereinafter referred to as "Ormat".

WHEREAS, conditions of approval D.9 and D.11 of Mono County Use Permit OIE-02-86 for the Mammoth Pacific (MP) II power plant require that the owner (Ormat) participate in the monitoring plan (the "Program") of the Long Valley Hydrologic Advisory Committee (LVHAC) and fund the costs associated with implementation of the Program; and

WHEREAS, in September of 2017, the U.S. Geological Survey (USGS) provided the County with a funding agreement for the period of November 1, 2017 through October 31, 2018 (Agreement #18WSCA600095610, see "Exhibit A" attached hereto and incorporated by this reference), for data collection associated with hydrologic monitoring (the "2017-18 Funding Agreement"); and

WHEREAS, the County and Ormat wish to set forth their mutual agreement regarding the reimbursement of County by Ormat for costs charged to County pursuant to the 2017-18 Funding Agreement;

NOW, THEREFORE, the County and Ormat, in consideration of the mutual benefits, promises, covenants, terms, and conditions hereinafter contained, agree as follows:

1. County agrees to make payment to USGS in accordance with the terms of the 2017-18 Funding Agreement, including any modifications to the 2017-18 Funding Agreement made in accordance with paragraph 2(d) thereof; provided, however, that County shall not agree to an increased payment pursuant to paragraph 2(d) without the prior written consent of Ormat."

2. Ormat agrees to reimburse County, within 30 working days of receipt of a detailed written invoice or request as set forth below, the total amount expended by County under paragraph 1.

A. Written invoices or requests for reimbursement shall be emailed to:

Cheryl Eanes
Compliance Specialist
PO Box 1584
Mammoth Lakes, CA 93546
ceanes@ormat.com

B. Reimbursement shall be sent to:

Mono County
Attn: Megan Mahaffey
PO Box 347
Mammoth Lakes, CA 93546

3. **Term.** The term of this Agreement shall be coterminous with the term of the 2017-18 Funding Agreement, including any extensions thereto agreed to by County and USGS.

4. **Amendments.** No alteration or variation in the terms of this Agreement shall be valid or binding unless made in writing and signed by the parties hereto.

5. **Hold harmless.** Ormat shall defend, indemnify and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement, or the Funding Agreement by Ormat, USGS, or their agents, officers, or employees. This obligation applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use, caused or alleged to be caused in whole or in part by any act or omission of Ormat, USGS, or their agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

County of Mono:

Attn: Nick Criss
P.O. Box 347
Mammoth Lakes, CA 93546

Ormat:

Attn: Steve Henrickson
Manager, Business Development
6225 Neil Road
Reno, NV 89511

7. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the 2017-18 Funding Agreement, and no representations, inducements, promises, or agreements otherwise between the parties not embodied or referenced herein, shall be of any force or effect.

IN WITNESS THEREOF, the County and Ormat have executed this Agreement on the 1st day of Nov, 2017.

ORMAT NEVADA INC:

MONO COUNTY:

By:  _____

By: _____

APPROVED BY RISK MANAGEMENT:

APPROVED AS TO FORM:

COUNTY COUNSEL

Exhibit A

USGS AGREEMENT 18WSCA600095610

See Attached



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
California Water Science Center
6000 J Street, Placer Hall
Sacramento, CA 95819
(916) 278-3000 Fax (916) 278-3070
<http://water.wr.usgs.gov>

September 26, 2017

Mr. Scott Burns, Director
Mono County Community Development Department
Post Office Box 347
Mammoth Lakes, California 93546

Dear Mr. Burns:

This letter confirms discussions between our respective staffs, concerning the cooperative water resources program between Mono County Community Development Department (Mono County) and the U.S. Geological Survey (USGS), during the period November 1, 2017 to October 31, 2018.

A brief description of the proposed program for this period follows:

Baseline Hydrologic Data Collection Program

I. Surface water discharge and water-quality measurements

- A. Discharge measurements will be made and water samples collected quarterly at two sites on Mammoth Creek (stations 10265130 and 10265143). Annual (April) water samples will be analyzed for major ions, nutrients, arsenic, boron, fluoride, and lithium. Field measurements of water temperature, specific conductance, pH, and alkalinity will be made at the time of sampling. Quarterly (January, April, July, and October) water samples will be analyzed for dissolved chloride and boron concentrations; field measurements of water temperature and specific conductance will be made.

New in FY18 (as mandated by the BLM Groundwater Monitoring and Response Plan (GMRP) is the addition of two surface water discharge and water-quality sites (Mammoth Creek at Twin Falls and Mammoth Creel at Old Mammoth Road). Annual (July) water samples will be analyzed for major ions, nutrients, arsenic, boron, fluoride, and lithium. Field measurements of water temperature, specific conductance, pH, and alkalinity will be made at the time of sampling.

- B. Discharge measurements will be made quarterly at Hot Creek above Gorge Geysers near Mammoth Lakes (station 10265147).
- C. Discharge measurements will be made quarterly at the Hot Creek flume (station 10265150) near Mammoth Lakes and the calibration of the specific conductance probe will be checked. Continuous records of discharge and specific conductance are computed.
- D. Water quality samples will be collected quarterly at stations 10265147 (HCA) and 10265150 (HCF). The samples will be analyzed for dissolved chloride and boron concentrations and the data will be used to estimate thermal spring discharge in Hot Creek Gorge.

II. Spring flow and water-quality measurements

- A. Continuous stage and water temperature measurements will be recorded at the Fish Hatchery Spring groups, AB, CD, and H-2, 3. Stage will be used to compute daily mean flow rates. Discharge ratings will be confirmed by making meter measurements as required. Water samples will be collected annually (January) at spring groups AB, CD, and H-2, 3, these will be analyzed for major ions, nutrients, arsenic, boron, fluoride, and lithium. Field measurements of water temperature, specific conductance, pH, and alkalinity will be made at the time of sampling. Quarterly (January, April, July, and October) water samples will be collected at AB and CD - these samples will be analyzed for dissolved chloride and boron and field measurements of specific conductance and water temperature will be made.
- B. Water samples from a thermal spring in Hot Creek gorge will be collected and analyzed quarterly for dissolved boron, chloride, water temperature, and specific conductance.

III. Ground-water levels, water-quality measurements, well-bore temperature logs

- A. Quarterly ground-water level measurements will be made in eight wells CH10B (373930118491602), LV-19 (373754118501701), SC-1 (373745118554401), SC-2 (373745118554402), 14A-25_1 (373927118571701), 14A-25_2 (373927118571702), 28A-25_1 (373904118570701), and 28A-25_2 (373904118570702) to calibrate the water level transducers. Daily values (median) of water level depth below land surface will be computed from hourly data (LV-19, SC-1, and SC-2) and ten minute data (CH10B, 14A-25, and 28A-25).

New in FY18 is the addition of well BLM-1 (600-ft-deep dual-piezometer monitoring well at the RV Park) and well 28-25 (2000-ft-deep monitoring well near Shady Rest Park).

- B. Water quality samples will be collected quarterly at two Ormat geothermal production wells (57-25 and 66-25), the four existing monitoring wells (14A-25_1, 14A-25_2, 28A-25_1, and 28A-25_2), and the two new monitoring wells (BLM-1 and 28-25). The samples will be analyzed for a broad suite of constituents that will be used to assess for potential mixing of cold and geothermal waters.
- C. Quarterly water temperature logs (vertical profiles) will be made in the two existing wells (14-25A_1 and 28-25A_1) and the two new monitoring wells (BLM-1 and 28-25). The high-resolution time-series temperature data will be plotted to track potential changes over time. The data will be available on request.
- D. In addition to the new data collection activities in FY18, described above, the USGS will be constructing gage shelters at the new monitoring wells (BLM-1 and 28-25) and instrumenting those wells with data collection and real-time telemetry platforms. This will be a one-time cost in FY18.

IV. Precipitation data

Daily precipitation records provided by the U. S. Forest Service (USFS) for a site near the Mammoth Ranger Station in Mammoth Lakes will be tabulated for monthly and annual totals.

Mr. Scott Burns, Director, Mono County Community Development Department

V. Methods

Field data collection will be carried out following the methods outlined in the USGS Techniques of Water Resources Investigation Series and USGS National Field Manual. Laboratory analyses of water samples will be done at the USGS National Water Quality Laboratory in Denver, Colorado; the USGS Stable Isotope Lab in Reston, Virginia; and the Eurofins Eaton Lab in Monrovia, California.

VI. Reporting

Biannual data summaries, of the above described data, will be provided to the Long Valley Hydrologic Advisory Committee (LVHAC). All data collected under this agreement will be entered into the USGS National Water Information System (NWIS) database, where it is publicly available.

VII. Meetings

Jim Howle, of our staff, will attend up to two meetings of the LVHAC and be available to discuss the hydrologic data related to the above described monitoring program.

The proposed funding for this agreement is \$441,380.00. Of this total cost the Mono County will contribute \$414,580.00 and, subject to the availability of cooperative matching funds, the USGS will contribute \$26,800.00.

Enclosed are two originals of Joint Funding Agreement (JFA) 18WSCA600095610, signed by our agency, for your approval. If you are in agreement with this proposed program, please return one fully executed JFA to our office. Work performed with funds from this agreement will be conducted on a fixed-price basis. Billing for this agreement will be rendered quarterly.

The USGS is required to have an agreement in place prior to any work being performed on a project. We request that a fully executed JFA be returned prior to October 12, 2017.

If you have any questions concerning this program, please contact Jim Howle, in our Truckee field office, at (530) 587-0910 x2017. If you have any administrative questions, please contact Irene Rios, in our San Diego Office, at (619) 225-6156.

Sincerely,



Eric G. Reichard
Director, USGS California Water Science Center

Enclosures

cc: Jim Howle, USGS CAWSC

Form 9-1366
(April 2015)

**U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY**

JOINT FUNDING AGREEMENT

Customer #: 600000956
Agreement #: 18WSCA600095610
Project #: ZG009GE
TIN #: 95-6005661
Fixed Cost Agreement YES

FOR
WATER RESOURCES INVESTIGATIONS

THIS AGREEMENT is entered into as of the, 1st day of November, 2017 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Mono County Community Development Department (MCCDD), party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Baseline Hydrologic Data Collection Program near Mammoth Lakes, California herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00

(a) by the party of the first part during the period

Amount	Date	to	Date
\$26,800.00	November 1, 2017		October 31, 2018

(b) by the party of the second part during the period

Amount	Date	to	Date
\$414,580.00	November 1, 2017		October 31, 2018

USGS DUNS is 1761-38857. The amounts in 2(a) and 2(b) above are for the Federal Fiscal Year 2018 (FFY18) of this agreement only.

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00

Description of the USGS regional/national program:
No additional contribution

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

9-1366 (Continuation) Customer #: 600000956 Agreement #: 18WSCA600095610

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered Quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

<p>U.S. Geological Survey United States Department of the Interior</p> <p><u>USGS Point of Contact</u></p> <p>Name: Irene A. Rios, Budget Analyst Address: U.S. Geological Survey, CA WSC 6000 J. Street, Placer Hall Sacramento, CA 95819-6129</p> <p>Telephone: 619-225-6156 Email: iaros@usgs.gov</p>	<p>Mono County Community Development Department</p> <p><u>Customer Point of Contact</u></p> <p>Name: Mr. Scott Burns, Director Address: Mono County Community Development Department 437 Old Mammoth Rd., PO Box 2415 Mammoth Lakes, CA 83546</p> <p>Telephone: 760-924-1800 Email: ScottBurns@mono.ca.gov</p>
--	--

Signatures and Date

<p>Signature:  Date: 9-29-17</p> <p>Name: Eric G. Reichard Title: Director, USGS CA Water Science Center</p>	<p>Signature: _____ Date: _____</p> <p>Name: Scott Burns Title: Director, Mono County CDD</p>
---	---

Form 9-1366
(April 2015)

**U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY**

JOINT FUNDING AGREEMENT

FOR

WATER RESOURCES INVESTIGATIONS

Customer #: 6000000956
Agreement #: 18WSCA600095610
Project #: ZG009GE
TIN #: 95-6005661
Fixed Cost Agreement YES

THIS AGREEMENT is entered into as of the, 1st day of November, 2017 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Mono County Community Development Department (MCCDD), party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Baseline Hydrologic Data Collection Program near Mammoth Lakes, California herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00

(a) by the party of the first part during the period

Amount	Date	to	Date
\$26,800.00	November 1, 2017		October 31, 2018

(b) by the party of the second part during the period

Amount	Date	to	Date
\$414,580.00	November 1, 2017		October 31, 2018

USGS DUNS is 1761-38857. The amounts in 2(a) and 2(b) above are for the Federal Fiscal Year 2018 (FFY18) of this agreement only.

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00

Description of the USGS regional/national program:
No additional contribution

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

9-1366 (Continuation) Customer #: 600000956 Agreement #: 18WSCA600095610

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered Quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

<p>U.S. Geological Survey United States Department of the Interior</p> <p><u>USGS Point of Contact</u></p> <p>Name: Irene A. Rios, Budget Analyst Address: U.S. Geological Survey, CA WSC 6000 J. Street, Placer Hall Sacramento, CA 95819-6129</p> <p>Telephone: 619-225-6156 Email: iaros@usgs.gov</p>	<p>Mono County Community Development Department</p> <p><u>Customer Point of Contact</u></p> <p>Name: Mr. Scott Burns, Director Address: Mono County Community Development Department 437 Old Mammoth Rd., PO Box 2415 Mammoth Lakes, CA 83546</p> <p>Telephone: 760-924-1800 Email: ScottBurns@mono.ca.gov</p>
--	--

Signatures and Date

<p>Signature:  Date: _____</p> <p>Name: Eric G. Reichard Title: Director, USGS CA Water Science Center</p>	<p>Signature: _____ Date: _____</p> <p>Name: Scott Burns Title: Director, Mono County CDD</p>
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**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2017

Departments: Board of Supervisors

TIME REQUIRED

SUBJECT Out-of-State Travel Authorization for
NACo Legislative Conference

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Out of State travel request for Supervisor Corless and Supervisor Gardner to attend NACo conference in Washington D.C.

RECOMMENDED ACTION:

Approve out of state travel for Mono County Supervisor Stacy Corless (the county's NACo representative) and Supervisor Gardner (alternate) to attend the NACo Legislative Conference in Washington, D.C. March 2 - 8, 2018.

FISCAL IMPACT:

Up to \$2600 per person for conference registration, hotel stay, air travel.

CONTACT NAME: Scheereen Dedman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Conference Schedule

History

Time	Who	Approval
11/30/2017 1:07 PM	County Administrative Office	Yes
11/30/2017 11:27 AM	County Counsel	Yes



Larry Johnston ~ District One Fred Stump ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacey Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

Shannon Kendall, Acting Clerk of the Board

TO: Mono County Board of Supervisors

FROM: Stacy Corless

DATE: December 5, 2017

Subject:

Out-of-State travel request for NACo conference in Washington D.C.

Recommended Action:

Approve out-of-state travel for Mono County Supervisor Stacy Corless (the county's NACo representative) and Supervisor Gardner (alternate representative) to attend the NACo Legislative Conference in Washington, D.C. March 2- March 7.

Discussion:

The NACo Legislative Conference, held annually in Washington, D.C., brings together over 2,000 elected and appointed county officials to focus on federal policy issues that impact counties and our residents. The 2018 Legislative Conference is an opportunity to elevate the county voice at the national level. Attendees will participate in educational sessions, interact with federal officials, and descend on Capitol Hill, delivering the message that federal policies matter to counties and counties matter to America!

Fiscal Impact:

Up to \$2600 per person for conference registration, hotel stay, air travel.

The 2018 Legislative Conference schedule is subject to change.

Friday, Mar 02

Friday, Mar 02

8:00 am to 12:00 pm

CIO Forum (Appointed Officials Only)

12:00 pm to 5:00 pm

Tech Town Hall, Part 1

5:00 pm to 7:00 pm

Registration Open

5:30 pm to 7:00 pm

Tech Town Hall Reception

Saturday, Mar 03

Saturday, Mar 03

7:00 am to
5:00 pm

Registration Open

8:00 am to
9:30 am

First Timers Orientation and Breakfast

8:15 am to
9:00 am

Policy Coordinating Committee Meeting #1

9:00 am to
10:00 am

**Community, Economic and Workforce Development
Policy Steering Committee - Resolutions Meeting**

9:00 am to
10:00 am

Public Lands Policy Steering Committee

9:00 am to
10:30 am

**Agriculture and Rural Affairs Policy Steering Committee -
Subcommittee Meetings**

9:00 am to
11:00 am

**Environment, Energy and Land Use Policy Steering
Committee**

9:00 am to
11:30 am

**Health Policy Steering Committee - Subcommittee
Meetings**

9:00 am to
11:30 am

**Human Services and Education Policy Steering
Committee - Subcommittee Meetings**

9:00 am to
11:30 am

Telecommunications and Technology Steering Committee

9:00 am to
12:00 pm

**Justice and Public Safety Policy Steering Committee
Morning Meeting**

9:30 am to
12:00 pm

**Finance, Pensions and Intergovernmental Affairs Policy
Steering Committee**

10:00 am to 11:30 am	Community, Economic and Workforce Development Policy Steering Committee - Subcommittee Meetings
10:00 am to 12:00 pm	Public Lands Policy Steering Committee - Subcommittee Meetings
10:00 am to 12:00 pm	Transportation Policy Steering Committee - Subcommittee Meetings
10:30 am to 12:00 pm	Agriculture and Rural Affairs Policy Steering Committee - Business Meeting
10:30 am to 12:00 pm	Audit Committee Meeting
12:00 pm to 1:30 pm	Joint Committee Lunch for Health, Human Services & CEWD
12:00 pm to 2:00 pm	Finance Committee Meeting
12:00 pm to 5:00 pm	Tech Town Hall, Part 2
1:00 pm to 4:00 pm	Environment, Energy and Land Use Policy Steering Committee - Business Meeting
1:30 pm to 4:00 pm	Finance, Pensions and Intergovernmental Affairs Policy Steering Committee - Business Meeting
1:30 pm to 4:00 pm	Transportation Policy Steering Committee - Business Meeting
1:30 pm to 4:45 pm	Justice and Public Safety Meeting

2:00 pm to
4:00 pm

Health Policy Steering Committee - Business Meeting

2:00 pm to
4:00 pm

Human Services and Education Policy Steering Committee - Business Meeting

2:00 pm to
4:00 pm

Public Lands Policy Steering Committee - Business Meetings

2:00 pm to
4:30 pm

Community, Economic and Workforce Development Policy Steering Committee - Business Meeting

5:00 pm to
5:45 pm

Policy Coordinating Committee Meeting #2

5:00 pm to
7:00 pm

State Association and Affiliate Meetings

Sunday, Mar 04

Sunday, Mar 04

7:00 am to
8:00 am

Non-Denominational Worship Service

7:00 am to
5:00 pm

Registration Open

8:00 am to
9:30 am

Gulf States Counties and Parishes Caucus

9:30 am to
11:00 am

GIS Subcommittee

10:00 am to
12:00 pm

Large Urban County Caucus

10:00 am to
12:00 pm

Rural Action Caucus

11:00 am to
12:00 pm

IT Standing Committee Meeting

12:00 pm to
1:30 pm

Joint Healthy & Resilient Counties Luncheon

12:00 pm to
1:30 pm

Membership Committee Meeting

12:15 pm to
2:45 pm

NOBCO/NABCO Meeting

1:00 pm to
3:00 pm

Veterans and Military Services Committee Meeting

1:00 pm to
3:30 pm

Western Interstate Region Board of Directors Meeting

1:30 pm to
3:00 pm

Arts and Culture Commission Meeting

1:30 pm to
3:00 pm

Programs and Services Committee Meeting

1:30 pm to
4:30 pm

Managing a Multi-Generational Workforce (Additional registration and fee required)

1:45 pm to
3:15 pm

State Association Meeting Planners Meeting

2:00 pm to
3:15 pm

Immigration Reform Task Force

3:00 pm to
4:30 pm

State Association Deputy Directors and Staff Meeting

3:30 pm to
4:45 pm

NACo Board Forum

5:00 pm to
6:00 pm

State Association and Affiliate Meetings

Monday, Mar 05

Monday, Mar 05

7:00 am to
5:00 pm

Registration Open

7:30 am to
8:30 am

Central Region Caucus Meeting

7:30 am to
8:30 am

Northeast Region Caucus Meeting

7:30 am to
8:30 am

South Region Caucus Meeting

7:30 am to
8:30 am

West Region Caucus Meeting

7:30 am to
8:30 am

WON Breakfast

9:00 am to
10:30 am

General Session

10:30 am to
12:00 pm

**National Association of County Intergovernmental
Relations Officers (NACIRO)**

10:30 am to
12:00 pm

NCCAE Business Meeting

10:45 am to
12:00 pm

Advocacy 101

10:45 am to
12:00 pm

**Compare Your County: How to use the County Explorer
Benchmarking Tool**

10:45 am to
12:00 pm

**Impacts of Adverse Childhood Experiences (ACEs) and
Childhood Poverty**

10:45 am to
12:00 pm

International Economic Development Task Force Meeting

10:45 am to
12:00 pm

Telehealth for Justice-Involved Individuals

10:45 am to
12:00 pm

Vision, Values & People: Understanding Your Workplace's Culture and Why It Matters

10:45 am to
3:00 pm

Disaster Response and Recovery

12:00 pm to
1:30 pm

Attendee Luncheon

1:45 pm to
3:00 pm

Advocacy 201

1:45 pm to
3:00 pm

Counties Care: How to Effectively Serve Families in Need

1:45 pm to
3:00 pm

Health Information Exchanges

1:45 pm to
3:00 pm

NCCAE Continuing Education Workshop

1:45 pm to
3:00 pm

Sharing Information and Connecting Justice-Involved Individuals to Care

1:45 pm to
4:30 pm

NACo Board of Directors Meeting

1:45 pm to
5:00 pm

Crisis Communications (Additional fee and registration required)

3:15 pm to
4:00 pm

**Creating Opportunities for Youth Through
Apprenticeship Programs**

3:15 pm to
4:00 pm

Infrastructure Financing Options for County Projects

3:15 pm to
4:30 pm

Budgeting Basics for Newly Elected Officials

3:15 pm to
4:30 pm

Building Trust Through Performance Metrics

3:15 pm to
4:30 pm

**Fueling Job Growth by Tapping Into the New Energy
Economy**

3:15 pm to
4:30 pm

**Measuring Mental Illness in Jails: Important Data
Points**

3:15 pm to
4:30 pm

U.S. Communities

5:00 pm to
7:00 pm

NCACRO Business Meeting

5:00 pm to
7:00 pm

NDCA Business Meeting

5:00 pm to
7:00 pm

State Association and Affiliate Meetings

7:00 pm to
9:00 pm

LUCC/RAC Reception (by invitation)

Tuesday, Mar 06

Tuesday, Mar 06

7:00 am to
8:00 am

State Association and Affiliate Meetings

8:00 am to
9:15 am

Adaptive Leadership 101/County Leadership Institute

8:00 am to
9:15 am

Constituents as Customers: Giving Frontline Employees the Tools to Succeed

8:00 am to
9:15 am

How to Gain Citizen Buy-In

8:00 am to
9:15 am

Leveraging Data and Visualization Tools to Keep Businesses Local

8:00 am to
9:15 am

Retirement Planning

9:30 am to
11:45 am

General Session

12:00 pm to
5:00 pm

Hill Visits

1:00 pm to
2:15 pm

Homelessness/ Affordable Housing

6:30 pm to
9:00 pm

NACo President's Reception

Wednesday, Mar 07

Wednesday, Mar 07

8:00 am to 5:00 pm

Hill Visits

8:15 am to 11:30 am

NACo Open House



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2017

Departments: Clerk of the Board

TIME REQUIRED 10 Minutes

SUBJECT Letter to BLM Re: Rifle / Pistol Range
Hours

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter to the Bureau of Land Management supporting a change in the hours of operation of the Bridgeport Gun Club public rifle / pistol shooting range during migratory periods (April 1 through May 31 and October 14 through December 20) from 9:00 a.m. to 2:00 p.m. on weekends only (current hours) to 8:00 a.m. to 3:00 p.m. daily (proposed hours).

RECOMMENDED ACTION:

Approve and authorize the Chair to sign letter of support.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Letter
Supporting Documents

History

Time	Who	Approval
11/30/2017 6:20 AM	County Administrative Office	Yes

11/29/2017 5:47 PM

County Counsel

Yes

11/29/2017 5:37 PM

Finance

Yes



C L E R K – R E C O R D E R – R E G I S T R A R
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF MONO

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

Shannon Kendall
Clerk-Recorder-Registrar
760-932-5533
skendall@mono.ca.gov

Helen Nunn
Asst. Clerk-Recorder-Registrar
760-932-5534
hunn@mono.ca.gov

To: Mono County Board of Supervisors

From: Mark Westerlund, President of the Bridgeport Gun Club

Date: December 5, 2017

Re: Change of Hours of Operations at Rifle / Pistol Range

Recommended Action:

To approve a letter of support in favor of changing the hours of the Bridgeport Gun Club public rifle / pistol shooting range.

Discussion:

The Bridgeport Gun Club seeks support in changing the hours of the rifle / pistol range. A letter from the Bridgeport Valley Regional Planning Advisory Committee detailing the reasons for seeking this change has been provided. It is recommended that the Board of Supervisors follow the recommendations of the Bridgeport RPAC, Mono County Sheriff, California Highway Patrol, the Bridgeport Ranger District, the MWTC, and Mono County District Attorney Tim Kendall.

Fiscal Impact:

None.



Larry Johnston ~ District One Fred Stump ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5533 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

December 5, 2017

Steve Nelson, Field Manager
Bureau of Land Management
Bishop Field Office
351 Pacu Lane
Suite 100
Bishop, CA. 93514

Dear Mr. Nelson,

This letter is in regards to the Bridgeport rifle / pistol range. The current hours agreed upon by BLM and the County are 11:00 a.m. to 2:00 p.m., weekends only during the migration periods of April 1 to May 31 and October 14 to December 20. During the non-migration periods, the range is opened daily from dawn to dusk.

Based on the information provided to us (a letter from the Bridgeport Valley Regional Planning Advisory Committee; signed petition) by Mark Westerlund, President of the Bridgeport Gun Club, which maintains the property leased to Mono County, the Board has determined that it would be in the best interest of the community to have the hours of the Bridgeport rifle / pistol range expanded during the migration periods to 9:00 am to 3:00 pm daily.

Sincerely,

Stacy Corless, Chair
Mono County Board of Supervisors



Box 144
Bridgeport, CA 93517
11-7-17

To: Board of Supervisors

Re: Bridgeport Gun Club Hours Expansion

Honorable Board Members,

I am here today to ask for a letter of support for the change in shooting hours at the Bridgeport Gun Club public rifle/pistol shooting range.

Enclosed if the info packet you will find a letter from the Bridgeport Valley RPAC detailing the reasons behind the much needed change in hours. In that letter you will find we have the support of Mono County Sheriff, CHP, Police Chief Brett Hawn, MWTC, USFS District Ranger Jeremy Marshall, and District Attorney Tim Kendall.

Also enclosed is a petition with 260 + signatures in support of the change. Of those who signed there are 3 former Board of Supervisors Members and most local business owners.

We hope to take this purposed change to BLM in next month.

I am prepared to take any and all question at this time or at a later date of the Board choosing.

**Respectfully,
Mark Westerlund
President, Bridgeport Gun Club**

BRIDGEPORT VALLEY

Regional Planning Advisory Committee

P.O. Box 347
Mammoth Lakes, CA 93546
760-924-1800 phone, 924-1801 fax
commdev@mono.ca.gov

P.O. Box 8
Bridgeport, CA 93517
760-932-5420 phone, 932-5431 fax
www.monocounty.ca.gov

20 April 2018

TO: Honorable Board of Supervisors

RE: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

The Bridgeport Valley Regional Planning Advisory Committee (RPAC) thanks the Mono County Board of Supervisors in advance for its consideration of this recommendation. In that regard, the RPAC is sure the Board is aware of the passing last December of one of Bridgeport's leading citizens, Albert Pegorare. As the founder and President of the non-profit Bridgeport Gun Club, Albert worked tirelessly on behalf of the town in many capacities, including the creation of the Bridgeport Gun Range on Highway 182 and Masonic Road on public land administered by the Bureau of Land Management.

That property is leased by BLM to the County, and the County, in turn, through a Memorandum of Understanding with the Gun Club, allows the club to use and maintain the facilities for the purpose of recreational shooting. The rifle/pistol, and shotgun ranges are open to the public, NRA instructors, and law enforcement. In the process of reaching lease terms between BLM and the County, in consideration of deer migration, it was agreed that the range would only be open from 11:00am to 2:00pm on weekends only, from April 1, to May 31, and from October 15 to December 20. The balance of the year, the hours are daily, dawn to dusk.

Regrettably, this restriction has had several negative unintended consequences.

Firstly, this Committee has been made aware of numerous instances where individuals desiring to shoot for recreation or maintain firearms proficiency, being prevented from using the range, have chosen to shoot in adjacent areas off Masonic road. It should be noted that shooting on BLM land is perfectly legal, however, the result of this conduct is the effect that multiple locations in the area are being utilized simultaneously, thwarting the intent of the deer migration hour restrictions. In short, instead of the public shooting in one location, selected for its safety, and designed to minimize impact, shooting is occurring in uncontrolled areas.

Secondly, this Committee is aware of the economic value to the County and specifically the Bridgeport community of having a fully functional range. It is common for tourists from Southern California and the Bay Area to vacation in Bridgeport particularly for the purpose of utilizing the range. Having hours restricted as described above is economically detrimental to the businesses of the area in that the recreational opportunities of visitors are unnecessarily restricted, causing them to vacation elsewhere.

Thirdly, the residents of the County and NRA instructors have informed this Committee that they wish to maintain firearms proficiency, and the restrictive hours are incompatible with that goal.

Lastly, and importantly, law enforcement views the expansion of the hours as consistent with their public safety mandate. Mono County Sheriff Ingrid Braun, District Attorney Tim Kendall, California Highway Patrol Commander Jeff Holt, Police Chief Brett Hawn, Marine Corps Mountain Warfare Training Center and U.S. Forest Service District Ranger Jeremy Marshall all support expanding the hours of the range.

It is with these circumstances in mind that the RPAC, after reviewing these circumstances and carefully deliberating the issue, agrees with the Bridgeport Gun Club and members of the community that the deer migration hours have created unintended consequences and are unnecessarily restrictive. Therefore, the Committee respectfully recommends that the Board support the Gun Club in its goal to expand the deer migration season hours from April 1 to May 31 and from October 14 to December 20 to be 9:00am to 3:00pm, daily.

Respectfully submitted,

A handwritten signature in cursive script that reads "Barry Beck".

Barry Beck
Chairman, Bridgeport Valley Regional
Planning Advisory Committee

Bridgeport Gun Range Hours of Operation

About this petition

I enjoy many recreational opportunities in Mono County and the Bridgeport area in particular. One of those activities is target shooting at the Bridgeport gun range. During the times of the year when the range is only open for a few hours on weekends it is difficult to find a suitable alternative location for this activity.

From April 10 through May 31 and October 14 through December 20 each year the Bridgeport Gun Range is only open for recreational shooting from 11am to 1pm on Saturdays and Sundays as this is the time of year deer migrate in and out of the area. During these time frames the range is closed Monday through Friday. The Bridgeport Gun Club, members of the community of Bridgeport and the Bridgeport Valley Regional Planning Advisory Committee (RPAC) are petitioning the Mono County Board of Supervisors to petition the Bureau of Land Management to extend those hours of operation to include open hours from 9am to 3pm 7 days a week. The Bridgeport Gun Club is seeking signatures from all interested persons who enjoy recreational target shooting at the Bridgeport Gun Range and would like to see the hours adjusted accordingly.

I am strongly in support of extending the Bridgeport Gun Range shooting hours in this manner.

Signatures

1. Name: Jim Reid on 2017-04-26 22:48:45
Comments:

2. Name: Erinn Wells on 2017-04-26 23:41:47
Comments:

3. Name: Richard L Gieser Jr on 2017-04-26 23:51:46
Comments:

4. Name: Rose Lierly on 2017-04-26 23:51:57
Comments:

5. Name: Mark Dagher on 2017-04-26 23:53:12
Comments:

6. Name: Deborah on 2017-04-26 23:57:23
Comments: It should be open 7 days a week.

7. Name: Lynda pemberton on 2017-04-27 00:23:43
Comments: Such a great activity for our community

8. Name: jim Lierly on 2017-04-27 00:26:49
Comments:

9. Name: Nick way on 2017-04-27 00:29:34
Comments:

10. Name: Nicole on 2017-04-27 00:37:32
Comments:

11. Name: Sharon Taylor on 2017-04-27 00:38:22
Comments:

12. Name: Jeff Beard on 2017-04-27 00:42:46
Comments: Please remove the limited use of the range.

Jeff

13. Name: Clay Booher on 2017-04-27 00:43:31
Comments:

14. Name: Scott hayes on 2017-04-27 01:06:15
Comments:
-
15. Name: Jason Pelichowski on 2017-04-27 01:09:29
Comments:
-
16. Name: Jeff Beard on 2017-04-27 01:18:56
Comments: Please open the range to year round morning to night.

Jeff
-
17. Name: Malinda Huggans on 2017-04-27 01:22:31
Comments:
-
18. Name: Joshua Hedeane on 2017-04-27 01:23:48
Comments: I would shoot here if I could but I work during those hours
-
19. Name: Gil Curtis on 2017-04-27 01:28:32
Comments:
-
20. Name: Ann Minder on 2017-04-27 01:30:36
Comments:
-
21. Name: Wendy Warner on 2017-04-27 01:33:49
Comments:
-
22. Name: Jennifer Crouse on 2017-04-27 01:40:17
Comments:
-
23. Name: Paula Pizinger on 2017-04-27 01:47:12
Comments:
-
24. Name: Jenn Freeman on 2017-04-27 02:03:04
Comments:
-
25. Name: Tim may on 2017-04-27 02:18:35
Comments:
-
26. Name: Louis Hill on 2017-04-27 02:38:12
Comments:
-
27. Name: Elizabeth Pelichowski on 2017-04-27 02:41:19

Comments:

-
28. Name: Annette Daniels on 2017-04-27 02:47:36
Comments:
-
29. Name: Miranda on 2017-04-27 02:50:29
Comments:
-
30. Name: Chris Padilla on 2017-04-27 02:54:17
Comments:
-
31. Name: Bob McMahon on 2017-04-27 02:56:41
Comments:
-
32. Name: Malinda Huggans on 2017-04-27 03:06:04
Comments:
-
33. Name: Rene Eaton on 2017-04-27 03:12:00
Comments: Let make this happen for the community and for Albert
-
34. Name: Amanda Pelichowski on 2017-04-27 03:12:08
Comments:
-
35. Name: Sarah Jenkins on 2017-04-27 03:58:27
Comments:
-
36. Name: Sandra OHara on 2017-04-27 04:01:46
Comments:
-
37. Name: Katie on 2017-04-27 04:05:01
Comments:
-
38. Name: Anthony Pemberton on 2017-04-27 04:18:07
Comments:
-
39. Name: Deanna on 2017-04-27 04:26:51
Comments:
-
40. Name: Courtney Knight on 2017-04-27 04:28:22
Comments:
-
41. Name: Robert M Daniels on 2017-04-27 04:47:55

Comments:

-
42. Name: Dani on 2017-04-27 04:49:06
Comments: Mark is right. When it's closed everyone just drives up Masonic and shoots. This needs to be open more. Sucks having to make special plans just to shoot down the street..
-
43. Name: Jessica Daniels on 2017-04-27 04:54:47
Comments:
-
44. Name: Jacklyn Beard on 2017-04-27 04:56:41
Comments:
-
45. Name: Denise freels on 2017-04-27 04:59:11
Comments: Would really like those days and hours to change!!
-
46. Name: Misti Sullivan on 2017-04-27 05:02:18
Comments:
-
47. Name: Teiya Gleason on 2017-04-27 05:32:33
Comments:
-
48. Name: James ybarra on 2017-04-27 06:22:47
Comments:
-
49. Name: Chris Voge on 2017-04-27 08:54:25
Comments: Lets make it happen.
-
50. Name: Lloyd Koelling on 2017-04-27 10:57:48
Comments:
-
51. Name: Doug Ziglar on 2017-04-27 12:41:54
Comments:
-
52. Name: Debra Jennings on 2017-04-27 12:46:26
Comments:
-
53. Name: Thomas mullinax on 2017-04-27 13:52:11
Comments:
-
54. Name: Kaly on 2017-04-27 14:03:26
Comments:

-
55. Name: Cameron Alex on 2017-04-27 14:15:44
Comments:
-
56. Name: Leslie Mullinax-Ditsler on 2017-04-27 14:18:29
Comments:
This is a good thing, Lets make it happen,
-
57. Name: Renn Nolan on 2017-04-27 14:19:41
Comments:
-
58. Name: Josie Annett on 2017-04-27 15:24:30
Comments:
-
59. Name: Kyle zierer on 2017-04-27 15:37:08
Comments:
-
60. Name: Jeremy Gaffield on 2017-04-27 15:38:21
Comments: Could the shooting range possible be marked off in a way that allows for shooting even though game animals migrate through the nearby area? If there is work to be done to the range in order for this to be possible, I guarantee the community will make it happen.
-
61. Name: Jenn Freeman on 2017-04-27 16:10:47
Comments:
-
62. Name: Charles Leist on 2017-04-27 16:33:28
Comments:
-
63. Name: Karyn Parsons on 2017-04-27 17:05:14
Comments:
-
64. Name: Aaron Coogan on 2017-04-27 17:11:59
Comments:
-
65. Name: Kathleen Love on 2017-04-27 17:13:53
Comments:
-
66. Name: Megan Summers on 2017-04-27 19:55:42
Comments:
-
67. Name: Cassidy Brown on 2017-04-27 19:58:45

Comments:

-
68. Name: Brett Hobbs on 2017-04-27 19:59:02
Comments:
-
69. Name: Thomas mullinax on 2017-04-27 20:09:12
Comments:
-
70. Name: Bob Daniels on 2017-04-27 21:27:42
Comments:
-
71. Name: Brandon Nugent on 2017-04-27 22:10:39
Comments:
-
72. Name: Chris drinkwine on 2017-04-27 23:37:14
Comments:
-
73. Name: Raymond Gaffney on 2017-04-27 23:53:00
Comments:
-
74. Name: Ian Walker on 2017-04-28 02:01:45
Comments:
-
75. Name: Jennifer Ditsler on 2017-04-28 03:31:44
Comments:
-
76. Name: Wilson Wedertz on 2017-04-28 05:39:21
Comments: My family has deep roots in the Bridgeport area and we visit each year. I have 3 children and we all enjoy visiting the range while in town. We have found it difficult to plan activities with the short hours of the fun range, and I hope this can be remedied.
Wilson Wedertz
-
77. Name: Raymond Sweeney on 2017-04-28 06:37:11
Comments: Yes!
-
78. Name: Sean Etheridge on 2017-04-28 16:23:12
Comments:
-
79. Name: PattyBulleit on 2017-04-28 16:48:56
Comments:
-
80. Name: Donna edward on 2017-04-28 16:53:20

Comments:

-
94. Name: Tim Fesko on 2017-05-12 01:37:43
Comments: This request makes common sense and is needed by locals, law enforcement and even our visitors. It is plain silly to think that deer can tell time. Besides, all of the land surrounding the gun range is open ALL THE TIME (or at least day light hours) so what sense does it make to limit a very small section of OUR public lands?
-
95. Name: Karolina Newdigate on 2017-05-12 21:18:35
Comments:
-
96. Name: Karen Maslin on 2017-05-12 21:51:37
Comments:
-
97. Name: JASON MONTOYA on 2017-05-12 22:09:21
Comments:
-
98. Name: Merrill Sept on 2017-05-12 22:21:24
Comments: I really don't believe the limit on hours of operation at the shooting range makes any difference to the wildlife. The collisions with vehicles probably makes more of an impact to the deer population!
-
99. Name: Lynda pemberton on 2017-05-13 02:15:58
Comments:
-
100. Name: Ruth Hansen on 2017-05-13 10:39:14
Comments:
-
101. Name: Carina Baldrige on 2017-05-13 13:09:17
Comments:
-
102. Name: Steve Chavez on 2017-05-13 17:45:47
Comments:
-
103. Name: Brad Bonfiglio on 2017-05-14 19:01:38
Comments:
-
104. Name: Amber Dena on 2017-05-16 03:55:39
Comments:
-
105. Name: Cathy Walker on 2017-05-16 03:56:14
Comments:
-

106. Name: Dawn Noakley on 2017-05-16 04:07:41
Comments:

107. Name: Stacey Fusano on 2017-05-16 04:21:32
Comments:

108. Name: Nancy Oliver on 2017-05-16 04:22:18
Comments:

109. Name: Magvier ivan Castaneda on 2017-05-16 04:27:08
Comments:

110. Name: Kathryn Miller on 2017-05-16 04:37:11
Comments:

111. Name: Jim Lierly on 2017-05-16 05:25:45
Comments:

112. Name: Savannah Molina on 2017-05-16 05:30:47
Comments:

113. Name: Nayeli zamarripa on 2017-05-16 06:49:34
Comments:

114. Name: Taylor Schroeder Muniz on 2017-05-16 06:56:17
Comments:

115. Name: Paul Duncan on 2017-05-16 08:25:15
Comments:

116. Name: Jennifer Bartaluzzi on 2017-05-16 09:11:34
Comments:

117. Name: Bill Evans on 2017-05-16 13:05:03
Comments:

118. Name: Peter Duvall on 2017-05-16 13:23:51
Comments:

119. Name: Tim Hansen on 2017-05-16 14:11:50
Comments:

120. Name: Brad Poston on 2017-05-16 15:09:38
Comments: I support
-
121. Name: Jim Walker on 2017-05-16 15:47:48
Comments:
-
122. Name: Larry Tusoni on 2017-05-16 16:37:11
Comments: Please extend this hours so those of us who have busy weekend can utilize the facility.
Thank you,
Larry Tusoni
-
123. Name: Susan rieder on 2017-05-16 20:34:29
Comments:
-
124. Name: April Miyatake on 2017-05-16 22:08:32
Comments:
-
125. Name: Ashley Gomez on 2017-05-16 23:58:32
Comments:
-
126. Name: Aimee Brewster on 2017-05-17 00:39:48
Comments:
-
127. Name: John Flanagan on 2017-05-17 04:47:06
Comments: I support this petition
-
128. Name: NancyOliver on 2017-05-17 05:27:33
Comments:
-
129. Name: Lynda pemberton on 2017-05-18 14:21:55
Comments:
-
130. Name: Robert Martin on 2017-05-25 16:05:45
Comments: I am in favor of extending the Bridgeport gun Club hours of operation.
-
131. Name: Ricci Reigle on 2017-05-28 17:53:59
Comments:
-
132. Name: Don Rowan on 2017-05-29 17:04:43
Comments:
-

133. Name: Brian Clayworth on 2017-06-30 14:08:31
Comments:
-
134. Name: Richard Brown on 2017-06-30 14:13:34
Comments: I support this petition.
-
135. Name: Jeremy wright on 2017-06-30 14:35:08
Comments:
-
136. Name: Ric Miller on 2017-06-30 14:39:56
Comments: I am in support of the petition.
-
137. Name: Kaelie Pena on 2017-06-30 14:57:05
Comments:
-
138. Name: Ian Miller on 2017-06-30 15:15:13
Comments:
-
139. Name: Chuck Carroll on 2017-06-30 15:24:44
Comments:
-
140. Name: Russell Stalder on 2017-06-30 15:27:42
Comments:
-
141. Name: Steve Bauer on 2017-06-30 15:32:31
Comments:
-
142. Name: Brad Poston on 2017-06-30 16:10:54
Comments:
-
143. Name: Greg Bock on 2017-06-30 16:23:40
Comments: I am in support
-
144. Name: Kyle on 2017-06-30 16:53:23
Comments:
-
145. Name: Cale Spolsky on 2017-06-30 16:56:40
Comments:
-
146. Name: Paul Madsen on 2017-06-30 17:35:08
Comments:
-

147. Name: Paul Madsen on 2017-06-30 17:38:05
Comments:
-
148. Name: Richard Jones on 2017-06-30 18:37:40
Comments:
-
149. Name: Joe vinatieri on 2017-06-30 19:46:56
Comments:
-
150. Name: Dennis Byrne on 2017-06-30 20:49:17
Comments:
-
151. Name: Rae Vega on 2017-06-30 22:50:04
Comments:
-
152. Name: April Miyatake on 2017-06-30 23:34:55
Comments:
-
153. Name: Rhiannon Minor on 2017-07-01 05:28:54
Comments:
-
154. Name: Brook Enos on 2017-07-01 07:04:33
Comments: Please extend the shooting days/hours!!!
-
155. Name: Angelle Nolan on 2017-07-01 18:17:49
Comments: I support this petition. I live within a half mile of the range. It is not a bother. The hours should be extended and days of operation should also be increased
-
156. Name: Tim may on 2017-07-02 17:17:48
Comments:
-
157. Name: Shane Warner on 2017-07-02 21:13:31
Comments:
-
158. Name: Jonathan Rodriguez on 2017-07-03 03:14:36
Comments:
-
159. Name: Lynda Pemberton on 2017-07-03 03:36:39
Comments:
-
160. Name: Trish Castro on 2017-07-03 04:08:18
Comments:

161. Name: Nancy Oliver on 2017-07-03 04:16:36
Comments:

162. Name: Steven H on 2017-07-03 06:49:47
Comments:

163. Name: John Inwood on 2017-07-03 14:49:24
Comments:

164. Name: Kathryn Miller on 2017-07-04 06:17:42
Comments:

165. Name: Pamela Haas-Duhart on 2017-07-04 15:54:02
Comments:

166. Name: Thomas farley on 2017-07-04 23:17:51
Comments: Put my signature in.

167. Name: Paul A Cockrell on 2017-07-06 00:51:23
Comments: I don't see what difference it makes if you close the gun range for 5 days, but you can go a couple miles up the dirt road that is parallel to the gun range and it is Okey to shoot there. It doesn't make any sense to me.

168. Name: Gil Curtis on 2017-07-06 01:56:24
Comments: Please lets extend the Ranges hours of operation.

169. Name: GARRY MCCOURTNEY on 2017-07-06 04:52:39
Comments:

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, CA 93517

Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,
I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

Name: Paul Sambro
Signature: [Signature]
Address: 10004 San Miguel Ave
South Gate Ca 90280

Name: Amalia Torres
Signature: [Signature]
Address: 10004 SAN MIGUEL AVE.
SOUTH GATE CA 90280

Name: MICHAEL MOONEY
Signature: [Signature]
Address: PO BOX 282 BRIDGEPORT
CA 9351

Name: YORK Canaya
Signature: [Signature]
Address: 1119 E. Pennsylvania
Fresno, CA 93720

Name: JOHN HICKS
Signature: [Signature]
Address: 167 PARKER RD
BRIDGEPORT, CA 93517

Name: Raunee Hart
Signature: [Signature]
Address: PO Box 2114

Name: BOB BECK
Signature: [Signature]
Address: 16 PRIM ROSE
ALISO VIEJO, CA 92656

Name: Jane Olinger
Signature: [Signature]
Address: 324 Kingstey PO 223
Bridgeport 93517

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, CA 93517

Re: Bridgeport Gun Range Hours Expansion

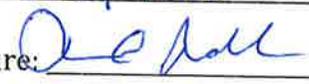
Honorable Board Members,
I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

Name: MARCUS BROWN
Signature: 
Address: 78957 HWY 395
BRIDGEPORT CALI 93517

Name: _____
Signature: _____
Address: _____

Name: John Olinger
Signature: 
Address: 324 Kingsley
Bridgeport CA 93517

Name: _____
Signature: _____
Address: _____

Name: RAY ROBLES
Signature: 
Address: 74970 HWY 395
BRIDGEPORT. 93517

Name: _____
Signature: _____
Address: _____

Name: _____
Signature: _____
Address: _____

Name: _____
Signature: _____
Address: _____

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

WILLIAM CLAYTON

Print name



Signature

85 MT PATTERSON TR

Address

BRIDGEPORT, CA 93517

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

John LRYIN

Print name

JLRYIN

Signature

19 CAMERON DR.

Address

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

Shaun Gellman

Print name



Signature

5407 W 142 Pl Hawthorne CA 90250

Address

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

MICHAEL THOMAS HAUBRICK
Print name


Signature

10332 WASHINGTON AVE SOUTH GATE
Address CA-90280

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

Rebecca Clinkenbeard

Print name

Rebecca Clinkenbeard

Signature

5332 N. Confer Rd

Address

Stockton, CA 95215

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

MARK Clinkenbeard

Print name

Mark Clinkenbeard

Signature

5332 N Center Rd.
Stockton CA 95215

Address

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

Robert C. Wilson

Print name

R C Wilson

Signature

Box 622

Address

Bridgeport

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

Randy M. Hysell
Print name

R/M. Hysell
Signature

194 Emigrant
BRIDGEPORT, CA.
Address

93517

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

J. BRAD STURDIVANT

Print name

J. Brad Sturdivant

Signature

POB 117 BRIDGEPORT CA
Address
93517

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

Betty Southwick
Print name

Betty Southwick
Signature

P.O. Box 154
Address
Bridgeport CA

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

KENNETH A. EATON

Print name

Kenneth A. Eaton

Signature

P.O. Box 609

Address

Reuning Springs, Ca
92382

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

Regina Elhard
Print name

Regina Elhard
Signature

27309 Cedar Bow Ct
Address
Pioneer, CA 95666

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

TOM ELHARD

Print name



Signature

27309 CLEAR BROOK CT PIONEER CAL

Address

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

Erica Hedlund

Print name

Erica R Hedlund

Signature

Address

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

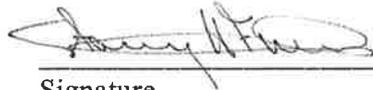
Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

STACEY FUENTES

Print name



Signature

412 MAIN ST, BRIDGEPORT, CA

Address

93517

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

STEPHEN ROBLES

Print name



Signature

125 MAIN ST BRIDGEPORT CA 93517

Address

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

Robert Kloss
Print name

Robert Kloss
Signature

125 MAIN ST, BRIDGEPORT, CA
Address

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

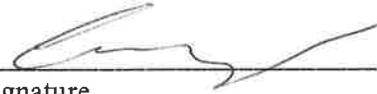
Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

CARINA BALDRIDGE

Print name



Signature

125 MAIN ST, BRIDGEPORT

Address

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

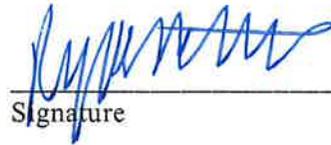
Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

RYAN MAULTSBY

Print name



Signature

P.O BOX 1062

Address

MAHMOOTH LA KES
93546

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

J. GENSTZER

Print name

J. Genstzer

Signature

61 ELDERBERRY LN

CROWLEY LAKE CA 93546

Address

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

Brad Dornik

Print name

Brad Dornik

Signature

2541 Sweetwater Rd

Address

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

Richard L. GIBSER

Print name



Signature

104 Sierraview dr
Address Bridgeport CA
93517

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

KEN HOFFMAN

Print name



Signature

2275 Hwy 192 B.P.

Address

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Ron Allen

Print name

Ron Allen

Signature

283 Lakeside Dr

Address *Bridgeport*

RKAllen7@MSN.com

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

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THOMAS KOONS

Print name

TK Koons

Signature

12 EAGLE DEN DR

Address

BRIDGEPORT, CA.
93517

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JOHN SIMPSON
Print name

John Simpson
Signature

BRIDGEPORT
Address

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Jim Beeger
Print name


Signature

1346 New Hampshire Court
Address

PETITION

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C/O Clerk of the Board
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Bridgeport, Ca. 93517

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PETER OLENCZUK

Print name



Signature

2108 CADDINGTON DRIVE

Address

RANCHO PALOS VERDES
CALIFORNIA, 90275

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

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GARY Emrich

Print name



Signature

3053 CARBONDALE LV

Address

PETITION

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C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

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Randall Ham
Print name


Signature

2030 Excelsior Ct
Address Antioch CA 94531

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

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Bruce R Anderson

Print name

Bruce R Anderson

Signature

237 NE KERRY PL

Address

PLEASANT ACRE CA

94523

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

Re: Bridgeport Gun Range Hours Expansion

Honorable Board Members,

I enjoy the recreational opportunities that Mono County and Bridgeport Valley in particular provide, including fishing, hiking, etc. I am in support of the expansion during deer migration season of the Bridgeport Gun Range hours to be 9:00am to 3:00pm daily.

Chris Passas

Print name

[Signature]
Signature

1311 SANDY HILL LN
Address

MINERVA NV 89423

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

Re: Bridgeport Gun Range Hours Expansion

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Chris Nicke

Print name

Chris Nicke

Signature

8698 Ruseland Ave

Address

MOORPARK, CA
93021

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
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Thomas L. Rickner

Print name

Thomas L. Rickner

Signature

PO Box 533 / 100 Main St.

Address

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

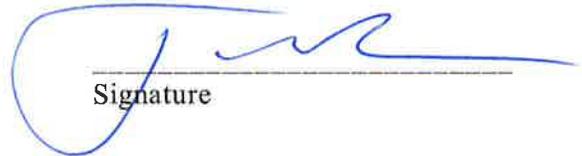
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James BEVERLY

Print name



Signature

3081 Castlewood cir

Address

Pollock Pines CA 95726

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

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GENE KINUM

Print name

Gene Kinum

Signature

2591 SWEETWATER RD BP

Address

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
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Terry N. Osier
Print name

T. N. Osier
Signature

1736 Winton St Simi Valley
CA 93065
Address

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Rory Tolsted

Print name

Ry 426

Signature

14951 Horna Pl
Sylmar, Ca. 91342

Address

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Mark S. Goergen

Print name

Mark S. Goergen

Signature

P.O. Box 255 - 375 Aurora Cyn Rd

Address

Bridgeport, CA 93517

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Robert Shuck

Print name



Signature

2988 Pine Valley, Griggs, NV 89410

Address

PETITION

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PO Box 715
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DAMON HUEFFER

Print name

Damon Hueffer

Signature

P.O. BOX 168 WELTON NV 89444

Address

PETITION

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, Ca. 93517

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Patricia Hughes

Print name



Signature

PO Box 306

Address

Bridgeport, CA.
93517

PETITION

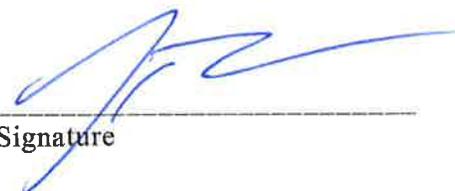
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JOHN PELICHOWSKI
Print name


Signature

100 HAMMERS PLACE
Address BRIDGEPORT CA
93517

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JASON BULLINGTON

Print name



Signature

P.O. Box 91 Bridgeport

Address

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Bridgeport, CA 93517

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Name: Bill Pemberton

Signature: Bill Pemberton

Address: Box 968

BRIDGEPORT, CA 93517

Name: ROBERT R. RODENBUCHER

Signature: Robert R. Rodenbucher

Address: 5936 RENO AVE.

TEMPLE CITY, CA 91780

Name: Edward J. Inwood

Signature: Edward J. Inwood

Address: 99 Cameron Dr.

BRIDGEPORT, CA 93517

Name: Carole Rodenbucher

Signature: Carole Rodenbucher

Address: 5936 Reno Ave

Temple City CA 91780

Name: MARCIA TRAMMELL

Signature: Marcia L Trammell

Address: 11510 MARTINSVILLE AVE

BAKERSFIELD, 93312

Name: ELIZABETH PAUCHOWSKI

Signature: Elizabeth Pauchowski

Address: 18 BOX 513

BRIDGEPORT, CA

Name: Bob McMahon

Signature: Bob McMahon

Address: 16820 Jury Ranch Rd.

Sonora, Ca. 95370

Name: SANDRA R. McMAHON

Signature: Sandra R. McMahon

Address: 16820 Jury Ranch RD

SONORA, CA 95370

Honorable Board of Supervisors
C/O Clerk of the Board
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Bridgeport, CA 93517

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Name: Denise Fred's

Signature: [Handwritten Signature]

Address: PO Box 952
Bridgeport CA 93517

Name: _____

Signature: _____

Address: _____

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PO Box 715
Bridgeport, CA 93517

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Name: TIM MINDER
Signature: [Signature]
Address: P.O. Box 391
BRIDGEPORT, CA 93517

Name: Bill Maglady
Signature: [Signature]
Address: 1401 Purple Sage Dr
Gardnerville, NV 89460

Name: Judy Jende
Signature: Judy Jende
Address: P.O. Box 142
Bridgeport, Ca. 93517

Name: Stephanie Frank
Signature: [Signature]
Address: 135 W Jackson Dr
Bridgeport CA 93517

Name: TOM KOON
Signature: [Signature]
Address: 12 EARLE PEAK
BP CA

Name: GERALD FRANK
Signature: [Signature]
Address: PO Box 291
BRIDGEPORT CA 93517

Name: BOB WHITE
Signature: [Signature]
Address: 15150 ORCHARD

Name: MISSY REID
Signature: [Signature]
Address: P.O. BOX 701
BRIDGEPORT, CA 93517

Honorable Board of Supervisors
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Bridgeport, CA 93517

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Name: BOB PETERS
Signature: [Signature]
Address: P.O. BOX 67
BRIDGEPORT

Name: John Simpson
Signature: [Signature]
Address: 1350 VIEW POINTE
GARDNERVILLE NV

Name: KATHY PETERS
Signature: [Signature]
Address: P.O. Box 67
BRIDGEPORT

Name: Ronald M Pitcher
Signature: [Signature]
Address: 1299 SHAW CRAGER
MESQUITE NV. 89034

Name: Justin Kelly
Signature: [Signature]
Address: P.O. Box 73
Colville CA 96107

Name: Bucky Pitcher
Signature: [Signature]
Address: _____

Name: [Signature]
Signature: [Signature]
Address: PO Box 73

Name: Bob Pitcher
Signature: [Signature]
Address: 1099 Groves, Mesquite

Honorable Board of Supervisors
C/O Clerk of the Board
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Name: Janette Knie

Signature: [Signature]

Address: 22552 Maythorpe Lala ^{cut} Forest

Name: Ed Little

Signature: [Signature]

Address: P.O. 474 B.F.

Name: Jim Giovacchini

Signature: [Signature]

Address: 531 Day Ln

Wellington Nv.

Name: Ken Reynolds

Signature: [Signature]

Address: 5 MEADOWVIEW DR

BRIDGEPORT, CA 93517

Name: [Signature]

Signature: [Signature]

Address: 10456 Bridgeport

Name: DONNA LITTLE

Signature: [Signature]

Address: PO Box 474

BRIDGEPORT

Name: Rhea Kerby

Signature: [Signature]

Address: PO Box 475

LV, CA 93541

Name: Jim Kerby

Signature: [Signature]

Address: 1157 E MONO LAKE

DR 93541

Honorable Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, CA 93517

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Name: Mitch Kofort
Signature: [Signature]
Address: PO Box

Name: Brent W. Barton
Signature: [Signature]
Address: 1931 Denver Ct

Name: Angelica Intaglietta
Signature: [Signature]
Address: 105 Kinsey St
Bridgeport

Name: David Barton
Signature: [Signature]
Address: 1020 W. 250 N
Hummer Utah 84231

Name: Gretchen Montgomery
Signature: [Signature]
Address: _____

Name: Mac Butler
Signature: [Signature]
Address: 19921 Canyon Peak Dr
Las Vegas NV 89149

Name: Dorothy Waite
Signature: [Signature]
Address: PO 591
Bpt

Name: Lance Wells
Signature: [Signature]
Address: 325 Aspen Ln
BBT CA 93517



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2017

Departments: CAO, Finance

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Leslie Chapman, Janet Dutcher

SUBJECT Resolution Superseding and Replacing Resolution R15-81, Creating a Revolving Loan Fund for the Purchase of Deed-Restricted Housing, to Remove Subordination to the Town of Mammoth Lake's Revolving Loan Fund

AGENDA DESCRIPTION:

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

Resolution R15-81 authorized the creation of Mono County's revolving loan fund (RLF) to facilitate the purchase of deed-restricted properties by Mammoth Lakes Housing (MLH). The original resolution restricted the timing of these loans to disburse only after the Town of Mammoth Lakes (TOML) RLF had been exhausted. The proposed Resolution removes this restriction, allowing the disbursement of loans without regard to the funding status of the TOML's RLF.

RECOMMENDED ACTION:

Adopt proposed Resolution R17-___, Superseding and replacing Resolution 15-81 to remove subordination to the Town of Mammoth Lakes Revolving Loan Fund.

FISCAL IMPACT:

Removing this restriction will allow Mammoth Lakes Housing to exercise an option on December 7 to purchase a deed-restricted home valued at approximately \$190,000.

CONTACT NAME: Janet Dutcher

PHONE/EMAIL: 7609325494 / jdutcher@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

[Proposed Resolution](#)

[Resolution R15-81](#)

History

Time	Who	Approval
11/30/2017 6:11 AM	County Administrative Office	Yes
11/29/2017 2:42 PM	County Counsel	Yes
11/29/2017 3:38 PM	Finance	Yes



DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

Stephanie M. Butters
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM
Director of Finance

P.O. Box 556
Bridgeport, California 93517
(760) 932-5490
Fax (760) 932-5491

Date: December 5, 2017

To: Honorable Board of Supervisors

From: Janet Dutcher, Finance Director
Leslie Chapman, County Administration Officer

Subject: Adopt Resolution R17-__, superseding and replacing Mono County Resolution R15-81 establishing Mono County's Revolving Loan Fund for the purchase of deed-restricted housing within the Town of Mammoth Lakes

Action Requested:

Adopt Resolution R17-__, superseding and replacing Resolution R15-81 to remove language subordinating the County's Revolving Loan Fund to the Town of Mammoth Lakes' Revolving Loan Fund.

Background:

On November 17, 2015, the Mono County Board of Supervisors adopted Resolution 15-81 (copy attached) authorizing the creation of a Revolving Loan Fund (RLF) for the purpose of preserving deed-restricted housing within the Town of Mammoth Lakes (TOML). The resolution enables short-term loans to Mammoth Lakes Housing (MLH) for the purchase of deed-restricted properties. Section Three of Resolution R15-81 limits the use of Mono County's RLF to circumstances where there are insufficient funds available through the TOML's Revolving Loan Fund program. In other words, the County's RLF is "subordinate" to the TOML's RLF and may only be accessed when there are insufficient funds in the TOML's RLF.

The TOML previously loaned \$300,000 to MLH for the purchase of a deed-restricted property, which is scheduled to be sold on December 6th, at which time the TOML's RLF will be replenished back to its full \$300,000 balance. The County has existing loans to MLH for \$20,000 (scheduled to be repaid on December 6th) and \$220,000 (scheduled to be repaid on December 8th).

MLH has received another first right of refusal to buy and preserve a deed restricted home in Mammoth Lakes. The appraisal of this home is currently under way and its estimated buyback cost is approximately \$190,000 or less, depending on the appraisal. The option to purchase this home expires on December 7th.

Discussion:

MLH reached out to the TOML about using the Town's RLF to purchase the \$190,000 deed-restricted home described above, but the TOML has made a strategic decision to put its RLF on hold until after financing on the Shady Rest parcel is known. This decision in effect also places Mono County's RLF on hold because of the subordination restriction in Resolution R15-81 described previously. Staff recommends modifying (by superseding and replacing) Resolution R15-81 to remove the subordination requirement so that funds from the County's RLF may be utilized regardless of the availability of funds within the TOML's RLF. This will enable MLH to safely exercise its purchase option on December 7th since funding for the purchase can be secured directly through the County's RLF pursuant to a loan agreement which, by prior delegation by your Board, may be executed by the CAO in consultation with County Counsel.

Fiscal Impact:

Removing this restriction will allow Mammoth Lakes Housing to exercise an option on December 7th to purchase a deed-restricted home valued at approximately \$190,000.



RESOLUTION NO. R17-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS SUPERSEDING AND REPLACING
BOARD RESOLUTION 15-81, WHICH CREATED
A REVOLVING LOAN FUND FOR THE PURCHASE
OF DEED-RESTRICTED HOUSING
WITHIN THE TOWN OF MAMMOTH LAKES,
TO REMOVE THE REQUIREMENT THAT
FUNDS ONLY BE MADE AVAILABLE WHERE THERE ARE
INSUFFICIENT FUNDS WITHIN THE TOWN OF
MAMMOTH LAKES' REVOLVING LOAN FUND**

WHEREAS, Mammoth Lakes Housing, Inc. (hereinafter "MLH"), a non-profit public benefit corporation, administers an affordable housing program including the implementation and monitoring of deed-restricted below-market-rate units; and

WHEREAS, the Housing Element of the Mono County General Plan (hereinafter "Housing Element") documents the need to provide affordable housing throughout the Mono County region, including within the Town of Mammoth Lakes (hereinafter "TOML"); and

WHEREAS, the Housing Element contains policies promoting and facilitating the provision of affordable housing to meet the needs of all economic segments and special housing groups, including the provision of deed-restricted below-market rate units serving low and moderate income and workforce households; and

WHEREAS, in addition, Housing Element policies encourage collaboration with the TOML and non-profit affordable housing providers, such as MLH, to develop a range of housing programs that address the needs of income-qualified residents throughout the region; and

WHEREAS, past housing needs assessments conducted by the County have documented the regional needs and shared responsibilities for affordable housing between the TOML and the County, recognizing that development within the unincorporated areas of the County creates a need for affordable housing within the TOML; and

WHEREAS, historically, funding for these activities has come from the TOML's Revolving Loan Fund (hereinafter "RLF"), comprised of TOML Housing In-Lieu Fees; however that fund is currently at capacity and several options will expire before it is replenished; and

WHEREAS, in order to maintain the optioned Units as affordable housing, in 2015 the County, by Resolution R15-81, authorized the creation a County Revolving Loan Fund comprised of the balance of the County's Housing Mitigation Fund, plus additional County moneys, up to a total of \$300,000, to be used for purposes consistent with the County's affordable housing goals (hereinafter the "Mono County Revolving Loan Fund" or "Mono RLF");

1 **WHEREAS**, the County now wishes to modify the Mono RLF established by R15-81 to eliminate the
2 condition that Mono RLF funds be used only when there are insufficient funds in the TOML RLF without
3 otherwise affecting the other terms, conditions and requirements applicable to the Mono RLF;

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

6 **SECTION ONE: Findings**. The Board of Supervisors finds that:

- 7 (1) the acquisition of deed-restricted below-market-rate housing for sale to low income, moderate-
8 income, and workforce households within the TOML is consistent with and furthers the policies set
9 forth in the County's General Plan and Housing Element;
- 10 (2) development within the unincorporated areas of Mono County creates a need for workforce and
11 affordable housing units countywide, including within the TOML; and
- 12 (3) the creation of a source of funds to provide low and moderate income and workforce housing
13 furthers the County's express General Plan and Housing Element goals as well as the public
14 purposes of preserving and providing affordable housing stock in the region and mitigating the
15 impacts of market-rate development within the unincorporated areas.

16 **SECTION TWO: Revolving Loan Fund**. There shall continue to be in the County Treasury the Mono
17 County Revolving Loan Fund, which shall consist of the entire balance of the County's Housing
18 Mitigation Fund plus such additional County-only funds from within the County Treasury as may be
19 necessary to meet the purposes set forth herein, up to a total amount of \$300,000.

20 **SECTION THREE: Use of Fund Moneys**. Short-term loans (up to one year) from the Mono RLF may
21 be made to MLH for the acquisition of existing deed/resale restricted housing units within the TOML
22 for the purpose of preserving housing for low-income, moderate-income and workforce households
23 (hereinafter "Units"). Units purchased shall be marketed for sale as below market rate.

24 **SECTION FOUR: Interest, Security, and Repayment**. Interest shall be charged to MLH on Mono RLF
25 loans made for the purposes set forth herein in the amount of the County Treasury's return on
26 investment from the fiscal-year quarter immediately preceding the date the loan is made. Security shall
27 be given in the form of a first priority deed of trust on the acquired Unit. Loans shall be repaid in full to
28 the Mono RLF upon the sale of the Unit, or within one year, whichever is sooner.

SECTION FIVE: Loan Agreements. The County Administrative Officer, in consultation with County
Counsel, is authorized to negotiate, and execute on behalf of the County, loan agreements with MLH
consistent with this Resolution, in amounts not to exceed \$300,000 or the available uncommitted Mono
RLF fund balance, whichever is less, for the purpose of acquiring and reselling at below market rates
existing Units within the TOML.

SECTION SIX: Reporting. Quarterly reports on Mono RLF loan activities shall be presented to the
County Board of Supervisors by MLH staff. Reports shall include all financial activity since the
previous reporting period as well as descriptions of Units preserved and Units returned to the deed-
restricted market as a result of a Mono RLF loan. If no Mono RLF loan has been made or is
outstanding, then no reporting shall be required.

SECTION SEVEN: Termination of Mono RLF. The County reserves the right at any time and in its
sole discretion, to cancel, close, and/or terminate the Mono RLF by providing notice to MLH that no

1 further loans will be made. Upon receipt of such notice and by the date stated in the loan agreement,
2 MLH shall repay to the Mono RLF any amounts then outstanding.

3 **SECTION EIGHT: Resolution R15-81 Superseded.** This Resolution supersedes, and replaces in its
4 entirety, that Resolution R15-81 of the Mono County Board of Supervisors adopted the 17th day of
November, 2015, which shall be of no further force and effect.

5 **PASSED, APPROVED AND ADOPTED** this 5th day of December, 2017, by the following vote:

6 AYES :
7 NOES :
8 ABSTAIN :
9 ABSENT :

10 ATTEST: _____
11 Clerk of the Board Stacy Corless, Chair
12 Board of Supervisors

13 APPROVED AS TO FORM:
14
15

16 _____
COUNTY COUNSEL
17
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R15- 81

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE CREATION OF A REVOLVING LOAN FUND
FOR THE PURCHASE OF DEED-RESTRICTED HOUSING WITHIN THE TOWN OF
MAMMOTH LAKES AND AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER,
IN CONSULTATION WITH COUNTY COUNSEL, TO NEGOTIATE AND EXECUTE LOAN
AGREEMENTS CONSISTENT WITH THE REQUIREMENTS SET FORTH HEREIN**

WHEREAS, Mammoth Lakes Housing, Inc. (hereinafter "MLH"), a non-profit public benefit corporation, administers an affordable housing program including the implementation and monitoring of deed-restricted below-market-rate units; and

WHEREAS, the Housing Element of the Mono County General Plan (hereinafter "Housing Element") documents the need to provide affordable housing throughout the Mono County region, including within the Town of Mammoth Lakes (hereinafter "TOML"); and

WHEREAS, the Housing Element contains policies promoting and facilitating the provision of affordable housing to meet the needs of all economic segments and special housing groups, including the provision of deed-restricted below-market rate units serving low and moderate income and workforce households; and

WHEREAS, in addition, Housing Element policies encourage collaboration with the TOML and non-profit affordable housing providers, such as MLH, to develop a range of housing programs that address the needs of income-qualified residents throughout the region; and

WHEREAS, past housing needs assessments conducted by the County have documented the regional needs and shared responsibilities for affordable housing between the TOML and the County, recognizing that development within the unincorporated areas of the County creates a need for affordable housing within the TOML; and

WHEREAS, consistent with inclusionary housing policies adopted by the TOML, MLH has a right (i.e., an option) to purchase certain existing deed-restricted below-market rate units within the TOML (hereinafter "Units") when they are placed on the market for sale, for the purpose of reselling the Units to qualified buyers, thereby preserving affordable housing stock within the TOML; and

WHEREAS, historically, funding for these activities has come from the TOML's Revolving Loan Fund (hereinafter "RLF"), comprised of TOML Housing In-Lieu Fees; however that fund is currently at capacity and several options will expire before it is replenished; and

WHEREAS, in order to maintain the optioned Units as affordable housing, and to provide funding when the TOML's Revolving Loan Fund is at capacity, the County wishes to authorize a County Revolving Loan Fund comprised of the balance of the County's Housing Mitigation Fund, plus additional County moneys, up to a total of \$300,000, to be used for purposes consistent with the County's affordable housing goals (hereinafter the "Mono County Revolving Loan Fund" or "Mono RLF");

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that:

SECTION ONE: Findings. The Board of Supervisors finds that: (1) the acquisition of deed-restricted below-market-rate housing for sale to low income, moderate-income, and workforce households within the TOML is consistent with and furthers the policies set forth in the County's

1 General Plan and Housing Element; (2) development within the unincorporated areas of Mono County
2 creates a need for workforce and affordable housing units countywide, including within the TOML;
3 and (3) the creation of a source of funds to provide low and moderate income and workforce housing
4 furthers the County's express General Plan and Housing Element goals as well as the public purposes
5 of preserving and providing affordable housing stock in the region and mitigating the impacts of
6 market-rate development within the unincorporated areas.

7 **SECTION TWO: Creation of Fund.** There is hereby created in the County Treasury the Mono
8 County Revolving Loan Fund, which shall consist of the entire balance of the County's Housing
9 Mitigation Fund plus such additional County-only funds from within the County Treasury as may be
10 necessary to meet the purposes set forth herein, up to a total amount of \$300,000.

11 **SECTION THREE: Use of Fund Moneys.** Short-term loans (up to one year) from the Mono
12 RLF shall be used by MLH for the acquisition of existing deed/resale restricted housing units within
13 the TOML for the purpose of preserving housing for low-income, moderate-income and workforce
14 households. Units purchased shall be marketed for sale as below market rate. The Mono RLF shall be
15 available for these purposes only when sufficient funds are not available through the TOML's
16 Revolving Loan Fund, and only to the extent of such unavailability.

17 **SECTION FOUR: Interest, Security, and Repayment.** Interest shall be charged to MLH on
18 Mono RLF loans made for the purposes set forth herein in the amount of the County Treasury's return
19 on investment from the fiscal-year quarter immediately preceding the date the loan is made. Security
20 shall be given in the form of a first priority deed of trust on the acquired Unit. Loans shall be repaid in
21 full to the Mono RLF upon the sale of the Unit, or within one year, whichever is sooner.

22 **SECTION FIVE: Loan Agreements.** The County Administrative Officer, in consultation with
23 County Counsel, is authorized to negotiate, and execute on behalf of the County loan agreements with
24 MLH consistent with this Resolution, in amounts not to exceed \$300,000 or the available uncommitted
25 Mono RLF fund balance, whichever is less, for the purpose of acquiring and reselling at below market
26 rates existing Units within the TOML.

27 **SECTION SIX: Reporting.** Quarterly reports on Mono RLF loan activities shall be presented
28 to the County Board of Supervisors by MLH staff. Reports shall include all financial activity since the
previous reporting period as well as descriptions of Units preserved and Units returned to the deed-
restricted market as a result of a Mono RLF loan. If no Mono RLF loan has been made or is
outstanding, then no reporting shall be required.

SECTION SEVEN: Termination of Mono RLF. The County reserves the right at any time
and in its sole discretion, to cancel, close, and/or terminate the Mono RLF by providing notice to MLH
that no further loans will be made. Upon receipt of such notice and by the date stated in the loan
agreement, MLH shall repay to the Mono RLF any amounts then outstanding.

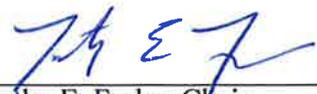
PASSED, APPROVED and ADOPTED this 17th day of November, 2015, by the following
vote, to wit:

AYES: Supervisors Alpers, Corless and Fesko.

NOES: Supervisor Stump.

ABSENT: None.

ABSTAIN Supervisor Johnston.



Timothy E. Fesko, Chair
Mono County Board of Supervisors

APPROVED AS TO FORM:



County Counsel

ATTEST:


Asst. Clerk of the Board



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2017

Departments: Social Services

TIME REQUIRED 10 minutes (5 minute presentation, 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Kathy Peterson; Francie Avitia

SUBJECT Housing and Disability Income Advocacy Program (HDAP)

AGENDA DESCRIPTION:

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

The Housing and Disability Advocacy Program is a county administered program that assists disabled individuals (including those in families) who are experiencing homelessness to apply for disability benefit programs while also providing housing assistance. Authorization is sought for the Department of Social Services to receive the California Department of Social Services HDAP grant in the amount of \$75,000 for Fiscal Years 2017-20.

RECOMMENDED ACTION:

Authorize the Department of Social Services to receive from the California Department of Social Services a Housing and Disability Advocacy Program grant in the amount of \$75,000 for Fiscal Years 2017-20.

FISCAL IMPACT:

The grant will provide up to \$75,000 for fiscal years 2017-20, and requires a 100% match which has been identified through Mental Health Service Act funds and county general funds allocated to Social Services. No new county general funds will be required.

CONTACT NAME: Kathy Peterson

PHONE/EMAIL: 760-924-1763 / kpeterson@mono.ca.gov

SEND COPIES TO:

Kathy Peterson

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report
<input type="checkbox"/> HDAP Application

History

Time	Who	Approval
11/30/2017 6:08 AM	County Administrative Office	Yes
11/29/2017 2:23 PM	County Counsel	Yes
11/29/2017 9:38 AM	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
FAX (760) 932-5287

MAMMOTH LAKES OFFICE
(760) 924-1770
FAX (760) 924-5431



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director *KAP*

Date: December 5, 2017

Re: Housing and Disability Income Advocacy Program (HDAP) Grant

Recommended Action:

Authorize the Department of Social Services to receive from the California Department of Social Services a Housing and Disability Advocacy Program grant in the amount of \$75,000 for Fiscal Years 2017-20.

Fiscal Impact:

The grant will provide up to \$75,000 for fiscal years 2017-20, and will require a 1:1 match which has been identified through Mental Health Service Act funds and county general funds allocated to Social Services. No new county general funds will be required.

Discussion:

Assembly Bill 1603 established the California Department of Social Services (CDSS) Housing and Disability Income Advocacy Program (HDAP), a county administered program that assists disabled individuals (including those in families) who are experiencing homelessness apply for disability benefit programs while also providing housing assistance. HDAP requires that counties offer outreach, case management, advocacy, and housing assistance to all program participants. The 2017-18 California State Budget appropriated \$43,461,000 for the program, which is available over a three-year period, from July 1, 2017 through June 30, 2020. Mono County has received an allocation of \$75,000 for fiscal years 2017-20.

The Mono County Department of Social Services submitted the grant application by the October 31, 2017 deadline. See Mono County HDAP Application, attached.

Housing and Disability Income Advocacy Program (HDAP)
Request for Funding and Certification

I. PROGRAM CONTACT

Please complete the information below for the appropriate county contact(s) for the HDAP application and program implementation. A secondary contact should be used for day-to-day correspondence or as an alternate in the event the primary contact is unavailable.

County: Mono Department: Social Services

Contact Name: Kathryn Peterson Title: Director, Social Services

Address: PO Box 2969, Mammoth Lakes, CA 93546

Email: kpeterson@mono.ca.gov Phone: 760/924-1763

Contact Name: Francie Avitia Title: Program Manager, Social Services

Address: PO Box 2969, Mammoth Lakes, CA 93546

Email: favitia@mono.ca.gov Phone: 760/924-1789

II. PROGRAM FUNDING REQUEST

Complete the total amount of state HDAP funds the county is requesting, the total amount of county match, and the total program budget for the duration of the program (beginning with program implementation through June 30, 2020).

Program Funding Breakdown	
Total State HDAP Funding Requested	\$75,000
Total Amount of County Funding Match [^]	\$75,000
Total Program Funding (state and county)	\$150,000
Target Number (unduplicated) of Individuals to Serve	30

[^]Indicate the status of the county match funding request below by checking the appropriate box

Program proposal and budget approved by Board of Supervisors (attach verification)

Program proposal and/or program budget is pending approval by Board of Supervisors.

Anticipated date approval will be granted: December 2017

III. DIRECTOR'S CERTIFICATION

I certify that the County will administer the Housing and Disability Advocacy Program pursuant to the conditions set forth by the California Department of Social Services. I certify the information completed above and attached is true and correct.

Director's Name: Kathryn Peterson

Signature: _____ Date: October 31, 2017

Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

Program Description

Use the template below to describe the services that will be delivered relative to outreach, case management, disability benefits advocacy and housing assistance to HDAP clients. Counties with existing HDAP like programs may wish to consider using existing program information and materials to respond to the questions below.

	Outreach
<p>Description of Services including:</p> <ul style="list-style-type: none"> • process for referring people; • planned outreach; • coordination with existing systems and integrating services as necessary 	<p>Mono HDAP staff will coordinate and integrate referrals through a variety of local partners, including:</p> <ul style="list-style-type: none"> ▪ Continuum of Care (CoC) HDAP Committee and the Coordinated Entry System (currently under development) ▪ Inyo Mono Advocates for Community Action (IMACA), via their administration of Rapid Rehousing, Homelessness Prevention, and Emergency Shelter programs ▪ No Place Like Home Program, via supportive services planning group (our implementation partner, DBH, will lead this project) ▪ Mammoth Lakes Housing, non-profit workforce housing agency ▪ Community Corrections Partnership/AB 109 Partnership ▪ Mammoth Hospital and Toiyabe Indian Health Clinic. (Securing benefits for high users of the hospital emergency room and inpatient treatments will allow county medical providers to get reimbursement for their services.) <p>Planned outreach will include in-person presentations on the HDAP program to each of the above listed groups. HDAP staff will also outreach to populations likely eligible for HDAP services, such as individuals or families experiencing homelessness who are:</p> <ul style="list-style-type: none"> ▪ General Assistance/General Relief (GA/GR) applicants and recipients with disabilities ▪ CalWORKs recipients with disabilities ▪ CalFresh recipients with disabilities ▪ low-income veterans with disabilities ▪ low-income individuals with disabilities who are being discharged or can be diverted from any of the following, if that individual was experiencing homelessness before entering the institution: jails; prisons; hospitals; long term care facilities; or rehabilitation facilities <p>HDAP staff will actively integrate program services by offering program information and assisting with applications for the above listed assistance programs and any other benefits the participant wishes to seek or may be eligible to. For example, if an individual is likely eligible for CalFresh benefits the participant will be provided targeted case management to successfully complete the CalFresh application to obtain benefits and maintain benefits on an ongoing basis.</p>

Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

	<p>Other strategies include:</p> <ul style="list-style-type: none"> ▪ Engaging GA/GR applicants early on (i.e. intervene quickly when they first apply for GA/GR benefits) ▪ Collaboration with the Mono County Inmate Reentry Coordinator Program, operated by Community Service Solutions, a 501(c)3 non-profit, to provide pre-release advocacy by developing applications for disability benefits four months before the inmates' release date to reduce the person's time without income after release. This strategy aims to achieve greater stability for participants while also reducing county costs on GA/GR, county health and mental health services, and homeless services. <p>An HDAP Referral Form will be created by the Mono HDAP Program. Referrals to the HDAP will be made to both Mono County Dept. of Social Services (DSS) and Mono County Dept. of Behavioral Health (DBH). This could include current customers of county services, including General Assistance/General Relief (GA/GR) applicants and Behavioral Health and AOD clients. DSS and DBH will meet to discuss and prioritize referrals for acceptance, based on input from the CoC HDAP Committee.</p>
<p>How Services will be Delivered (in-house or contracted, specify contractor)</p>	<p>In-house by DSS Eligibility Specialists and DBH Case Managers</p>
<p>Target Number of Individuals (to be screened for eligibility)</p>	<p>30</p>
<p>Case Management</p>	
<p>Description of Services including:</p> <ul style="list-style-type: none"> ▪ how the program will support clients throughout the application and housing search processes, and will actively integrate services (e.g., ensure transportation or other resources needed to attend required appointments are easily available or provided, that participants have access to other benefits they may be entitled to) 	<p>To help participants stay engaged in the lengthy disability benefits application process, access to services— housing, transportation, substance abuse services, or physical and mental health treatment— needed by the HDAP participants will be provided.</p> <p>Staff will accompany clients to appointments, serve as a liaison between SSA and applicants, ensure that the recipient attends appointments by arranging for or providing transportation, and filing supplemental paperwork as necessary.</p> <p>Participants who self-identify as having a “long-term disability” will be given an appointment with an HDAP staff person trained in advocacy who will conduct a detailed interview to determine whether the applicant is a likely candidate for disability benefit programs. If so, staff will set a follow-up appointment with the individual to complete the disability benefits application and assess additional short- and long-term needs.</p> <p>The program will work to keep clients engaged by ensuring their immediate needs are met by linking them with housing, and other community services, such as:</p>

Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

	<ul style="list-style-type: none"> ▪ Clothing, shoes, and other hygiene supplies ▪ Arranging for or providing transportation to medical appointments, interviews, exams, etc. ▪ On a case-by-case basis, providing financial assistance for medical evaluations when other government benefit programs cannot help <p>Mono HDAP staff will:</p> <ul style="list-style-type: none"> ▪ Engage participants early and continue to reach out to and communicate with them throughout the process ▪ Build rapport with HDAP participants and get their buy-in to the application process ▪ Staff will strive to identify needs quickly and coordinate services to prevent medical emergencies or homelessness, when possible ▪ Staff will to meet with and keep in touch with applicants during all phases of the application process <p>Staff will maintain as well as develop new relationships with other county agencies and CBOs to effectively coordinate efforts and services.</p> <ul style="list-style-type: none"> ▪ Mono County Department of Behavioral Health staff will use their expertise to communicate with clients across barriers such as mental illness, addiction, or language ▪ Mono County Public Health will be consulted regarding participant medical issues, where appropriate ▪ Inyo Mono Advocates for Community Action and Mammoth Lakes Housing will be engaged during the process to secure interim and permanent housing for HDAP participants ▪ The legal expertise of CBOs, such as Mammoth Lakes Housing, Indian Legal Services, and CA Rural Legal Assistance, will be leveraged to meet participants’ needs. <p>Disability Benefits Training: Case managers will be regularly and continually trained to ensure they are knowledgeable and experienced in disability benefits advocacy. National Health Care for the Homeless Council and the SOAR program have SSI advocacy curricula that Mono HDAP staff will use for training purposes.</p>
<p>How Services will be Delivered (in-house or contracted, specify contractor)</p>	<p>In-house by DSS and DBH case managers and eligibility specialists</p>
<p>Target Number of Individuals (to be provided case management)</p>	<p>20</p>

Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

	Disability Benefits Advocacy
<p>Description of Services including:</p> <ul style="list-style-type: none"> ▪ screening ▪ assessing ▪ preparing and filing disability applications ▪ gathering required documentation ▪ timely submission of benefits claims ▪ timeframe needed for reconsideration documents 	<p>Screening and assessing:</p> <p>HDAP staff will work in collaboration with the CoC and the coordinated entry system (currently under development) to ensure populations with the highest need are given the highest priority and able to access HDAP services.</p> <p>While Mono County’s local coordinated entry system is being developed, HDAP staff will coordinate with the CoC on the use of alternative screening or triage tools to identify high need homeless individuals. Such screening tools will be used to ensure program applicants that are chronically homeless and/or rely most heavily on state or county funded programs are given highest priority for HDAP services.</p> <p>Preparing and filing disability applications; gathering required documentation:</p> <p>Gathering documentation and filing disability benefits applications can be exceptionally difficult for HDAP participants who may have no phone, no access to tools needed to apply, and little or no money to get around. In addition, applicants with persistent and severe mental illnesses are extremely unlikely to apply for benefits on their own. Application assistance is also essential for those whose cases are complicated by lack of regular medical treatment or a history of alcohol and drug addiction.</p> <p>HDAP staff will do the following:</p> <ul style="list-style-type: none"> ▪ Assist participants in compiling a record and navigating the system, including assisting participants to organize information, connect with medical providers, gather medical records, obtain current evaluations from treating clinicians, make phone calls, and assist with travel between government offices, medical providers, and the like ▪ Meet with participants to obtain as much background information as possible and then ask the participant to sign several release forms so that HDAP staff can obtain information from other sources, as needed ▪ Learn the standards SSA uses to decide if someone is disabled; the right questions to ask to jog a person’s memory and get the type of information needed to support an application; where and how to find medical records; and will become familiar with the required forms and questionnaires, and will help applicants complete them. ▪ Assist participants who are probably eligible but whose SSI applications are denied to ask for reconsideration of their applications. The timeframe needed for reconsideration documents will vary depending on the participant and their circumstances.

Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

	<ul style="list-style-type: none"> ▪ Staff will also assist participants with timely submission of benefits claims <p>HDAP staff will develop a good relationship with the local SSA field offices and the California State Department of Social Services Disability Determination Services (DDS). By understanding what the ultimate decision-makers look for in an application, staff can more effectively put together successful applications and avoid wasting time on developing application elements that are unlikely to succeed.</p> <p>HDAP staff will assess when legal representation advocacy services may be integrated into the HDAP program to help participants complete the entire application process for disability income benefit programs, at no cost to program participants.</p>
<p>How Services will be Delivered (in-house or contracted, specify contractor) Indicate if the county intends to use a specific program design (e.g., SOAR)</p>	<p>In-house (DSS and DBH). The county intends to train case managers and eligibility specialists using the SOAR program and the National Health Care for the Homeless Council on-line training curriculum.</p>
<p>Oversight and Quality Assurance Process include how to ensure:</p> <ul style="list-style-type: none"> • benefit applications are complete • necessary follow-up is conducted • application approval rates are adequate • If the county already operates an HDAP program, include how the county intends to improve existing disability advocacy services <p><i>Note: approval rates will vary by program and may be impacted by existing advocacy infrastructure, the size of the population in need, service area, etc.</i></p>	<p>Staff will receive disability benefits advocacy training through the National Health Care for the Homeless Council and the SOAR program using their on-line curricula. They will adopt program best practices and principals to ensure applications are complete and appropriate follow up is conducted.</p> <p>Staff will assist with Disability Benefit applications from the beginning of the process through to fair hearings and beyond, and will stress ongoing contact with participants so that the application is adequately developed to ensure early approval and a high success rate. Application completion will be tracked using internal tracking mechanisms and assessed through a process evaluation.</p> <p>The county does not currently operate a formal HDAP program; however, staff plan to implement an approval rate tracking system. The department will then compare its approval rates with those of other similar small counties to determine whether application approval rates are adequate. If approval rates are deemed to be inadequate, staff will explore additional training and technical assistance opportunities.</p>
<p>Target Number of Individuals (to be provided disability benefits advocacy services)</p>	<p>20</p>

Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

	Housing Assistance
<p>Description of Services including:</p> <ul style="list-style-type: none"> ▪ types of housing, including interim housing when permanent housing is not immediately secured ▪ housing identification procedures, including how they will consider client preferences, and proximity to transportation or other services ▪ how services will be coordinated with homeless Continuum of Care and integrated with the Coordinated Entry System ▪ standards for determining housing payments (e.g., fair market rent or other standard) ▪ how clients will transition from interim to permanent housing, and have the ability to maintain permanent housing once they are no longer receiving HDAP services ▪ for those denied disability benefits, steps the county intends to take to ensure those individuals do not return to homelessness 	<p>Types of housing, including interim housing when permanent housing is not immediately secured:</p> <p>Hotels/motels and hostels may be used as interim housing when permanent housing isn't immediately secured. There are no homeless shelters in Mono County. Wild Iris Family Crisis and Counseling Center may be able to provide interim housing for HDAP participants who are also victims of domestic violence and sexual assault. IMACA offers Rapid Rehousing, Homelessness Prevention, and Emergency Shelter Programs which may be used in conjunction with HDAP supportive services.</p> <p>Housing identification procedures, including how they will consider client preferences, and proximity to transportation or other services:</p> <p>Housing identification will vary greatly depending upon the region of the county in which the HDAP participant is located. Staff will work with landlords and property management companies to determine what is available, when it is available, and whether a particular physical disability that could require accessibility can be accommodated. Client preferences regarding location of housing in proximity to family, established support system, and access to other supportive services will be given priority, where possible. Public transportation via Eastern Sierra Transit Authority is provided throughout the county, though it is limited. For example, the ESTA bus travels between the small town of Benton and Bishop (commercial area) only two days per week.</p> <p>How services will be coordinated with homeless Continuum of Care and integrated with the Coordinated Entry System:</p> <p>Because Mono County has a very small population (just under 14,000 residents), and very few service providers working on homeless/housing issues, we're able to easily gather in one room to assess what we know about our local need, and to work collaboratively with the CoC and Coordinated Entry System (CES) to ensure populations with the highest needs are given the highest priority and ensure these participants can access HDAP services.</p> <p>DSS/DHB will use screening/triage tools (yet to be developed) as adopted by the Coordinated Entry System to ensure HDAP participants that are chronically homeless and/or rely most heavily on state or county funded programs are given highest priority for HDAP services.</p> <p>If the CES tools are not finalized by the time of HDAP program implementation, DSS/DHB will rely on the input of the Mono HDAP Committee, a sub-group of the Continuum of Care Board. Committee meetings will occur quarterly or more often, as needed.</p> <p>Standards for determining housing payments (e.g., fair market rent or other standard):</p> <p>Fair market rent is the proposed housing payment standard at the time of</p>

Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

	<p>this application. Technical assistance will be sought regarding setting housing payment standards.</p> <p>How clients will transition from interim to permanent housing, and have the ability to maintain permanent housing once they are no longer receiving HDAP services:</p> <p>HDAP staff will assist residents in obtaining and maintaining safe, affordable permanent housing; work with residents to identify and address their barriers to permanent housing; provide them with support during the transition to permanent housing; work with community partners to assist them in developing skills required to meet obligations of tenancy; seek to improve residents’ ADL skills; begin/maintain recovery from substance abuse, and promote continued use of community-based services.</p> <p>For participants with mental illness, HDAP staff will collaborate with Mono County Behavioral Health Case Managers to evaluate whether individuals can access housing funds through the Full Service Partnership funds or other Mental Health Services Act funds. Additionally, the Behavioral Health Department plans to apply for No Place Like Home funds in summer 2018 to build permanent supportive housing; HDAP participants with serious mental illness would qualify for these units.</p> <p>For those denied disability benefits, steps the county intends to take to ensure those individuals do not return to homelessness:</p> <p>Individuals denied disability benefits will receive an assessment to determine what alternative services may be available to ensure, to the greatest extent possible, they do not return to homelessness. This may include housing and supportive services through future No Place Like Home units for those with mental illness. Other options to be explored are low income housing offered through IMACA and the possibility of Section 8 vouchers, although both are currently in short supply. Mammoth Lakes Housing is working to increase the number of workforce and low-income housing units, and those may be available for consideration in the out years. Finally, if a participant chooses, options for available supportive services outside of the county would be explored (for example, Inyo County to the south, where slightly more low-income supportive, permanent housing options exist).</p>
How Services will be Delivered (in-house or contracted, specify contractor)	In-house by DSS and DBH case managers and eligibility specialists
Target Number of Individuals (to be provided housing assistance)	20
	Optional: Workforce Development (complete only if the county intends to include a workforce development component).
Description of Services	N/A

Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

How Services will be Delivered (in-house or contracted, specify contractor)	N/A
Target Number of Individuals (to be provided workforce development)	N/A

Program Statement of Need

Complete the information below with the most recent data available at the county level. Indicate n/a if data is not available. Use the narrative portion to provide justification or other evidence to demonstrate the need for HDAP funding.

Mono County		2015	2016	2017	Notes
County's Homeless Point in Time Counts	Chronic Homeless	3	0	1	The HIC-PIT Count must be conducted during the last ten days in January, which is why the numbers are lower than other times of the year. Temperatures can be in the low teens in January; many homeless temporarily move to warmer climes during this time. The PIT count does not include individuals who are couch surfing, and we know this count is high, especially during the winter months. We also know there is significant overcrowding due to high cost of housing, especially in the ski town of Mammoth Lakes.
	Homeless	11	1	1	
General Assistance/Relief Caseloads		5	3	5	
Frequent users of emergency services (if available)		n/a	n/a	n/a	
Caseload counts for existing HDAP-like programs in the county (if applicable)		n/a	n/a	n/a	

Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

<p>Average approval rates and time from application to disposition for counties with existing HDAP-like programs (if applicable)</p>	<p>n/a</p>	<p>n/a</p>	<p>n/a</p>	
<p>Narrative Description to Support Need for HDAP funding (Describe how the county has determined the need for HDAP funding, based on the county level data indicated above).</p>	<p>Mono County is requesting the minimum allocation amount of \$75,000. We currently do not have an HDAP-like program. Once the Mono County HDAP is fully implemented, we may find we need more program funding. At this point in time however, our homeless population numbers, while clearly underrepresented, do not support a larger program.</p>			

Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

Program Budget (submit a budget for each fiscal year)

County Name: Mono
Fiscal Year: 2017-2018

Description of Service Component (as described in program description)	County Funded (Include amount and source)		State Funded Amount		Target Number of Individuals to Serve
	County Service (In House)	Contracted Service	County Service (In House)	Contracted Service	
Administration (e.g. data tracking, program management)	(5%) \$1,250				N/A
Outreach	(10%) \$2,500				10
Case Management	(25%) \$6,250				6
Disability Benefits Advocacy	(25%) \$6,250		\$5,000		6
Housing-Related Case Management	(25%) \$6,250				6
Housing Financial Assistance	(10%) \$2,500		\$20,000		6
Workforce Development (Optional)	\$0	\$0			n/a
Total	\$25,000	\$0	\$25,000	\$0	N/A
Total number of individuals to serve (unduplicated count) in FY 2017-18¹					10

Attach a proposed organizational chart if the program budget includes new positions within the county department.

Program Budget (submit a budget for each fiscal year)

¹ The total number of individuals served should include only those *newly served* in the fiscal year and should not include any that are carried over from the prior fiscal year. Counties may include this level of detail in their program plan description, if desired.

Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

County Name: Mono
Fiscal Year: 2018-2019

Description of Service Component (as described in program description)	County Funded (Include amount and source)		State Funded Amount		Target Number of Individuals to Serve
	County Service (In House)	Contracted Service	County Service (In House)	Contracted Service	
Administration (e.g. data tracking, program management)	(5%) \$1,250	--	--	--	N/A
Outreach	(10%) \$2,500	--	--	--	10
Case Management	(25%) \$6,250	--	--	--	7
Disability Benefits Advocacy	(30%) \$6,250	--	\$5,000	--	7
Housing-Related Case Management	(30%) \$6,250	--	--	--	7
Housing Financial Assistance	--	--	\$20,000	--	7
Workforce Development (Optional)	--	--	--	--	--
Total	\$25,000	\$0	\$25,000	\$0	N/A
Total number of individuals to serve (unduplicated count) in FY 2018-19²					10

Attach a proposed organizational chart if the program budget includes new positions within the county department.

² The total number of individuals served should include only those *newly served* in the fiscal year and should not include any that are carried over from the prior fiscal year. Counties may include this level of detail in their program plan description, if desired.

Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

Program Budget (submit a budget for each fiscal year)

County Name: Mono
Fiscal Year: 2019-2020

Description of Service Component (as described in program description)	County Funded (Include amount and source)		State Funded Amount		Target Number of Individuals to Serve
	County Service (In House)	Contracted Service	County Service (In House)	Contracted Service	
Administration (e.g. data tracking, program management)	(5%) \$1,250				N/A
Outreach	(10%) \$2,500				10
Case Management	(25%) \$6,250				7
Disability Benefits Advocacy	(25%) \$6,250		\$5,000		7
Housing-Related Case Management	(25%) \$6,250				7
Housing Financial Assistance	(10%) \$2,500		\$20,000		7
Workforce Development (Optional)	\$0	\$0			--
Total	\$25,000	\$0	\$25,000	\$0	N/A
Total number of individuals to serve (unduplicated count) in FY 2019-20³					10

Attach a proposed organizational chart if the program budget includes new positions within the county department.

³ The total number of individuals served should include only those *newly served* in the fiscal year and should not include any that are carried over from the prior fiscal year. Counties may include this level of detail in their program plan description, if desired.

Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

Implementation Timeline

Use the template below to indicate the anticipated program implementation timeline. Counties may add additional boxes as necessary.

	High level description of work that will be completed	Anticipated Completion Date
Establish Formal Partnerships		
Engagement with homelessness Continuum of Care (CoC)	Request CoC Board form a CoC HDAP Committee to advise HDAP implementation, outreach, and prioritization of HDAP participants. Participate in development of the local homeless coordinated entry system.	November 2017 and on-going
Status of CoC Coordinated Entry ⁴	Our CoC is in the process of updating their coordinated entry system.	January 2018
Collaboration with other county departments, including behavioral health	<ul style="list-style-type: none"> ▪ DBH will serve as implementation partner ▪ DPH will make referrals and provide consultation 	December 2017 and on-going
Contractor(s) and partner(s): list specific organization(s) and the anticipated date that contracts/MOUs will be executed	No contracts or MOUs are required for our collaboration with community partners. As a small population county, partner staff already have an established network and regularly work together on a variety of community-based projects to serve residents in need of advocacy and supportive services.	n/a
Program Development		
Hire and train staff	DSS and DBH Eligibility Specialist and Case Managers will receive enhanced training through on-line training, including the SOAR Program and others.	January 2018
Establish program policies and procedures	DSS and DBH will work together to establish policies and procedures for program implementation	February 2018
Develop program forms and notices	DSS will seek sample program forms and notices to customize for use in Mono County	February 2018
Community outreach/marketing	Conducted primarily through CoC; Adult MDT; case manager to case manager; agency to agency; and public notices posted in agency offices and on county website.	On-going beginning February 2018
In consultation with CDSS, develop data collection and evaluation process	Work with CDSS to create accurate and appropriate data collection and evaluation process.	On-going
Program Implementation		
Identification/outreach to potentially eligible individuals	See description in narrative sections.	January 2018

⁴ In accordance with the Notice Establishing Additional Requirements for a Continuum of Care (CoC) Centralized or Coordinated Assessment System issued on January 23, 2017, CoCs are expected to establish or update their coordinated entry process by January 23, 2018.

Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

<p>Outreach to potentially eligible individuals</p>	<p>The following partner agencies will assist in outreach efforts, along with identification and prioritization of individuals to receive HDAP Services:</p> <ul style="list-style-type: none"> ▪ Continuum of Care for Mono, Inyo, Alpine Counties ▪ Community Service Solutions (non-profit) Inmate Re-entry Coordinator Program ▪ Inyo Mono Advocates for Community Action ▪ Inyo-Mono Veterans Service Office ▪ Inyo-Mono Association for the Handicapped ▪ Mammoth Hospital ▪ Mono County Community Corrections Partnership ▪ Mono and Inyo Social Services ▪ Mono and Inyo Behavioral Health ▪ Mono and Inyo Public Health ▪ Toiyabe Indian Health Project ▪ Wild Iris Family Crisis and Counseling Center <p>DSS and DBH will work to ensure those individuals with the highest needs are given the highest priority for accessing HDAP services</p>	<p>January 2018</p>
<p>Begin accepting referrals</p>	<p>Target for referral acceptance is January 2017</p>	<p>January 2018</p>
<p>Begin filing disability applications</p>	<p>DSS and DBH staff will begin filing disability applications as soon as possible after notification of HDAP funding.</p>	<p>February 2018</p>
<p>Begin providing housing assistance</p>	<p>DSS and DBH staff will begin providing housing assistance as soon as possible after notification of HDAP funding.</p>	<p>January 2018</p>



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2017

Departments: Elections

TIME REQUIRED 5 minutes

PERSONS Helen Nunn

SUBJECT 2018 HAVA Contract Agreement
#17G26125

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The U.S. Elections Administration Commission, through the State of California, is offering HAVA (Help America Vote Act) federal reimbursement funding for travel and training expenses and to improve the administration of elections. This funding will cover costs for one Elections staff member to attend HAVA training in January, the purchase of elections supplies and equipment needed to maintain polling place compliance with accessibility requirements, and accessibility training and education of poll workers.

RECOMMENDED ACTION:

Authorize Shannon Kendall, Mono County Clerk-Recorder-Registrar of Voters, to enter into a contract with the State of California for the program known as "HAVA Polling Place Accessibility Training Program".

FISCAL IMPACT:

Up to \$10,000 in grant funded reimbursement.

CONTACT NAME: Helen Nunn

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report
<input type="checkbox"/> Agreement 17G26125 and Exhibits
<input type="checkbox"/> CCC04/2017 Certification

History

Time	Who	Approval
11/30/2017 1:03 PM	County Administrative Office	Yes
11/30/2017 11:27 AM	County Counsel	Yes
11/30/2017 1:03 PM	Finance	Yes



COUNTY OF MONO

P.O. Box 237, Bridgeport, California 93517 Phone: 760-932-5530 Fax: 760-932-5531

*Shannon Kendall
County Clerk \bar{w} Recorder \bar{w} Registrar
Clerk of the Board of Supervisors*

*Helen Nunn
Assistant County Clerk \bar{w} Recorder \bar{w} Registrar
Assistant Clerk of the Board of Supervisors*

TO: Honorable Board of Supervisors

FROM: Helen Nunn, Assistant Clerk-Recorder-Registrar

DATE: December 5, 2017

Discussion

The U.S. Elections Administration Commission, through the State of California, is offering HAVA (Help America Vote Act) federal reimbursement funding for travel and training expenses and to improve the administration of elections. This funding will cover costs for one Elections staff member to attend HAVA training in January, the purchase of elections supplies and equipment needed to maintain polling place compliance with accessibility requirements, and accessibility training and education of poll workers.

Recommendation

Approve Mono County Clerk-Recorder-Registrar of Voters to enter into a contract with the State of California for the program known as "HAVA Polling Place Accessibility Training Program".

Fiscal Impact

Up to \$10,000 in grant funded reimbursement.

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER 17G26125
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
Secretary of State

CONTRACTOR'S NAME
Mono County

2. The term of this Agreement is: December 1, 2017 or upon approval by Dept. of General Services, if required, whichever is later **through** June 30, 2019

3. The maximum amount of this Agreement is: **\$10,000.00**
Ten thousand dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	4 pages
Exhibit A-1 – Polling Place Accessibility Surveyor Training Schedule	1 page
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C* – General Terms and Conditions	GTC-04/2017
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	3 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	2 pages
Exhibit F – County Resolution	Page(s)
Exhibit G – Contractor HAVA Activity Report	1 page

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

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation.) Mono County		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS P.O. Box 237 Bridgeport, CA 93517		
STATE OF CALIFORNIA		
AGENCY NAME Secretary of State		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Shannon Kauffman, Business Operations Manager		
ADDRESS 1500 11 th Street, Sacramento, CA 95814		

Exempt per: GC 14616

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

A. NAME OF PROGRAM

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

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of **Mono** ("County") with federal reimbursement funds ("HAVA funds"), CFDA Number 90.401, administered by the U. S. Elections Administration Commission (EAC) to comply with the requirements of HAVA Section 251(b)(2)(A) for the "improvement of the administration of elections", subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. The provisions of this Agreement are to be interpreted to further this purpose

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

For County: Shannon Kendall (760) 932-5537

For State: Kathy Chaney (916) 695-1657

C. USES OF FUNDS

1. General Uses

Provided that the County has at least one County employee or agent attend one of the regional training sessions sponsored by the Secretary of State as noted in Exhibit A-1, any funds received pursuant to this program shall be used by County only for one or more of the following purposes, except as otherwise provided below:

- 1) Reimbursement for travel expenses incurred after December 1, 2017, for staff to attend one of the Secretary of State trainings.
- 2) Reimbursement for staff salaries and benefits incurred after December 1, 2017, for accessibility surveys of polling places or for training staff to survey polling places.
- 3) Reimbursement for other expenses as provided below incurred after December 1, 2017, to make polling places, including the path of travel, entrances, exits, and voting areas of each polling facility, accessible to individuals with the full range of disabilities that enhance access and participation of individuals with the full range of disabilities in elections for Federal and State office, and to provide the same opportunity for access and participation (including privacy and independence) to individuals with the full range of disabilities as for other voters. For these purposes, items included on the following lists are presumed to be reimbursable, provided that their intended use is consistent with the General Uses set forth above. The county may perform activities identified as approved for reimbursement, or may contract for the performance of the activities. The Secretary of State shall be the sole determiner of whether an expenditure is consistent with the General Uses as set forth above. The Secretary of State will reimburse for the following items or activities, including taxes on purchased goods:
- 4) Reimbursement for costs associated with the acquisition or deployment of remote accessible vote by mail system, which allows a voter with a disability to receive a blank ballot to mark electronically, print, and then cast by returning the printed ballot to the elections office.
- 5) Reimbursement for funds expended after December 1, 2017, assessment supplies or equipment and supplies as needed, including any of the items listed below:

**EXHIBIT A
(Standard Agreement)**

a. Assessing Accessibility

- 1) Tools to measure slope;
- 2) Tools to measure width, turning area, etc;
- 3) Calculators;
- 4) Survey kits;
- 5) Clipboards;
- 6) Tape measures;
- 7) Polling Place Inspectors/Surveyors;
- 8) Cameras;
- 9) Door pressure gauges;
- 10) Tablets used for conducting surveys¹.

b. Equipment and Activities to Improve Physical Accessibility

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

c. Training Materials and Programs

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

¹ If the county proposes to use funds for this purpose, pre-approval by the Secretary of State is required. Further, county must adhere to requirements set forth in Exhibit E.

**EXHIBIT A
(Standard Agreement)**

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

d. Educational and Informational Materials

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

Items Presumed to not be reimbursable:

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

- 1) Administrative costs;
- 2) Batteries;
- 3) Blackberries/Smartphones (hand held computers);
- 4) Braille business cards;
- 5) Cable TV;
- 6) Cassette players;
- 7) Cassette tapes (except those used for voter education);
- 8) Catering;
- 9) Computers;
- 10) Other office equipment, including but not limited to fax machines and copiers, unless prior approval has been obtained from the granting agency;
- 11) Office supplies, including but not limited to paper, pens and post-it notes;
- 12) Concrete paving for parking lots and spaces;
- 13) Concrete ramps;
- 14) DREs /other voting equipment (can be purchased with other HAVA funds);
- 15) Emergency exit signs;
- 16) Facility rental;
- 17) Permanent modifications or improvements to private or non-governmental structures, including, but not limited to private residences and places of worship;
- 18) Food;
- 19) Gas (except travel reimbursements²);

² Travel reimbursements for: election officials performing accessibility assessments; consultants advising election officials on accessibility issues, poll worker training, or voter education; or trainers conducting poll worker training, voter education, or outreach activities.

**EXHIBIT A
(Standard Agreement)**

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

If you have any questions about this polling place accessibility training grant, please feel free to contact Kathy Chaney at (916) 695-1657 or kchaney@sos.ca.gov.

Exhibit A-1

Polling Place Accessibility Surveyor Training Schedule

Southern Area Training

Hosted by: Los Angeles County

Location: Election Operations Center, 12680 Corral Pl., Santa Fe Springs, CA 90670

Dates	Times	Class	
		Standard	Intermediate
January 23, 2018	9:00 am - 4:00 pm		
January 24, 2018	8:00 am - 12:00 pm		
January 24, 2018	1:00 pm - 5:00 pm		
January 25, 2018	8:00 am - 12:00 pm		
January 25, 2018	1:00 pm - 5:00 pm		
February 6, 2018	9:00 am - 4:00 pm		
February 7, 2018	8:00 am - 12:00 pm		

Northern Area Training

Hosted by: Secretary of State - First Floor Multipurpose Room

Location: Secretary of State, 1500 11th Street, Sacramento, CA 95814

Dates	Times	Class	
		Standard	Intermediate
January 10, 2018	9:00 am - 4:00 pm		
January 11, 2018	8:00 am - 12:00 pm		
January 17, 2018	9:00 am - 4:00 pm		
January 18, 2018	8:00 am - 12:00 pm		
January 31, 2018	9:00 am - 4:00 pm		
February 1, 2018	8:00 am - 12:00 pm		

If you have any questions about the training program or contract, please feel free to contact Kathryn (KC) Chaney at (916) 695-1657 or kchaney@sos.ca.gov.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

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

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

2. Budget Contingency Clause

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

3. Federal Funds

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if the United State Government for the fiscal years 2017/18 and 2018/19 for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The department has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

**EXHIBIT B
(Standard Agreement)**

4. Prompt Payment Clause

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

5. Maximum Amount of HAVA Funds to be Provided to County Under this Program

County shall not receive, pursuant to Agreement, more than **\$10,000.00**.

6. Failure to Properly Claim Maximum Amount of HAVA Funds

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

7. Basis of Claims

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

8. Processing of Claims

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

- (1) Contain a face sheet that summarizes each expenditure made by the categories set forth in Paragraph C of Exhibit A 'Scope of Work';
- (2) Include the total amount of the claim;
- (3) Include the agreement number on the face sheet;
- (4) Identify whether additional claims are expected to be submitted;
- (5) Include the hourly charge of any contractor for which a claim is made for their time;
- (6) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- (7) Include signed Contractor HAVA Activity Reports, please see sample which is Exhibit G, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); and
- (8) Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

**EXHIBIT B
(Standard Agreement)**

9. Application of OMB Circular A-87

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

10. Deadline for Processing Claims

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

11. Payments of Claims

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

12. Deadline for Submitting Claims

The deadline for submitting any claim under this program is 60 days after the expiration date of this agreement August 29, 2019.

13. Multiple Claims

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

14. Documentation to be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that support the claim, including all documentation required by OMB Circular A-87. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

15. Order of Processing

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

16. Work Outside of The Scope of Work

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

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site:
<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.
2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 90.401. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor;
3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>;
4. County shall maintain records in a manner that:
 - a. Accurately reflects fiscal transactions with necessary controls and safeguards;
 - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
 - c. Provides accounting data so the costs can readily be determined throughout Agreement period.
5. Records shall be maintained for three years after expiration of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;
6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws;
8. Upon request, county shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

EXHIBIT D
(Standard Agreement)

B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA, for federal fiscal year 2017 and 2018.
2. HAVA funds can only be used for the purposes for which the HAVA funds are made;
3. No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E Item 1, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.
4. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at http://www.osc.gov/documents/hatchact/ha_sta.pdf;
5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of expiration of this Agreement. All interest must be used by the County for the purposes of implementing activities allowable under this Agreement;
6. Failure by any eligible County to execute a contract within 90 days of the date on which this contract is made available shall constitute an express desire to forego its use of the County's proportionate share of these funds, which may result in reallocation of that County's proportionate share of funds to other counties for the purposes provided under this contract.
7. Funds not claimed by County within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within 180 days of the end date of this contract, shall be reallocated to the Counties based on need and may only be used to meet Section 251 of HAVA;
8. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount;
9. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;
10. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;
11. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;

**EXHIBIT D
(Standard Agreement)**

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

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

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

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. Secretary of State Policy Regarding Political Activity in the Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

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

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

**EXHIBIT E
(Standard Agreement)**

8. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
9. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
10. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
11. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

2. Tablet Criteria

1. The software and device must be capable of accurately recording all data necessary to assess polling place accessibility (i.e., all portions of the statewide guidelines and checklist used for surveying for polling place accessibility).
2. The software and device must be capable of transferring all data collected during polling place surveys to a medium where results can be aggregated for purposes of comparing potential polling places, and for purposes of analyzing data at the site level and countywide.
3. The devices used for housing software to capture data must be used only for the purposes of assessing polling place accessibility with exclusive use safeguarded by appropriate inventory policies and controls.
4. Polling place specific (site-level) survey results and aggregate survey results must be publicly available upon request.
5. A report on the program must be produced prior to reimbursement approval that provides certain information, including:
 1. A description of the program.
 2. Cost of the program, including staff training costs and any costs for data storage (e.g., EMS modification)
 3. Amount of vendor support needed for the program's launch and the amount of ongoing support, if any
 4. Increased productivity of the program, if any, measured by staff time, ease of data recall and analysis, and other relevant factors
 5. Amount of additional ongoing support, if any, necessary to sustain the program (e.g., software licensing costs; upgrade costs; continued vendor support; device maintenance, etc.)

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

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2017

Departments: Clerk-Recorder

TIME REQUIRED 30 minutes (10 minute presentation,
20 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Shannon Kendall, Clerk-Recorder;
Jason Canger, Deputy County
Counsel

SUBJECT Implementation of Building Homes
and Jobs Act Fee (SB 2)

AGENDA DESCRIPTION:

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

Beginning January 1, 2018, a fee of seventy-five dollars (\$75) must be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The total fee may not exceed two hundred twenty-five dollars (\$225).

RECOMMENDED ACTION:

None. Informational only.

FISCAL IMPACT:

None. Any administrative costs associated with implementation of SB 2 will be deducted from fees collected and remitted to the state quarterly.

CONTACT NAME: Shannon Kendall

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Public Notice
<input type="checkbox"/> Rejection Letter

History

Time	Who	Approval
11/30/2017 6:49 AM	County Administrative Office	Yes
11/29/2017 2:47 PM	County Counsel	Yes
11/29/2017 2:36 PM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputies
Anne M. Larsen
Jason Canger

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Senior

To: Board of Supervisors

From: Shannon Kendall

Date: December 5, 2017

Re: Overview of SB2 Recording Charge

Recommended Action

Hear presentation. Provide any desired direction to staff.

Focus Area(s) Met

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

Fiscal Impact

None. Any administrative costs associated with implementation of SB 2 will be deducted from fees collected and remitted to the state quarterly.

Discussion

Senate Bill 2 (Atkins) ("SB2") was adopted by the Legislature and signed into law by the Governor in September 2017. The bill enacts the "Building Homes and Jobs Act," which consists of several state policies designed to provide financial and technical assistance to local governments and the public to address issues related to affordable housing and homelessness. In order to fund these new state policies, SB2 imposes a new charge upon the recording of most, but not all, real estate instruments. Specifically, beginning January 1, 2018, SB2 imposes "a fee of seventy-five dollars (\$75) ... at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded...per each single transaction per parcel of real property. The fee imposed...shall not exceed two hundred twenty-five dollars (\$225)." The bill tasks county recorders to collect and remit these charges to the State on a quarterly basis.

The new charge applies to a wide range of real estate instruments and documents that must or may be recorded, including several instruments and documents expressly listed in SB2. This list, however, is not exhaustive, meaning that other instruments and documents are also subject to the new charge.

Unfortunately, the bill's language is ambiguous in some respects. For example, it provides little guidance regarding how to interpret the phrase "per each single transaction per parcel of real property." Are county recorders to charge \$75 for each single transaction regardless of whether the transaction involves multiple parcels? Or should the charge be collected for each parcel involved in a transaction? These and other questions have left county recorders uncertain how to interpret and apply the new SB2 charge. Currently, the state association of county recorders and title companies, which will be the most frequent payors of the new charge, are discussing with the author's office and relevant state agencies how best to resolve these ambiguities. Ultimately, guidance (and possibly "cleanup" legislation) from these groups will assist county recorders' interpretation and application of the new charge requirement. Until then, the most reasonable interpretation of SB2, based on its plain language and legislative intent, is that it applies broadly to require payment of the new charge upon recording any real estate instrument or document, even if they are part of a single transaction.

Notwithstanding that the new charge applies broadly, SB2 specifically exempts and excepts the recording of certain documents from the new charge requirement. For example, if the recording of an instrument or document is specifically exempted from "payment of recording fees" by another code provision, then the new charge does not apply. In addition, if an instrument or document is recorded "in connection with" either (1) "a transfer subject to the imposition of a documentary transfer tax" or (2) "a transfer of real property that is a residential dwelling to an owner-occupier," then the new charge does not apply.

The Clerk Recorder's Office and the County Counsel's Office have worked together to develop a plan for implementing SB2 so that collection and payment of the new charge is implemented smoothly and without incident on January 1, 2018. It is anticipated that most requests to record real estate instruments and documents will not present any of the novel, outlying issues currently being discussed among stakeholders in Sacramento and thus that the Clerk Recorder's Office will be able to determine whether and how the new charge applies by relying on the express language of SB2. However, given SB2's ambiguous language and lack of guidance, the Clerk Recorder's Office may be presented with issues of first impression; consequently, some determinations regarding whether and how to apply the new charge will be made on a case-by-case basis in conjunction with review by the County Counsel's Office.

If you have any questions on this matter prior to your meeting, please contact Shannon Kendall at (760) 932-5533 or skendall@mono.ca.gov.

Attachments:

SB2 Public Notice

SB2 Rejection Letter

PUBLIC NOTICE

NEW CHARGE ON THE RECORDING OF REAL ESTATE INSTRUMENTS, PAPERS, AND NOTICES

Effective January 1, 2018, all real estate instruments, papers, and notices requested to be recorded by the Clerk Recorder are subject to an additional \$75 charge with limited exceptions described below. In September 2017, the State Legislature adopted and the Governor signed into law Senate Bill 2 (Atkins) ("SB2"), enacting the "Building Homes and Jobs Act." This new state law requires county recorders to collect a \$75 charge for the recording of all real estate instruments, papers, and notices "per each transaction per parcel of real property." The total charge imposed will not exceed \$225 based on the number of instruments, papers, and notices included in the transaction. This new charge is in addition to any other charges that may apply to the recording of an instrument, paper, or notice. All charges collected will be remitted to the State.

The Clerk Recorder will collect the new charge unless an instrument, paper, or notice is (1) recorded "in connection with" a transfer subject to the imposition of a documentary transfer tax or a transfer of real property that is a residential dwelling to an owner-occupier; or (2) exempt under another provision of law.

All recording customers must include with their request to record a real estate instrument, paper or notice a declaration stating the amount of the SB2 charge paid or a declaration of valid exemption. This declaration must be included on the face of each instrument, paper, or notice or on a separate cover page when deposited with the Clerk Recorder. This declaration shall become part of the instrument, paper, or notice upon recording. Failure to include a complete and proper declaration will result in rejection of the request to record and return of the instrument, paper, or notice to the customer.

For more information please contact the Mono County Clerk Recorder's Office at 74 School Street, Annex 1, PO Box 237, Bridgeport, CA 93517 or at (760) 932-5530.



**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
760-932-5533
skendall@mono.ca.gov

Helen Nunn
Asst. Clerk-Recorder-Registrar
760-932-5534
hnunn@mono.ca.gov

To: Recording Customer
From: Shannon Kendall
Mono County Clerk-Recorder-Registrar
Date: January 1, 2018
Subject: Rejection of Recording Request for Failure to Submit SB2 Fee

Dear Recorder Customer:

The document(s) you submitted to the Mono County Clerk-Recorder for recording on _____ is/are being rejected and returned because the documents failed to include a complete and/or proper [] declaration regarding the amount of the charge paid [] declaration of valid exemption pursuant to Government Code section 27388.1(a).

In September 2017, the State Legislature adopted and the Governor signed into law Senate Bill 2 (Atkins) (“SB2”). This state law requires county recorders to collect a \$75 charge for the recording of all real estate instruments, papers, and notices “per each transaction per parcel of real property.” All fees collected pursuant to SB2 are remitted to the State. The total charge imposed depends on the number of instruments, papers, and/or notices requested to be recorded but will not exceed \$225. This SB2 charge is in addition to any other charges that may apply to the recording of an instrument, paper, or notice.

The Mono County Clerk Recorder collects the SB2 charge upon the recording of every real estate instrument, paper, or notice unless such instrument, paper, or notice is (1) recorded “in connection with” a transfer subject to the imposition of a documentary transfer tax or a transfer of real property that is a residential dwelling to an owner-occupier; or (2) exempt under another provision of law.

In order to comply with SB2, the Mono County Clerk Recorder requires all requests to record a real estate instrument, paper, or notice to include a declaration stating the amount of the SB2 charge paid or a declaration of valid exemption. This declaration must be included on the face of each instrument, paper, or notice or on a separate cover page when deposited with the Mono County Clerk Recorder and becomes part of the instrument, paper, or notice upon recording. The Mono County Clerk Recorder will reject and return to the customer instruments, papers, and notice that do not include a complete and proper declaration.

For more information about please contact the Mono County Clerk Recorder’s Office at 74 School Street, Annex 1, PO Box 237, Bridgeport, CA 93517 or at (760) 932-5530.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2017

Departments: Public Works - Solid Waste

TIME REQUIRED 15 minutes (5 minute presentation;
10 minute discussion)

PERSONS APPEARING BEFORE THE BOARD Justin Nalder

SUBJECT Solid Waste Task Force
Recommendations for Future
Regional Solid Waste Services and
Member Appointment

AGENDA DESCRIPTION:

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

Recommendations for future regional solid waste services as provided by the Solid Waste Task Force. Appointment of Sandra DiDomizio to the Public at Large seat of the Solid Waste Task Force.

RECOMMENDED ACTION:

Receive recommendations and approve appointment of Sandra DiDomizio to fill the Public at Large seat on the Solid Waste Task Force for a two-year term commencing on September 28, 2017 and ending on September 19, 2019.

FISCAL IMPACT:

None.

CONTACT NAME: Justin Nalder

PHONE/EMAIL: 760-932-5453 / jnalder@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Solid Waste Staff Report for 12-5-17
<input type="checkbox"/> Recommendation for Future Regional Solid Waste Services
<input type="checkbox"/> SWTF Bylaws

History

Time	Who	Approval
11/30/2017 5:56 AM	County Administrative Office	Yes
11/29/2017 2:49 PM	County Counsel	Yes
11/29/2017 9:47 AM	Finance	Yes



**MONO COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION**

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

Date: December 5, 2017
To: Honorable Board of Supervisors
From: Justin Nalder, Solid Waste Superintendent

Subject: Solid Waste Task Force Recommendations and Appointment.

Recommended Action: Receive recommendations and approve appointment of Sandra DiDomizio to fill the Public at Large vacancy on the Solid Waste Task force for a two-year term commencing on September 28, 2017 and ending on September 19, 2019.

Fiscal Impact: There is no fiscal impact at this point as it has not yet been decided which participating entity will assume which elements of the recommendations.

Discussion:

- 1) Recommendations for future regional solid waste services have been summarized after in-depth discussion and surveying with the Solid Waste Task Force (SWTF). This list of recommendations will aid decision making as we plan for infrastructure needed to succeed closure of Benton Crossing Landfill (BCLF), scheduled for January 1, 2023 as required by the current landowner Los Angeles Department of Water and Power. The recommendations have been prioritized according to a timeline of consideration: upon closure of BCLF, within 10 years and after 10 years. Pumice Valley Landfill will remain a viable option which could fulfill many of the recommendations.
- 2) On September 28, 2017, the Solid Waste Task Force approved the appointment of Sandra DiDomizio, of Green Fox Events and Guest Services, for the Public at Large vacancy which is a two-year term commencing on September 28, 2017 and ending on September 19, 2019. Sandra brings a wealth of knowledge in recycling and an enthusiasm for recycling programs which could greatly enhance the SWTF in future planning. In accordance with the Mono County Solid Waste Task Force Bylaws, consent and concurrence of the appointment is required from the the Mono County Board of Supervisors.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Recommendation to the Mono County Board of Supervisors (BOS) for Future Regional Solid Waste Services

Background:

The BOS requested that the Solid Waste Task Force (SWTF) work on a recommendation for future solid waste services. Results of the survey which was distributed to the group are summarized below.

Recommendations:

- There should be at least a transfer station (TS) located within proximity to the Town of Mammoth Lakes, and perhaps another located within unincorporated Mono County, to enable basic sorting, categorization, and long-hauling of waste and recycling.
- There should be a more industrial-scale facility (could be in conjunction with the TS) to address other needs such as large-scale processing of wood waste, aggregate material, large scale storage of recyclable commodities.
- Any new facility located on property owned by Mono County or the Town of Mammoth Lakes should be competitively bid by willing bidders, which may include the County or the Town. Such bids should consider construction cost and financing, as well as an adequate term of operations.
- All facilities should serve County residents who are impacted by closing of Benton Crossing Landfill. Subscriptions could be subsidized (at least in part) by existing Parcel Fee collections from those residents, or a subscription service similar to our non-resident fees could be implemented.
- Industrial Facility should provide for these immediate needs, and should possess adequate square footage for expansion into the following services: food waste recycling, composting and automobile processing.
- The County should maintain existing landfilling capacity for Construction and Demolition (C&D) in central location within the County, for the benefit of County residents and Town residents should they desire to utilize it.
- Upon Closure of Benton Crossing Landfill, the following services should be in place:
 - Long Hauling Municipal Solid Waste (MSW)
 - Landfilling C&D
 - Processing Center for Clean Wood Waste
 - Processing Center for Organics
 - Processing Center for Sludge
 - Food Waste Recycling
 - Household Hazardous Waste Management
 - E-Waste Management
 - Processing Center for Scrap Metal
 - Processing Center for Tires
 - Mobil Home Processing
 - Trailer Processing
 - Processing Center for White Goods / Appliances
 - Processing Center for Old Corrugated Containers (OCC)
 - Processing for Beverage Containers

- Processing for Paper
- Within 10 years of Benton Crossing Landfill closure, the following additional services should be in place:
 - Composting
 - Automobile Processing
 - Processing for other recyclable commodities (i.e. Plastics #3-7)
- After 10 years of Benton Crossing Landfill closure, the following services may be considered:
 - Landfilling MSW
 - Anaerobic Digestion Facility
 - Waste-to-Energy Facility

Mono County Solid Waste Task Force Bylaws

ARTICLE I

Legal Authority and History

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

ARTICLE II

Purpose

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

ARTICLE III

Duties

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

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

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

ARTICLE IV

Composition and Voting

Section I—Membership

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

Voting Members:

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

Non-Voting Member:

1. LEA Program Manager/Mono County Health Department

Section II—Terms of Office

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

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

Section III—Voting Privileges

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

Section IV—Committees of the SWTF

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

ARTICLE V

Meetings

Section I—Time of Meetings

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

Section II—Conduct of Meetings

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

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

ARTICLE VI

Officers and Duties

Section I—Officers

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

Section II—Appointment of Officers

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

Section III—Duties

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

ARTICLE VII

Removal and Addition of Members

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

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

ARTICLE IX

Amendments to the Bylaws

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

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2017

Departments: Public Works - Roads

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Garrett Higerd

SUBJECT Temporary Road Closure of Upper Summers Meadow Road for Emergency Bridge Construction

AGENDA DESCRIPTION:

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

Qualcon Contractors Inc. has provided a preliminary construction schedule for the bridge abutments for the Upper Summers Meadow Road bridge. The contractor intends to start construction on December 4, 2017 and continue until approximately mid-January. Unfortunately, the abutment excavations need to be wider and deeper than originally expected and there is not enough room to keep the road open during construction of the abutments without significant cost and further delays.

RECOMMENDED ACTION:

Consider and potentially adopt Resolution #R17-___, A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of Upper Summers Meadow Road at Green Creek Road for Emergency Bridge Construction.

FISCAL IMPACT:

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: x1802 / ghigerd@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution

History

Time	Who	Approval
11/30/2017 7:00 AM	County Administrative Office	Yes
11/29/2017 5:35 PM	County Counsel	Yes
11/29/2017 5:36 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: December 5, 2017
To: Honorable Chair and Members of the Board of Supervisors
From: Garrett Higerd, County Engineer
Subject: Temporary Road Closure of Upper Summers Meadow Road for Emergency Bridge Construction

Recommended Action:

Consider and potentially adopt Resolution No. R17-_____, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of Upper Summers Meadow Road at Green Creek Road for Emergency Bridge Construction"

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.

Discussion:

Qualcon Contractors Inc. has provided a preliminary construction schedule for the bridge abutments for the Upper Summers Meadow Road bridge. The contractor intends to start construction on December 4, 2017 and continue until approximately mid-January.

Unfortunately, the abutment excavations need to be wider and deeper than originally expected and there is not enough room to keep the road open during construction of the abutments without significant cost and further delays. I recommend approval of the draft resolution attached temporarily closing the road again from December 5th through January 19th (or earlier) to enable safe and efficient completion of the work. The resolution satisfies requirements specified in Section 942.5 of the Streets and Highways Code for such an action.

The project stakeholders have been given notice that this closure may occur and it has been confirmed that the sheep and cattle have been moved out for the season.

If you have any questions regarding this item, please contact me at 760.924.1802. I may also be contacted by email at ghigerd@mono.ca.gov.

Respectfully submitted,

Garrett Higerd, P.E.
County Engineer

Attachment: Draft Resolution Authorizing Road Closure



RESOLUTION NO. R17-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING
THE TEMPORARY CLOSURE OF UPPER SUMMERS MEADOW ROAD FOR
EMERGENCY BRIDGE CONSTRUCTION**

WHEREAS, Qualcon Contractors Inc. (“Contractor”) has been retained by Mono County to perform emergency bridge construction on Upper Summers Meadow Road and has submitted an estimated construction schedule; and

WHEREAS, Upper Summers Meadow Road must be closed to enable safe and efficient completion of the work; and

WHEREAS, in conformance with Section 942.5 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads when necessary during construction, improvement or maintenance operations thereon;

NOW, THEREFORE, THE MONO COUNTY BOARD OF SUPERVISORS FINDS AND RESOLVES AS FOLLOWS:

1. The temporary closure of Upper Summers Meadow Road is necessary in order to accommodate emergency bridge construction activities occurring as part of the Stock Drive Realignment Project; and
2. To accommodate the above activities, shall be closed from December 5, 2017 to January 19, 2018.
3. **APPROVED AND ADOPTED** this 5th day of December, 2017, by the following vote of the Board of Supervisors, County of Mono:

AYES :

NOES :

ABSENT :

ABSTAIN :

Stacy Corless, Chair
Mono County Board of Supervisors

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ATTEST:

Approved as to Form:

Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2017

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
--

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2017

TIME REQUIRED

SUBJECT Closed Session - Existing 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 – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Michael Hallum v. County of Mono, et al. (CV170086).

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 760-924-1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
--

History

Time	Who	Approval
11/30/2017 8:21 AM	County Administrative Office	Yes
11/28/2017 10:01 AM	County Counsel	Yes
11/27/2017 9:16 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2017

Departments: County Administrative Office

TIME REQUIRED

SUBJECT Closed Session - Public Employment:
Public Works Director

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Public Works Director.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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--

History

Time	Who	Approval
11/17/2017 3:02 PM	County Administrative Office	Yes
11/29/2017 2:20 PM	County Counsel	Yes
11/27/2017 9:16 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2017

Departments: County Administrative Office

TIME REQUIRED

SUBJECT Closed Session - Public Employment:
Community Development Department
Director

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Community Development Department Director.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
11/17/2017 3:08 PM	County Administrative Office	Yes
11/29/2017 2:20 PM	County Counsel	Yes
11/27/2017 9:16 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 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: 1.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
11/30/2017 6:49 AM	County Administrative Office	Yes
11/29/2017 2:21 PM	County Counsel	Yes
11/29/2017 2:26 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2017

Departments: Community Development

TIME REQUIRED PUBLIC HEARING - 1:00 p.m. - 1
hour (20 minute presentation, 40
minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Wendy Sugimura, Michael Draper

SUBJECT Public Hearing - General Plan
Amendment 17-03 / Cannabis
Policies - 1:00 PM

AGENDA DESCRIPTION:

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

Public hearing regarding new General Plan policy language in the Land Use and Conservation/Open Space Elements related to the legalization of commercial cannabis activities.

RECOMMENDED ACTION:

Conduct public hearing. Consider and potentially adopt Resolution 17-___, with any desired changes, approving General Plan Amendment (GPA) 17-03 adding provisions to the Land Use Element and Conservation/Open Space Element for commercial cannabis activities, find that the proposed amendment is consistent with the County General Plan and applicable area plans, and find that the project is exempt from the California Environmental Quality Act pursuant to Business & Professions Code §26055(h)). Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 760-924-1814 / wsugimura@mono.ca.gov

SEND COPIES TO:

Christy Milovich

Tony Dublino

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Resolution](#)

[Attachment A to Exhibit 1 \(rev'd ss\)](#)

[Attachment 2 NOE](#)

[Attachment 3 PC Reso](#)

History

Time	Who	Approval
11/30/2017 8:11 AM	County Administrative Office	Yes
11/30/2017 1:19 PM	County Counsel	Yes
11/29/2017 10:20 AM	Finance	Yes

Mono County Community Development Department

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

Planning Division

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

Date: December 5, 2017

To: **Honorable Mono County Board of Supervisors**

From: Wendy Sugimura, CDD Senior Analyst
Michael Draper, CDD Analyst

Re: **Public Hearing – General Plan Amendment 17-03 / Cannabis**

RECOMMENDATION

Following the public hearing, adopt Resolution 17-__ (Attachment 1) for *General Plan Amendment (GPA) 17-03/Cannabis* with any desired changes, approving revisions to the Land Use Element and Conservation/Open Space Element for commercial cannabis activities, find that the proposed amendment is consistent with the County General Plan and applicable area plans, and find that the project is exempt from the California Environmental Quality Act under Business and Professions Code §26055(h) (Attachment 2).

FISCAL IMPACT

No impact of the policy adoption.

CEQA COMPLIANCE

Business & Professions Code §26055(h) exempts adoption of an ordinance, rule, or regulation by a local jurisdiction that requires discretionary review and approval of permits, licenses or other authorizations to engage in commercial cannabis activity. To qualify for this exemption, the discretionary review shall include any applicable environmental review pursuant to CEQA (Division 13, commencing with Section 21000, of the Public Resources Code).

BACKGROUND

At the October 3 meeting, the Board of Supervisors directed staff to continue moving forward aggressively with the adoption of General Plan policies for commercial cannabis activities, and provided direction on policies for cannabis manufacturing, the Mixed Use Land Use Designation in the Antelope Valley, streamlining land use designation changes by concurrently processing the discretionary permit, buffers from schools and other specified facilities, and disturbance to sage-grouse habitat. This direction was incorporated into the draft General Plan policies, and presented to the Planning Commission in a public hearing on October 19, 2017, for review and a recommendation.

DISCUSSION

The following edits to the General Plan policies were made by the Commission:

1. The Commission did not choose to regulate outdoor personal cultivation, and so the placeholder for potential regulatory measures (Action 1.L.2.c.) was deleted.
2. The policy regarding buffers (Action 1.L.3.a.) was modified to reflect state standards. The Planning Commission comments on the change include the following:
 - o Remain consistent with current alcohol standards, and seek to normalize cannabis rather than brand it as taboo;
 - o The 400' expansion does not necessarily provide additional protection to minors;
 - o The resulting 2000' diameter buffer is overly burdensome in small communities;

- If the intent is to exclude commercial cannabis from Crowley, then state as such directly.
3. The Antelope Valley policy (4.A.2.d.) was modified to eliminate the reference to residential uses along residential street frontages to retain flexibility. The modified policy was reviewed by the Antelope Valley Regional Planning Advisory Committee (RPAC) on November 2 as requested by Supervisor Peters, and the RPAC concurred with the language.

A few additional edits are being requested by staff to provide clarity, as follows:

Action 1.G.1.a. *Designate large parcels in agricultural use as "Agriculture,"* and streamline re-designations for agricultural purposes by processing a discretionary permit (when applicable) concurrently with the land use designation change.

Policy 1.L.1. Amend land use designations to specify where commercial cannabis activities may be permitted in conjunction with the appropriate permits based on a conformance analysis considering whether the activities are "similar and not more obnoxious or detrimental to the public health, safety, and welfare" than the uses presently listed for the same designation.

Action 1.L.1.b. Provide consideration for certain low-impact manufacturing uses, such as edibles and packaging/labeling, to be identified as substantially similar in use to food-service establishments or retail/service trades, despite falling under a single state license type that includes more traditional manufacturing uses, such as extraction.

Action 1.L.1.c. 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 discretionary permit, a public hearing, and the California Environmental Quality Act (CEQA), and allow the County to continue developing a regulatory system for future Board adoption and implementation, which provides for limited permitting of cannabis activities and preserves options for the County in the future.

The Planning Commission recommendation, modified by the above edits, constitute the proposed General Plan Amendment 17-03/Cannabis, which is included as Exhibit A to the Resolution.

If desired, the Board may wish to modify the buffer policy to reflect the Board's previous direction, as follows:

Action 1.L.3.a. Cannabis businesses shall not locate within 1,000' of any of the following facilities that exist at the time the application is accepted: schools providing instruction to kindergarten or any grades 1 through 12, day care center or youth center, parks, ballfields, playgrounds, libraries, community centers, and licensed child care facilities. An additional corridor of exclusion applies in Crowley Lake on Crowley Lake Drive between the library/park (3627 Crowley Lake Drive) and the ballfield (526 Pearson Road) to protect minors that may be traveling between these attractions.

The Board should provide any further policy modifications prior to approval of the Resolution for General Plan Amendment 17-03/Cannabis. For any questions, please contact Wendy Sugimura at 760.924.1814 or wsugimura@mono.ca.gov.

ATTACHMENTS

1. Board of Supervisors Resolution 17-__ with Exhibit A (General Plan text amendments)
2. CEQA Notice of Exemption
3. Planning Commission Resolution 17-01 with Exhibit A (General Plan text amendments)



1
2
3 **RESOLUTION R17-**
4 **A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS**
5 **INITIATING AND ADOPTING GENERAL PLAN AMENDMENT (GPA) 17-03/CANNABIS**
6 **ESTABLISHING POLICIES GOVERNING COMMERCIAL CANNABIS ACTIVITIES**

7 **WHEREAS**, in January 2016, the Medical Cannabis Regulation and Safety Act (MCRSA) went
8 into effect, which created a dual licensing scheme for commercial medical cannabis activity in
9 California; and

10 **WHEREAS**, in November 2016, the voters of California passed Proposition 64, legalizing adult
11 recreational use of cannabis and commercial recreational cannabis activities; the Proposition passed in
12 every precinct in Mono County; and

13 **WHEREAS**, in June 2017, Senate Bill 94 (SB 94) was passed, which consolidated the provisions
14 of MCRSA and Proposition 64 into what is now known as the Medicinal and Adult-Use Cannabis
15 Regulation and Safety Act (MAUCRSA); and

16 **WHEREAS**, Mono County enacted an interim moratorium on all commercial cannabis activities
17 to provide time to develop recommendations for a responsible and comprehensive program to govern
18 such activities under the County’s authority and in compliance with State regulations; and

19 **WHEREAS**, from March to August 2017, the Planning Division of the Mono County
20 Community Development Department (hereinafter “Staff”) conducted two rounds of public outreach via
21 the Regional Planning Advisory Committees and the June Lake Citizens Advisory Committee to hear
22 public concerns and opportunities, and receive public input on a regulatory framework, related to the
23 legalization of commercial cannabis activities; and

24 **WHEREAS**, the Board of Supervisors has held four public workshops on commercial cannabis
25 since March 2017, and the Planning Commission held a workshop on Sept. 21, 2017, at which the Board and
26 Commission provided input and direction on policy issues raised by public outreach and received additional
27 public input; and

28 **WHEREAS**, in response to the workshops and policy discussion, the Board of Supervisors directed
29 the initiation of a General Plan Amendment on October 3, 2017, to adopt policies pertaining to cannabis
30 activities to sustain progress toward a complete and comprehensive County regulatory program; and

WHEREAS, until such time as a cannabis regulatory program is enacted by the County and takes
effect, no permits or other approvals to conduct such activities are authorized; and

WHEREAS, on October 19, 2017, the Planning Commission held a duly-noticed public hearing
regarding GPA 17-03 establishing policies governing commercial cannabis activities, and approved
Resolution 17-01 recommending the Board approve the General Plan Amendment; and

1 **WHEREAS**, Business and Professions Code § 26055(h) exempts the adoption of an ordinance, rule,
2 or regulation by a local jurisdiction that requires discretionary review and approval of permits, licenses, or
3 other authorizations to engage in commercial cannabis activity provided the discretionary review includes
any applicable environmental review pursuant to the California Environmental Quality Act; and

4 **WHEREAS**, having reviewed and considered all the information and evidence presented to it,
5 including the recommendation of the Planning Commission, public testimony (including public testimony
6 heard on December 5, 2017 during the duly-noticed public hearing), written comments, and staff reports and
7 presentations, the Board of Supervisors has determined to make the required findings and adopt GPA 17-
03/Cannabis amending language in the Land Use Element and Conservation/Open Space Element.

8 **NOW, THEREFORE, THE MONO COUNTY BOARD OF SUPERVISORS HEREBY FINDS
AND RESOLVES AS FOLLOWS:**

9 **SECTION ONE:** The Board of Supervisors finds that GPA 17-03/Cannabis is exempt from review
10 under CEQA pursuant to Business and Professions Code § 26055(h).

11 **SECTION TWO:** The Board of Supervisors further finds that the General Plan Amendment,
12 including all text changes to the Land Use Element and Conservation/Open Space Element of the
13 Mono County General Plan pertaining to legal cannabis activities, which are attached hereto as
14 Exhibit A and incorporated herein by reference, is consistent with the General Plan as well as all
applicable area plans.

15 **SECTION THREE:** The Board of Supervisors hereby adopts GPA 17-03/Cannabis, which is
16 attached hereto as Exhibit A and incorporated by this reference.

17 **PASSED AND ADOPTED** this 5th day of December, 2017, by the following vote:

18 AYES:

19 NOES:

20 ABSENT:

21 ABSTAIN:

22
23
24 _____
Stacy Corless, Chair

25 Attest:

Approved as to form:

26
27 _____
Clerk of the Board

28 _____
County Counsel

Mono County Board of Supervisors Resolution 17- ____ – Exhibit A
GPA 17-03: Commercial Cannabis Policies

*Note: Text in *italics* denotes existing and currently adopted General Plan language, which is provided for context and clarity.

LAND USE ELEMENT: Countywide Policies

Goal 1 (Existing). Maintain and enhance the environmental and economic integrity of Mono County while providing for the land use needs of residents and visitors.

Objective 1.G (Existing). Protect open space and agricultural lands from conversion to and encroachment of developed community uses.

Policy 1.G.1 (Existing). Protect lands currently in agricultural production.

Action 1.G.1.a. Designate large parcels in agricultural use as “Agriculture,” and streamline re-designations for agricultural purposes by processing a discretionary permit (when applicable) concurrently with the land use designation change.

Objective 1.L. 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 1.L.1. Amend land use designations to specify where commercial cannabis activities may be permitted in conjunction with the appropriate permits based on a conformance analysis considering whether the activities are “similar and not more obnoxious or detrimental to the public health, safety, and welfare” than the uses presently listed for the same designation.

Action 1.L.1.a. 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. and Antelope Valley Action 4.A.2.d.).

Action 1.L.1.b. Provide consideration for certain low-impact manufacturing uses, such as edibles and packaging/labeling, to be identified as substantially similar in use to food-service establishments or retail/service trades, despite falling under a single state license type that includes more traditional manufacturing uses, such as extraction.

Action 1.L.1.c. 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 discretionary permit, a public hearing, and the California Environmental Quality Act (CEQA), and allow the County to continue developing a regulatory system for

future Board adoption and implementation, which provides for limited permitting of cannabis activities and preserves options for the County in the future.

Action 1.L.1.d. To ensure regulatory compliance and assure responsible operations, permits and approval conditions may contain requirements for annual renewals and inspections, or other requirements, and associated fees.

Policy 1.L.2. 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 1.L.2.a. 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 1.L.2.b. 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 1.L.3. Avoid, reduce, and prevent potential issues specific to commercial cannabis activities that may adversely affect communities.

Action 1.L.3.a. Remain consistent with state requirements prohibiting commercial cannabis activities from locating within 600' of any school providing instruction to kindergarten or any grades 1 through 12, day care center (as defined in HSC §1596.76), youth center or licensed child care facility.

Action 1.L.3.b. Apply increased setbacks to commercial cannabis cultivation activities to prevent odor nuisance and visual/aesthetic issues, and enhance security.

Action 1.L.3.c. Apply visual screening and other treatments to prevent attractive nuisance issues related to aesthetics and security, such as theft, exposure of minors, and attraction of the criminal element.

Action 1.L.3.d. Outdoor lighting shall meet Chapter 23 – Dark Sky Regulations (including in Antelope Valley), and requirements for indoor lighting shall similarly 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 1.L.3.e. 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 1.L.3.f. 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 1.L.3.g. 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 1.L.4. In recognition of the potential economic benefits of this new industry, encourage the responsible establishment and operation of commercial cannabis activities.

Action 1.L.4.a. 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 1.L.4.b. 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 1.L.5. 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 1.L.5.a. 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 1.L.5.b. 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 1.L.5.c. 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 1.L.5.d. Ensure consistency with local area plans, and adjust area plans where appropriate to reflect community circumstances, preferences and priorities.

LAND USE ELEMENT: Antelope Valley Policies

GOAL 4 (Existing). Provide for orderly growth in the Antelope Valley in a manner that retains the rural environment, and protects the area's scenic, recreational, agricultural, and natural resources.

Objective 4.A (Existing). Guide future development to occur within the US 395 corridor and existing communities.

Policy 4.A.2 (Existing). 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 uses on US 395/main street frontages in the Mixed Use (MU) designation.

CONSERVATION/OPEN SPACE ELEMENT: Biological Resources

Add to the bulleted list under Action 2.A.3.e.: To protect nesting and brood-rearing habitat, agricultural 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.



NOTICE OF EXEMPTION

TO: Office of Planning and Research
PO Box 3044
Sacramento, CA 95812-3044

County Clerk / County of Mono
PO Box 237
Bridgeport, CA 93517

FROM: Mono County Community Development
PO Box 347
Mammoth Lakes, CA 93546

Project Title: General Plan Amendment 17-03/Cannabis

Project Applicant: Mono County

Project Location – Specific: countywide

Project Location - City: NA **Project Location - County:** Mono

Description of Nature, Purpose, and Beneficiaries of Project:

Project proposes new General Plan language in the Land Use and Conservation/Open Space Elements related to the legalization of commercial cannabis activities under Prop 64, which was passed by the voters of California in November 2016. The General Plan text contains Issues, Opportunities and Constraints in the Land Use and Conservation/Open Space Elements, as well as Objectives, Policies, and Actions in the Land Use Element. The potential commercial cannabis activities are defined by the State's licensing structure, and include uses such as cultivation, nursery, manufacturing, testing, retail, distribution, and microbusiness. Specific regulations governing site-specific requirements (such as setbacks, etc.) are not part of this general plan amendment.

Name of Public Agency Approving Project: Mono County

Exempt Status: (check one)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 15301, 15302, 15303 and 15304
- Statutory Exemptions. State code number: Business & Professions Code §26055(h)
(Address)

Reasons why project is exempt:

Business & Professions Code §26055(h) exempts adoption of an ordinance, rule, or regulation by a local jurisdiction that requires discretionary review and approval of permits, licenses or other authorizations to engage in commercial cannabis activity. To qualify for this exemption, the discretionary review shall include any applicable environmental review pursuant to CEQA (Division 13, commencing with Section 21000, of the Public Resources Code). The proposed General Plan policies in the project state a discretionary permit subject to CEQA shall be required for any future approvals of commercial cannabis activities.

Lead Agency Contact Person: Wendy Sugimura

Area Code/Telephone/Extension: (760) 924-1814

If filed by applicant:

1. Attach certified document of exemption finding
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

- Signed by Lead Agency
- Signed by Applicant



RESOLUTION R17-01

**A RESOLUTION OF THE MONO COUNTY PLANNING COMMISSION
INITIATING AND RECOMMENDING THAT THE BOARD OF SUPERVISORS
ADOPT GENERAL PLAN AMENDMENT (GPA) 17-03 ESTABLISHING POLICIES
GOVERNING COMMERCIAL CANNABIS ACTIVITIES, AND WHICH IS EXEMPT FROM
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER SB 94**

WHEREAS, in January 2016, the Medical Cannabis Regulation and Safety Act (MCRSA) went into effect, which created a dual licensing scheme for commercial medical cannabis activity in California; and

WHEREAS, in November 2016, the voters of California passed Proposition 64, legalizing adult recreational use of cannabis and commercial recreational cannabis activities, and the Proposition passed in Mono County and in every precinct; and

WHEREAS, in June 2017, Senate Bill 94 (SB 94) was passed, which consolidated the provisions of MCRSA and Proposition 64 into what is now known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA); and

WHEREAS, Mono County enacted an interim moratorium on all commercial cannabis activities to provide time to develop recommendations for a responsible and comprehensive program to govern such activities under the County's authority and in compliance with State regulations; and

WHEREAS, from March to August, 2017, the Planning Division of the Mono County Community Development Department (hereinafter "Staff") conducted two rounds of public outreach via the Regional Planning Advisory Committees and the June Lake Citizens Advisory Committee to hear public concerns and opportunities, and receive public input on a regulatory framework, related to the legalization of commercial cannabis activities; and

WHEREAS, the Board of Supervisors held four public workshops on commercial cannabis since March 2017, and the Planning Commission held a workshop Sept. 21, 2017, and the Board and Commission provided input and direction on policy issues raised by public outreach and received additional public input; and

WHEREAS, in response to the workshops and policy discussion, the Board of Supervisors directed the adoption of General Plan policies to sustain progress toward a complete and comprehensive County program; and

WHEREAS, Business and Professions Code § 26055(h) exempts the adoption of an ordinance, rule, or regulation by a local jurisdiction that requires discretionary review and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity provided the discretionary review includes any applicable environmental review pursuant to the California Environmental Quality Act; and

1 **WHEREAS**, on October 19, 2017, the Planning Commission held a duly-noticed public hearing
2 regarding GPA 17-03 prior to making a decision on the project; and

3 **WHEREAS**, having reviewed and considered all the information and evidence presented to it,
4 including public testimony, staff reports and presentations, the Planning Commission recommends that the
5 Board of Supervisors make required findings and adopt GPA 17-03 amending language in the Land Use
6 Element and Conservation/Open Space Element.

7 **NOW, THEREFORE, THE MONO COUNTY PLANNING COMMISSION HEREBY
8 FINDS, RESOLVES, AND RECOMMENDS AS FOLLOWS:**

9 **SECTION ONE:** The Planning Commission finds that GPA 17-03 is exempt from CEQA per
10 Business and Professions Code § 26055(h).

11 **SECTION TWO:** The Planning Commission further finds that the General Plan Amendment,
12 including all text changes to the Land Use Element and Conservation/Open Space Element of the
13 Mono County General Plan pertaining to legal cannabis activities, which are attached hereto as
14 Exhibit A and incorporated herein by reference, is consistent with the General Plan as well as all
15 applicable area plans.

16 **SECTION THREE:** The Planning Commission recommends that the Board of Supervisors adopt
17 GPA 17-03.

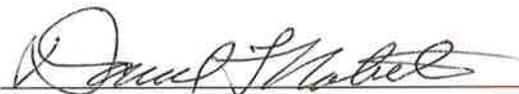
18 **PASSED AND ADOPTED** this 19th day of October 2017, by the following vote:

19 **AYES:** Scott Bush, Chris I. Lizza, Mary Pipersky, Dan Roberts

20 **NOES:**

21 **ABSENT:** Roberta Lagomarsini

22 **ABSTAIN:**

23 
24 Daniel Roberts, Chair

25 **Attest:**

26 
27 CD Ritter, Commission Secretary

28 **Approved as to form:**

29 
30 Christian Milovich, Assistant County Counsel

PLANNING COMMISSION RESOLUTION R17-01: EXHIBIT A (GPA 17-03)

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.

Planning Commission Resolution 17-01 – Exhibit A
GPA 17-03: Commercial Cannabis Policies

*Note: Text in *italics* denotes existing and currently adopted General Plan language, which is provided for context and clarity. “Redline” text indicates General Plan language edits since the Commission’s last meeting and review.

LAND USE ELEMENT: Countywide Policies

Goal 1 (Existing). Maintain and enhance the environmental and economic integrity of Mono County while providing for the land use needs of residents and visitors.

Objective 1.G (Existing). Protect open space and agricultural lands from conversion to and encroachment of developed community uses.

Policy 1.G.1 (Existing). Protect lands currently in agricultural production.

Action 1.G.1.a. Designate large parcels in agricultural use as “Agriculture,” and streamline re-designations for agricultural purposes by processing the use permit (when applicable) concurrently with the land use designation change.

Objective 1.L. 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 1.L.1. 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 1.L.1.a. 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. and Antelope Valley Action 4.A.2.d.).

Action 1.L.1.b. Provide consideration for manufacturing uses, such as edibles and packaging/labeling, that are substantially similar in use to food-service establishments or retail/service trades, despite falling under a single state license type that includes more traditional manufacturing uses, such as extraction.

Action 1.L.1.c. 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, or similar discretionary permit, and the California

Environmental Quality Act (CEQA), and allow the County to continue developing a regulatory scheme based on new law for future Board adoption and implementation.

Action 1.L.1.d. To ensure regulatory compliance and assure responsible operations, permits and approval conditions may contain requirements for annual renewals and inspections, or other requirements, and associated fees.

Policy 1.L.2. 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 1.L.2.a. 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 1.L.2.b. 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 1.L.3. Avoid, reduce, and prevent potential issues specific to commercial cannabis activities that may adversely affect communities.

Action 1.L.3.a. Remain consistent with state requirements prohibiting commercial cannabis activities from locating within 600' of any school providing instruction to kindergarten or any grades 1 through 12, day care center (as defined in HSC §1596.76), youth center or licensed child care facility.

Action 1.L.3.b. Apply increased setbacks to commercial cannabis cultivation activities to prevent odor nuisance and visual/aesthetic issues, and enhance security.

Action 1.L.3.c. Apply visual screening and other treatments to prevent attractive nuisance issues related to aesthetics and security, such as theft, exposure of minors, and attraction of the criminal element.

Action 1.L.3.d. Outdoor lighting shall meet Chapter 23 – Dark Sky Regulations (including in Antelope Valley), and requirements for indoor lighting shall similarly 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 1.L.3.e. 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 1.L.3.f. 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 1.L.3.g. 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 1.L.4. In recognition of the potential economic benefits of this new industry, encourage the responsible establishment and operation of commercial cannabis activities.

Action 1.L.4.a. 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 1.L.4.b. 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 1.L.5. 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 1.L.5.a. 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 1.L.5.b. 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 1.L.5.c. 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 1.L.5.d. Ensure consistency with local area plans, and adjust area plans where appropriate to reflect community circumstances, preferences and priorities.

LAND USE ELEMENT: Antelope Valley Policies

GOAL 4 (Existing). *Provide for orderly growth in the Antelope Valley in a manner that retains the rural environment, and protects the area's scenic, recreational, agricultural, and natural resources.*

Objective 4.A (Existing). *Guide future development to occur within the US 395 corridor and existing communities.*

Policy 4.A.2 (Existing). *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 uses on US 395/main street frontages in the Mixed Use (MU) designation.

CONSERVATION/OPEN SPACE ELEMENT: Biological Resources

Add to the bulleted list under Action 2.A.3.e.: To protect nesting and brood-rearing habitat, agricultural 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.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2017

Departments: CAO

TIME REQUIRED 20 minutes

PERSONS APPEARING BEFORE THE BOARD Tony Dublino

SUBJECT Cannabis Regulatory Program - Next Steps

AGENDA DESCRIPTION:

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

Discussion of the County's Cannabis Regulatory Program, including next steps and timing of implementation.

RECOMMENDED ACTION:

Consider different options for implementation and provide direction to staff.

FISCAL IMPACT:

None.

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
FAQs

History

Time	Who	Approval
11/30/2017 2:13 PM	County Administrative Office	Yes
11/30/2017 2:59 PM	County Counsel	Yes
11/30/2017 4:46 PM	Finance	Yes



County of Mono

County Administrative Office

Leslie L. Chapman
County Administrative Officer

Tony Dublino
Assistant County Administrative Officer

Dave Butters
Human Resources Director

Jay Sloane
Risk Manager

Date: December 5, 2017
To: Honorable Board of Supervisors
From: Tony Dublino, Assistant CAO
Subject: County Cannabis Regulatory Program, Next Steps

Recommended Actions:

1. Direct staff to pursue adoption of the regulatory program, and not temporary permits.
2. Direct staff to complete preparation and forward the Cannabis Regulatory Program for Board consideration in March 2018.

Fiscal Impact:

No additional fiscal impacts anticipated. Existing budgeted resources will be utilized to complete the recommended actions.

Discussion:

Temporary Permits

Based on the State's temporary permitting process and regulatory activities in other jurisdictions, Mono County has been requested to provide a temporary permitting process for interested commercial cannabis operators.

Developing a temporary permit requires much of the same work needed for a "permanent" permit, but would delay the completion and adoption of the regulatory program by redirecting staff time to a different end product. Because the regulatory program is within a few months of being completed and presented for Board consideration, it does not seem advantageous to the process, or even would-be cannabis businesses, to re-direct staff to the development of a temporary permit program.

The most expeditious route for developing this regulatory program is to stay the course and keep our limited resources committed to our final goal. Therefore, staff's recommendation is to pursue adoption of the regulatory program, without temporary permits.

Establishing a Goal for the Timing of the Regulatory Program

The County continues to develop the regulatory program for cannabis businesses in the County. To date, the progress has been consistent with Board direction. Due to recent comments by members of the public as well as Board members, CAO staff is requesting that the Board affirm its position relating to the timing and scheduling of the program, and to provide a clear goal upon which staff can focus their efforts.

In October 2018, Board direction included delaying regulations until after placing the tax initiative on the November 2018 ballot. The thinking at the time was that coordinating the timing of the regulatory process with the tax initiative was the best way to ensure the County fully covers its costs for regulating and

enforcing commercial cannabis activities. The fee would cover the direct cost of regulating permitted businesses, and the tax would cover anticipated indirect expenses.

The Board has expressed a clear desire to be cautious in the development of this regulatory program, to learn from other jurisdictions where possible, and to move forward prudently and carefully. The recent extension of the moratorium through December 2018 enables such an approach, and provides time for staff to address concerns over cost recovery, shifting state regulations, and to develop an acceptable program that effectively regulates these businesses while providing for future corrections and amendments as necessary.

Nonetheless, there is also a strong interest in seeing this program adopted as soon as possible. This interest has been expressed in numerous comments over the last year, from would-be cannabis business operators, members of the public, and recently, from Board members. There appears to be a sense among staff and Supervisors that the program will be in place well before the expiration of the moratorium, but there is no specific target set at this time.

Since the issuance of state regulations on November 16th, CAO staff has conducted a basic assessment of where this regulatory program stands in the development process among involved Departments, and has requested feedback from staff on achievable goals for completion and adoption. This includes the consideration of General Plan Land Use Regulations, a regulatory permitting program, ordinances relating to enforcement, placement of a tax initiative on next year's ballot, adoption of a permit system and fees, and requirements of the Environmental Health Department and the Agriculture Commissioner. Except for the tax initiative, there is consensus among the Departments that their individual piece could be developed by March 2018.

There is inherent discomfort in launching an entirely new and unknown regulatory program, particularly among the staff who understand the potential for unintended or unforeseen consequences. Due to the unknowns, there is an expectation that adjustments to issued permits may be required, along with adjustments to other aspects of the regulatory program, whether a program is adopted in March 2018 or some later date. Staff continues to analyze how to best ensure that flexibility, but regardless of the exact regulatory program that is adopted, there is agreement that the only way to achieve a stable long-term regulatory program for Mono County will be through an iterative process where our individual experience leads to necessary revisions.

The intent is to develop a program that will have built-in opportunities for revision to the extent legally permissible, and limits on the number and scale of developments. This would allow for the initiation of cannabis businesses and also provide the opportunity for observation and monitoring that will inform future revisions.

In the interest of providing a clear message to the interested general public as well as a clear goal for staff to focus on, CAO staff is recommending the Board direct staff to complete preparation and forward the Cannabis Regulatory Program for adoption by March 2018.

If you have any questions regarding this item, please contact me at (760) 932-5415.

Respectfully submitted,



Tony Dublino
Assistant CAO

Mono County Cannabis Regulations

FAQ

As of November 30, 2017

What is the current timeline for cannabis regulations?

The state released emergency regulations for commercial cannabis activities on November 16, and a public comment period is open until Dec. 4. The State then has 10 days to review comments and approve the regulations. These regulations are a crucial component to commercial cannabis operations at the State level and will substantially inform the policies that are ultimately implemented at the local levels.

With the emergency regulations in hand, the County continues to pursue development of local cannabis regulations for adoption, and though the timeframe for implementation remains a moving target, the County is forging ahead. Most recently, the Planning Commission has recommended the adoption of General Plan policies to establish the County's policy framework, and the Board of Supervisors will consider approving the recommendation on December 5th, 2017. Final development of permit or license regulations specific to projects and operations will continue, and could be expected within 3-4 months of the approval of State regulations.

Other programs and approvals that may influence the availability of a complete regulatory program include adoption of fees, passage of a tax measure, issuance of licenses, managing banking issues, and permitting by other departments or entities, such as Environmental Health and the Inyo-Mono Agricultural Commissioner.

Why does Mono County need to consider the State Regulations?

The development and adoption of an entirely new regulatory program is complex at best. Cannabis regulation is further complicated by the extent of previous activities, both legal and illegal, as well as continued illegal status under federal law. The Cole Memo sets forth a number of regulatory priorities, which do not exist for other agricultural uses, that localities are advised to follow in order for state and locally legalized cannabis activities to expectantly be considered a low-priority enforcement activity.

The State has created three new departments to handle cannabis regulations, and several existing state agencies are crafting new requirements specific to cannabis activities, including the California Building Standards Commission, Lahontan Regional Water Quality Control Board, and others. These state regulations take precedence over local regulations by the County, and often dictate what the County can regulate, how, and what regulatory gaps need to be filled at the local level.

The most effective and efficient process is for Mono County to develop compatible regulations that are consistent, but not overlapping, with the State's system to the greatest extent possible and reasonable. The release of emergency regulations has increased the knowledge of what the final state regulations

will look like, but changes could still occur, resulting in inconsistencies that could cause expensive and time-consuming changes for business owners and policymakers alike.

The County has gone to great lengths to conduct local outreach and has obtained considerable feedback from its local communities. This feedback has been incorporated into the policies that have thus far been developed. Equally important are the State's regulations, which among other things include criteria and standards for processing license applications and renewals; testing and packaging requirements and quality assurance guidelines. Because these guidelines address some of the more complex and crucial aspects of the commercial cannabis industry, having the State's regulations will help the County achieve the highest level of consistency and efficacy at the local level.

Can the County develop regulations for only one aspect of cannabis business (such as Cultivation) prior to others?

Possibly. Because there has been an ongoing interest in cultivation, the concept of 'singling out' and promulgating regulations relating to cultivation in advance of the remaining cannabis regulations, is a possible approach. The Board is expected to consider refining the direction on the timing of the regulatory program at the December 5th meeting.

What type of local permits will cannabis businesses be required to have (not including State Permit)?

For all cannabis business types, the County anticipates requiring a permit or license, but the precise type of permit or license has not yet been determined. It is anticipated that whatever type is selected, it will involve a discretionary approval that will be subject to environmental review under the California Environmental Quality Act. Any cannabis business will require a business license as well. Depending on the specific operation, other state agencies, local districts, and County departments may also require permits before operations can begin.

Will there be a "cannabis business application period?"

The typical County process would allow a new business to apply for permits/licenses upon adoption of the regulations. No specific application period or cut-off is identified at this time, and it is anticipated that businesses would be able to initiate the application process upon approval of the regulations.

How long does it take to obtain a Discretionary Permit?

The approval timeline for a discretionary permit from the County is dependent upon several variables. Common issues that delay approval are incomplete applications, community controversy, sensitive environmental issues, project complexity, and potential changes to project scope during the process (e.g., a "moving target"). In a best-case scenario, if none of the potential delays above occur and the project qualifies as an exemption under the California Environmental Quality Act, a discretionary permit or license could be approved within about eight weeks.

Who will pay for the regulation of commercial cannabis?

This has been one of the greatest concerns for counties across the State. There are several examples of local governmental jurisdictions subsidizing the regulation of commercial cannabis due to the inadequacy of fees. This inadequacy can most often be attributed to some combination of premature implementation and/or gross underestimation of the costs to operate and regulate a new program.

Mono County has a relatively small and extremely tight budget, so the potential impact of these regulations on our staff time and County resources is a significant concern. The development of an adequate fee structure that will cover the costs of implementation, maintenance and regulation is critical to ensure that taxpayers do not subsidize these businesses, and that the businesses have confidence in the stability of the fees. The County has contracted with HdL, a leading firm in cannabis policy and research, to assist the County in the development of an adequate fee program.

Will Cannabis businesses be allowed only if a tax measure is passed?

This is unknown. Current Board direction is to align the County's regulatory approach with a November 2018 tax measure in an effort to consider all the aspects of cannabis at one time. There has been interest in forwarding a tax measure so the County might help to offset other costs and programs that are expected to be influenced by commercial cannabis (law enforcement, public health), but there is not current direction to tie the approval of County regulations directly to the **success** of a tax measure. The idea of prohibiting commercial cannabis business in the event a tax measure failed has been the subject of discussion, but is not the Board direction at this time.

What is the proposed local tax?

The main discussion about local tax has referenced Inyo County's 'range' of taxation, but no specific numbers have been declared. The development of these regulations and processes will be subject to political dynamics so changes are always possible. The County has contracted with HdL, a leading firm in cannabis policy and research, to assist the County in the development of an adequate fee program.