



# 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 at far right.

### Regular Meeting

MEETING LOCATION County Courthouse, Bridgeport, CA 93517

February 12, 2013

**TELECONFERENCE LOCATIONS:** 1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517. Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

**NOTE:** In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5534. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517), and in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at [www.monocounty.ca.gov](http://www.monocounty.ca.gov). If you would like to receive an automatic copy of this agenda by email, please send your request to Lynda Roberts, Clerk of the Board : [lroberts@mono.ca.gov](mailto:lroberts@mono.ca.gov).

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

9:00 AM

Call meeting to Order

Pledge of Allegiance

**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.)

Approximately thru  
10:00 a.m. **CLOSED SESSION**

### **BOARD OF SUPERVISORS**

- 1a) **Closed Session - CAO Position** - PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer.
- 1b) **Closed Session - Conference with Legal Counsel** - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. Name of case: Luman v. Mono County.
- 1c) **Closed Session - Human Resources** - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph and Lynda Salcido. 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.
- 1d) **Closed Session - Public employment** - PUBLIC EMPLOYMENT. Government Code section 54957. Title: Interim/Acting Public Works Director.
- 1e) **Closed Session - Real Property Negotiations** - CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Sierra Center Mall (452 Old Mammoth Road, Mammoth Lakes, CA). Agency negotiators: Marshall Rudolph, Lynda Salcido, and Vianey White. Negotiating parties: Mono County and 452 OM Rd. LLC and Highmark Mammoth Investments LLC. Under negotiation: price and terms of lease.

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

### 2) **APPROVAL OF MINUTES**

**A. Approve minutes of the Special Meeting held on January 29, 2013.**

### 3) **BOARD MEMBER REPORTS**

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

### Approximately 10 Minutes **COUNTY ADMINISTRATIVE OFFICE**

- 4) CAO Report regarding Board Assignments  
Receive brief oral report by County Administrative Officer (CAO) regarding work activities.

### 10:00 a.m. Approximately 15 minutes **DEPARTMENT REPORTS/EMERGING ISSUES** (PLEASE LIMIT COMMENTS TO FIVE MINUTES EACH)

### Approximately 5 minutes for Consent Items

## **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.)*

### **ELECTIONS**

- 5a) **Election Costs--School Districts** - School Districts' share of costs associated with the November 6, 2012, General Election, pursuant to Elections Code section 10002, Education Code section 5420, and Education Code section 5421.

**Recommended Action:** Approve the invoices addressed to Mammoth Unified School District in the amount of \$3,020.99, and Eastern Sierra Unified School District in the amount of \$2,869.65, for their share of costs associated with the November 6, 2012, General Election.

**Fiscal Impact:** Revenue in the amount of \$5,890.64.

**BOARD OF SUPERVISORS**

**6a) Local Transportation Commission--Alternate Appointments** - Supervisors Fesko, Johnston, and Stump were appointed by the Board of Supervisors on January 8, 2013, to serve on the Local Transportation Commission for 2013. These appointees have recommended persons to be appointed by the Board of Supervisors as alternates. Supervisor Fesko is requesting the Board appoint Tim Hansen as his alternate; Supervisor Johnston is requesting the Board appoint Tom Farnetti as his alternate; and Supervisor Stump is requesting the Board appoint Lynda Salcido as his alternate.

**Recommended Action:** Appoint Tim Hansen, Lynda Salcido, and Tom Farnetti to serve as alternates on the Local Transportation Commission for 2013.

**Fiscal Impact:** None.

**SHERIFF CORONER**

**7a) Off-Highway Vehicle (OHV) Grant Program Participation** - The Mono County Sheriff's Office has operated a winter Off-Highway Vehicle (OHV) program for more than fifteen (15) years. The OHV program has provided monies for over the snow vehicles, trailers, and a town vehicle. The grant covers equipment purchases, maintenance, and salary costs to conduct enforcement and safety patrols in Mono County.

The proposed Grant Program for 2012-2013 will provide funding for Off-Highway Vehicle (OHV) enforcement, wilderness intrusion abatement, and a level of safety for visitors and residents.

**Recommended Action:** Adopt proposed Resolution R13-\_\_\_, approving the application for state off-highway vehicle grant. Among other things, the resolution would authorize the participation in the 2012-2013 Off-Highway Vehicle Grant Program and name Sheriff Ralph Obenberger as the authorized representative of the Mono County Sheriff's Office and Sergeant Jeff Beard as the Grant Administrator for the Mono County Sheriff's Office.

**Fiscal Impact:** Our proposed OHV grant is requesting \$88,000.00 in funds, although we have been assured to receive the minimum of \$10,000.00. If the grant is awarded in full, the Mono County Sheriff's Office would be required to match a total of \$22,000.00, either in a monetary match or "in-kind service." We have proposed to match the Off-Highway Vehicle grant with OHV in-lieu of tax funds received bi-annually for Off-Highway Vehicle registration.

**7b) Sheriff's Department Boating and Waterways Grant for FY 2013-2014** - The Mono County Sheriff's Department has received its annual Grant Contract from the California Department of Boating and Waterways in the amount of \$131,065.00 for fiscal year 2013-2014. This grant funds boating safety programs and law enforcement on the waterways of Mono County.

**Recommended Action:** 1. Authorize the Sheriff's Department to participate and renew the contract with the California Department of Boating and Waterways for fiscal year 2013-2014. 2. Authorize the Board of Supervisors to sign the contract via Minute Order with the California Department of Boating and Waterways for fiscal year 2013-2014. 3. Authorize Sheriff Ralph Obenberger to sign the contract and all reimbursement forms for said contract.

**Fiscal Impact:** The grant amount of \$131,065.00 will cover the entire cost of the boating program and will have no impact on the general fund.

**REGULAR AGENDA**

**CORRESPONDENCE RECEIVED (INFORMATIONAL)**

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

**CLERK OF THE BOARD**

**8a) No Correspondence** -  
\*\*\*\*\*

**INFORMATION TECHNOLOGY**

**Additional Departments:** Praxis

**9a) Digital 395 Construction Status Update** (Michael Ort) - Provide an update on Digital 395 construction.

20 minutes

**Recommended Action:** Informational item.

**Fiscal Impact:** None.

**9b)** **Digital 395 - Planning for the Last Mile** (Nate Greenberg) - Provide a status update to the Board on Digital 395, including general direction and next steps associated with the development of the County's Last Mile Provider Plan.  
30 minutes

**Recommended Action:** Provide direction to staff as appropriate.

**Fiscal Impact:** None.

\*\*\*\*\*  
LUNCH  
\*\*\*\*\*

**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.)

**FINANCE**

**10a)** **Discuss Possibility of Establishing a Treasury Oversight Committee** (Rose Glazier) - Discussion about the possibility of establishing a Treasury Oversight Committee.  
15 minutes

**Recommended Action:** Potentially direct staff to prepare and agendize a resolution establishing a Treasury Oversight Committee on terms and conditions specified by the Board.

**Fiscal Impact:** Approximately \$2,500 from the General Fund.

**SOCIAL SERVICES**

**Additional Departments:** HR

**11a)** **Proposed Resolution Approving a Limited Term Appointment under 170.F.5 of the Mono County Personnel System** (Kathy Peterson) - Proposed resolution approving a Limited Term Appointment with Cathleen Young as Social Services Program Manager, and prescribing the compensation, appointment and conditions of said employment.  
10 minutes

**Recommended Action:** Approve Resolution #R13-\_\_\_\_\_, approving a contract with Cathleen Young as Social services Program Manager, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The 6 month cost of the Limited Term Program Manager, salary and benefits is \$64,155.00. This is based on a six month salary of \$37,500.00 and 6 months of benefits at \$26,655.00. Based on an estimated 8.5% County Share of Cost the 6 month cost to the General Fund is \$5,453.00. The Program Manager Position is allocated and budgeted for Fiscal Year 12/13.

**11b)** **Amendment to Contract with Eastern Sierra Area Agency on Aging for Additional Funds** (Kathy Peterson) - Proposed contract amendment with Eastern Sierra Area Agency on Aging pertaining to additional one time funding increase for Fiscal Year 2012-2013.  
10 minutes

**Recommended Action:** Approve County entry into proposed contract amendment and authorize the Mono County CAO to execute said contract amendment on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:** The above contract amendment will increase Mono County Senior Services revenue by \$1,205.00.

**PUBLIC WORKS - ROAD DIVISION**

**12a)** **Supplemental Agreement - Topaz Lane Bridge Preliminary Engineering** (Jeff Walters) - The Topaz Lane Bridge over the Walker River in Northern Mono County requires repair. Funding is available through the State for preliminary engineering. Authorization in the form of a resolution from the Board of Supervisors is required.  
5 minutes

**Recommended Action:** Consider and potentially adopt proposed resolution "A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No. 017-N for Topaz Lane Bridge Preliminary Engineering."

**Fiscal Impact:** Total Project Engineering cost is estimated at \$26,000 to be paid by the Road Fund with \$23,018 reimbursed by the State.

**BOARD OF SUPERVISORS**

**13a)**

15 minutes

**Travel Authorization for Board Members and Staff to Attend East Coast Peer Resort Tour**

(Supervisor Tim Alpers) - This item is to receive travel authorization to allow and fund a designated Supervisor(s) and two staff members to attend an east coast Peer Resort Tour being sponsored by JMSA/MMSA from February 24-March 1, 2013. This item is being put on the agenda at the request of Supervisors Alpers and Johnston. See Staff report for additional details.

**Recommended Action:** Consider and potentially authorize travel and funding for two designated Supervisors and two tourism staff members to attend the Peer Resort tour.

**Fiscal Impact:** Approximately \$4,660 from the Board of Supervisors' travel budget.

**ADJOURNMENT**

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

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	February 12, 2013	<b>DEPARTMENT</b>	Board of Supervisors
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	Closed Session - CAO Position		

**AGENDA DESCRIPTION:**

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available

**History**

Time	Who	Approval
1/23/2013 11:55 AM	County Administrative Office	Yes
1/29/2013 4:39 PM	County Counsel	Yes
1/23/2013 11:52 AM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

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<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	Closed Session - Conference with Legal Counsel		

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. Name of case: Luman v. Mono County.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

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**ATTACHMENTS:**

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No Attachments Available

**History**

Time	Who	Approval
2/6/2013 5:02 PM	County Administrative Office	Yes
2/6/2013 4:56 PM	County Counsel	Yes
2/6/2013 5:25 PM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

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<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	Closed Session - Human Resources		

### AGENDA DESCRIPTION:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph and Lynda Salcido. 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: /

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**32 DAYS PRECEDING THE BOARD MEETING**

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YES  NO

### ATTACHMENTS:

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No Attachments Available

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
1/16/2013 12:53 PM	County Administrative Office	Yes
2/1/2013 5:55 PM	County Counsel	Yes
1/16/2013 12:50 PM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	February 12, 2013	<b>DEPARTMENT</b>	Board of Supervisors
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	Closed Session - Public employment		

### AGENDA DESCRIPTION:

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

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

### RECOMMENDED ACTION:

### FISCAL IMPACT:

### CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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No Attachments Available

#### History

Time	Who	Approval
2/6/2013 5:02 PM	County Administrative Office	Yes
2/6/2013 4:56 PM	County Counsel	Yes
2/6/2013 5:25 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	February 12, 2013	<b>DEPARTMENT</b>	Board of Supervisors
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	Closed Session - Real Property Negotiations		

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Sierra Center Mall (452 Old Mammoth Road, Mammoth Lakes, CA). Agency negotiators: Marshall Rudolph, Lynda Salcido, and Vianey White. Negotiating parties: Mono County and 452 OM Rd. LLC and Highmark Mammoth Investments LLC. Under negotiation: price and terms of lease.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**  
**PHONE/EMAIL: /**

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**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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No Attachments Available

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
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2/6/2013 5:02 PM	County Administrative Office	Yes
2/6/2013 4:57 PM	County Counsel	Yes
2/6/2013 5:26 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	February 12, 2013	<b>DEPARTMENT</b>	Clerk of the Board
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	Board Minutes		

**AGENDA DESCRIPTION:**

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

A. Approve minutes of the Special Meeting held on January 29, 2013.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Shannon Kendall  
**PHONE/EMAIL:** x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download

[01-29-13 Draft](#)

**History**

Time	Who	Approval
1/30/2013 1:13 PM	County Administrative Office	Yes
2/1/2013 5:28 PM	County Counsel	Yes
1/30/2013 1:07 PM	Finance	Yes



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

Special Meeting  
January 29, 2013

Mammoth Lakes CAO  
Conference Room, 3rd  
Floor, Sierra Center Mall,  
452 Old Mammoth Rd., Suite  
306, Mammoth Lakes, CA  
93546

<b>Flash Drive</b>	<b>Portable Recorder</b>
<b>Minute Orders</b>	<b>M13-17 through M13-18</b>
<b>Resolutions</b>	<b>R13-06 NOT USED</b>
<b>Ordinance</b>	<b>Ord13-01 NOT USED</b>

9:0 AM Meeting called to order by Vice Chair Johnston.

*Supervisors Present: Alpers, Fesko, Johnston and Stump.  
Supervisors Absent: Hunt.*

Pledge of Allegiance led by Supervisor Stump.

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

*No one spoke.*

REGULAR AGENDA

BOARD OF SUPERVISORS

- 1a) Certificate of Appreciation - Present Certificate of Appreciation thanking a departing employee for their service.

**Action:** None.

**Supervisor Johnston:**

- Presented Certificate of Appreciation to Jim Arkens, CAO.

INFORMATION TECHNOLOGY

- 2a) Letter to CPUC regarding Verizon deadline extension request (Nate Greenberg) - Request the Board send a Letter to California Public Utility Commission (CPUC) in response to Verizon's request for a deadline extension regarding the Crowley Lake/Swall Meadows Broadband Project.

**Note**

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

**M13-17**

**Action:** Approve letter, to be amended as discussed, and authorize signature by Vice Chairman of the Board.

**Stump moved; Fesko seconded**

**Vote: 4 yes; 0 no; 1 absent: Hunt**

**Nate Greenberg:**

- Pertaining to broadband project in Crowley and Swall Meadows; explained history of item.
- Verizon is asking for an extension of the original deadline; there were originally two resolutions associated with this.
- Various letters have been written; county has been told that Verizon was on target to meet deadline; community members were told to expect DSL service by the 28th.
- Purpose of board letter (to be signed today) is to underscore points made in Nate's first letter, which suggested that Verizon make service available to Paradise, perhaps as a penalty.
- Issue of broadband definition – they lost higher speed argument but won time argument. Wasn't raised again in this letter.
- In theory, with or without the grant, they are required to provide service.

**Ron Day, Eastern Sierra Connect:**

- They also contributed letters; are supportive of Board's letter on today's agenda.

**Steven Kalish, Swall Meadows:**

- Compliance staff person at CPUC asked if Board could deliver something this week.
- He doesn't know why project has been delayed. There is every reason to believe that additional broadband service to Mammoth has also not been delivered.
- The CPUC needs to deliver service sooner rather than later. It is not clear what they are going to do. Verizon will most likely come back with something else.

**Supervisor Stump:**

- Sunny slopes already has some service; Paradise does not.
- He did attend the August Board Meetings where this was discussed. He gave Nate his support in writing his first letter.
- Complimented Steven Kalish on work already done.
- To add to new letter: it's unclear why service hasn't been approved.

**Supervisor Fesko:**

- Asked about the letter already sent by Nate; he has already sort of dictated the Board's direction.
- He is asking for additional information prior to staff making future decisions that maybe the previous board has already weighed in on.
- Are they held to previous definition of broadband?
- Agrees that any penalties should benefit county.

**Supervisor Johnston:**

- What if they say they don't want the grant?
- Maybe add suggestions to the letter of what they can do; what services they *can* provide? Also, say that they are "reiterating", on first sentence.

**Marshall Rudolph:**

- There was a need to reply to the CPUC by last Friday; there was no board meeting prior to that time.
- This issue has been discussed many times by previous board and Nate was only reflecting the direction by the previous board.

**Additional Departments:** Public Works

**Note**

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

- 2b) Praxis request to remove snow on Green Creek and Dunderberg Meadow Roads (Nate Greenberg, Jeff Walters, Michael Ort) - Hear Praxis' request to remove snow on Green Creek and Dunderberg Meadow Roads for the purpose of accessing vaults to install fiber optic cable before February 15, 2013.

**M13-18** **Action:** Approve request to remove snow (to be memorialized in an agreement to be reviewed by County Counsel); including language that allows county to recover any associated costs.

**Johnston moved; Alpers seconded**

**4 yes; 0 no; 1 absent: Hunt**

**Nate Greenberg:**

- This is a time constraint issue before Board where there are limitations on work currently being done by Praxis.
- Snow removal needs to be done by 2/15 – needs to be moved for work to continue.
- How do people access areas for recreational purposes?

**Dave Arndel, Praxis:**

- In next two weeks this snow needs to be moved to progress with project.
- Gave description of type of equipment they are planning to use; crews to be used, etc.
- A surveyor needs to be out front. Maybe blow one lane, then another.
- Cable reels are 5,000 lbs. apiece. Compressor is 4,000 lbs. No way to get good splices.
- You could go back and fix bad splices.
- They are held to these dates by Fish and Game.

**Jeff Walters:**

- Wants Praxis to finish job as soon as possible.
- Concerns: What is the skill level of people that will clear snow? There are no snow poles, what about damage to vegetation? How will area be cleaned up after plowing?
- They request plowing be done two lanes wide and Mono County will want to inspect what's going on.
- Brett McCurry has been doing all inspections; he would add this to his list. It would be periodic. There is no additional charge for any inspection work.
- We can continue to operate the way we are; don't need another person.

**Supervisor Stump:**

- Preferred method would be to have Praxis do the work themselves?
- If you know the location of vaults, etc. can't you go over the snow?
- If you had bad splices and had to go back, could you?
- Would this require periodic inspection by the county, how much, overtime, etc?
- Would we need to hire another person to do inspection?
- Does Humboldt-Toiyabe Forest need to be notified?

**Supervisor Johnston:**

- Any issues with drainage structures?
- Will this affect public access? What are closure options when you are done? Public should be kept out; need a hard closure of some type.
- Make sure Forest Service is contacted.

**Supervisor Fesko:**

- Do we have bonds with Praxis to protect the county in case of damage?
- What happens next spring if Praxis has already blown cable and is no longer in the area and there are problems?

**Marshall Rudolph:**

- Under the license agreement with California Broadband Cooperative, we have bonds,

**Note**

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

insurance, and hold harmless provisions with respect to use of our rights of ways and completion of the project.

- In the license agreement, where we have given them permission to use our rights of way, we have a lot of remedies and are well covered.
- The plowing of the road is not in the license agreement; these types of cost issues are not covered by the agreement in place.
- If Board approves this, he would anticipate some paperwork being drawn up.
- If Board is comfortable to have CAO/Public Works deal with paperwork (with review by Count Counsel), it doesn't have to come back to the board.
- You can post a sign saying "not plowed beyond this point, not county's responsibility".
- In Agreement, it's clearly spelled out that other agencies need to be contacted, etc.

## BOARD OF SUPERVISORS

*Closed Session: 10:00 a.m.*

*Adjourn: 12:45 p.m.*

*There was nothing to report out of closed session.*

- 3a) Closed Session - CAO Position - PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer.
- 3b) Closed Session - Director of Facilities and Risk Management - PUBLIC EMPLOYMENT. Government Code section 54957. Title: Director of Facilities and Risk Management.
- 3c) Closed Session--Human Resources - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph and Jim Arkens. 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.

ADJOURNMENT 12:45 p.m.

ATTEST:

\_\_\_\_\_  
LARRY JOHNSTON  
VICE-CHAIR

\_\_\_\_\_  
SHANNON KENDALL  
SR. DEPUTY CLERK OF THE BOARD

§§§§§

### Note

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	February 12, 2013	<b>DEPARTMENT</b>	Elections
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	Election Costs--School Districts		

### AGENDA DESCRIPTION:

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

School Districts' share of costs associated with the November 6, 2012, General Election, pursuant to Elections Code section 10002, Education Code section 5420, and Education Code section 5421.

### RECOMMENDED ACTION:

Approve the invoices addressed to Mammoth Unified School District in the amount of \$3,020.99, and Eastern Sierra Unified School District in the amount of \$2,869.65, for their share of costs associated with the November 6, 2012, General Election.

### FISCAL IMPACT:

Revenue in the amount of \$5,890.64.

**CONTACT NAME:** Lynda Roberts

**PHONE/EMAIL:** 760-932-5538 / lroberts@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

- [Election Costs](#)
- [MUSD draft invoice](#)
- [MUSD work sheet](#)

[ESUSD draft invoice](#)

[ESUSD work sheet](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
2/1/2013 12:55 PM	County Administrative Office	Yes
2/1/2013 5:54 PM	County Counsel	Yes
2/4/2013 9:17 AM	Finance	Yes



## CLERK-RECORDER-REGISTRAR COUNTY OF MONO

---

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

*Lynda Roberts*  
Clerk-Recorder  
760-932-5538  
[lroberts@mono.ca.gov](mailto:lroberts@mono.ca.gov)

*Linda Romero*  
Assistant Clerk-Recorder  
760-932-5534  
[lromero@mono.ca.gov](mailto:lromero@mono.ca.gov)

To: Honorable Board of Supervisors  
From: Lynda Roberts, Clerk of Elections  
Date: February 12, 2013

### Subject

School Districts' share of costs associated with the November 6, 2012, General Election

### Recommendation

Approve the invoices addressed to Mammoth Unified School District and Eastern Sierra Unified School District for their share of costs associated with the November 6, 2012, General Election.

### Discussion

Pursuant to Elections Code §10002 and Education Code §5420, the Clerk of Elections has prepared an invoice for Mammoth Unified School District's and Eastern Sierra Unified School District's share of election costs. Elections Code §10002 specifies that upon presentation of a bill, a district shall reimburse the county in full for the election services performed. Education Code §5420 provides a list of costs that may be included, but said costs are not limited to those specified.

The draft invoices outline the costs associated with the November 6, 2012, election. Pursuant to Education Code §5421, election costs "shall be determined by the county elections official and approved by the county board of supervisors."

### Fiscal Impact

Revenue in the amount of \$5,890.64.



# CLERK-RECORDER-REGISTRAR COUNTY OF MONO

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

Lynda Roberts  
Clerk-Recorder  
760-932-5538  
lroberts@mono.ca.gov

Linda Romero  
Assistant Clerk-Recorder  
760-932-5534  
lromero@mono.ca.gov

## DRAFT INVOICE

November 6, 2012, General Election

Date: February 13, 2013  
To: Mammoth Unified School District  
Attn: Kathy Emerick  
PO Box 3509  
Mammoth Lakes, CA 93546  
From: Lynda Roberts, Mono County Clerk-Recorder-Registrar  
Re: MUSD Share of Election Costs

### Amount Payable to Mono County Clerk: \$3,020.99

Pursuant to California Elections Code §10002 and Education Code §5420, I submit the following cost information pertaining to the District's share of the costs associated with the General Election held November 6, 2012. Pursuant to California Elections Code §3024, the costs to administer absentee ballots (vote-by-mail) are deducted and included in the non-applicable costs. Pursuant to California Education Code §5421, the amount payable was approved by the Mono County Board of Supervisors at the regular meeting of February 12, 2013.

Total Personnel Costs	\$72,741.96
Total Material Costs	24,132.99
Non-applicable Costs	(25,881.50)
Total Costs	\$70,993.45

Mammoth Unified School District share of total costs: \$3,020.99

Prorated Cost: \$3,020.99 per race/measure  
(\$70,993.45 / 23.5 races/measures—weighted)  
Number of races/measures MUSD: 1 (Governing Board Members)  
\$3,020.99 x 1 = \$3,020.99

Enclosed for your information is a copy of the billing worksheet used to determine the total costs specified above. If you have questions, you may contact me by calling 932-5538 or email lroberts@mono.ca.gov. Please remit a check for \$3,020.99 payable to Mono County Clerk within 30 days of receipt of this invoice. Mail to:

Mono County Clerk-Recorder-Registrar  
Attn: Lynda Roberts  
P.O. BOX 237  
Bridgeport, CA 93517

## Billing Worksheet 11/6/12

## MUSD

PERSONNEL	COSTS	DEDUCTIONS	PRORATED AMOUNT	NOTES
Public Works Dept	\$761.84	\$380.91	\$380.93	Subtract Walker, Bridgeport, June Lake precincts, \$126.97 x 3 = \$380.91
IT Department	\$16,839.95	\$514.79	\$16,325.16	Subtract help at Walker, Bridgeport, June Lake: Steve (\$187); Cameron (\$237.32); Clay (\$90.47)
Other County Departments	\$1,482.92	\$827.70	\$655.22	CD Ritter VBM acceptance center (\$256.74); Judy Curti (\$570.96) non-MUSD 1% count
Elections Office	\$48,353.26	\$17,245.06	\$31,108.20	Subtract VBM hours (\$14,613.82) and non-MUSD 1% count (\$2,631.24)
Pollworkers	\$4,790.92	\$1,593.10	\$3,197.82	Subtract precincts not in MUSD (\$1,593.10) Walker, Bridgeport, June Lake
Travel/Lodging	\$513.07	\$34.41	\$478.66	Cameron travel to Walker (\$34.41)
<b>TOTAL</b>	<b>\$72,741.96</b>	<b>\$20,595.97</b>	<b>\$52,145.99</b>	
MATERIALS	COSTS	DEDUCTIONS	PRORATED AMOUNT	NOTES
Dominion Database/Support	\$3,500.00	\$0.00	\$3,500.00	
ProVote Solutions	\$11,779.58	\$0.00	\$11,779.58	
Postage	\$2,133.87	\$704.97	\$1,428.90	Subtract postage for all precincts (excluding Mammoth/Crowley) sample ballots (\$704.97)
Supplies	\$111.52	\$65.04	\$46.48	Subtract cost of pollworker gift for Walker, Bridgeport, June Lake and unused (\$65.04)
Publications	\$2,423.21	\$330.71	\$2,092.50	Subtract cost of VBM announcements (\$330.71)
Vote By Mail	\$4,184.81	\$4,184.81	\$0.00	VBM costs not charged to schools when non-school items on ballot

Billing Worksheet 11/6/12

MUSD

<b>TOTAL</b>	<b>\$24,132.99</b>	<b>\$5,285.53</b>	<b>\$18,847.46</b>
<b>GRAND TOTAL</b>	<b>\$96,874.95</b>	<b>\$25,881.50</b>	<b>\$70,993.45</b>



# CLERK-RECORDER-REGISTRAR COUNTY OF MONO

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

Lynda Roberts  
Clerk-Recorder  
760-932-5538  
lroberts@mono.ca.gov

Linda Romero  
Assistant Clerk-Recorder  
760-932-5534  
lromero@mono.ca.gov

## DRAFT INVOICE

November 6, 2012, General Election

Date: February 13, 2013  
To: Eastern Sierra Unified School District  
Attn: Ashley Custer  
PO Box 575  
Bridgeport, CA 93517  
From: Lynda Roberts, Mono County Clerk-Recorder-Registrar  
Re: ESUSD Share of Election Costs

### Amount Payable to Mono County Clerk: \$2,869.65

Pursuant to California Elections Code §10002 and Education Code §5420, I submit the following cost information pertaining to the District's share of the costs associated with the General Election held November 6, 2012. Pursuant to California Elections Code §3024, the costs to administer absentee ballots (vote-by-mail) are deducted and included in the non-applicable costs. Pursuant to California Education Code §5421, the amount payable was approved by the Mono County Board of Supervisors at the regular meeting of February 12, 2013.

Total Personnel Costs	\$72,741.96
Total Material Costs	24,132.99
Non-applicable Costs	(29,438.15)
Total Costs	\$67,436.80

Eastern Sierra Unified School District share of total costs: \$2,869.65

Prorated Cost: \$2,869.65 per race/measure  
(\$67,436.80 / 23.5 races/measures—weighted)  
Number of races/measures ESUSD: 1 (Governing Board Members)  
\$2,869.65 x 1 = \$2,869.65

Enclosed for your information is a copy of the billing worksheet used to determine the total costs specified above. If you have questions, you may contact me by calling 932-5538 or email lroberts@mono.ca.gov. Please remit a check for \$2,869.65 payable to Mono County Clerk within 30 days of receipt of this invoice. Mail to:

Mono County Clerk-Recorder-Registrar  
Attn: Lynda Roberts  
P.O. BOX 237  
Bridgeport, CA 93517

## Billing Worksheet 11/6/12

## ESUSD

PERSONNEL	COSTS	DEDUCTIONS	PRORATED AMOUNT	NOTES
Public Works Dept	\$761.84	\$380.91	\$380.93	Subtract Mammoth/Crowley precincts, \$126.97 x 3 = \$380.91
IT Department	\$16,839.95	\$1,604.70	\$15,235.25	Subtract help at Mammoth/Crowley: Jami (\$236.55); Peter (\$117.81); Ryan (\$37.60); Greg (\$1,017.44); Nate (\$195.30)
Other County Departments	\$1,482.92	\$1,370.60	\$112.32	CD Ritter VBM acceptance center and Mammoth provisional (\$855.80); Judy Curti (\$514.80) non-ESUSD 1% count
Elections Office	\$48,353.26	\$16,986.25	\$31,367.01	Subtract VBM hours (\$14,613.82) and non-ESUSD 1% count (\$2,372.43)
Pollworkers	\$4,790.92	\$3,197.82	\$1,593.10	Subtract precincts not in ESUSD (\$3,197.82) Mammoth/Crowley
Travel/Lodging	\$513.07	\$229.20	\$283.87	Nate travel to Crowley (\$33.30); CD lodging in Mammoth (\$131.19); Linda travel to Mammoth (\$64.71)
<b>TOTAL</b>	<b>\$72,741.96</b>	<b>\$23,769.48</b>	<b>\$48,972.48</b>	
MATERIALS	COSTS	DEDUCTIONS	PRORATED AMOUNT	NOTES
Dominion Database/Support	\$3,500.00	\$0.00	\$3,500.00	
ProVote Solutions	\$11,779.58	\$0.00	\$11,779.58	
Postage	\$2,133.87	\$1,061.55	\$1,072.32	Subtract postage for Mammoth/Crowley sample ballots (\$1,061.55)
Supplies	\$111.52	\$91.60	\$19.92	Subtract cost of pollworker gift for Mammoth/Crowley and unused (\$91.60)
Publications	\$2,423.21	\$330.71	\$2,092.50	Subtract cost of VBM announcements (\$330.71)
Vote By Mail	\$4,184.81	\$4,184.81	\$0.00	VBM costs not charged to schools when non-school items on ballot

Billing Worksheet 11/6/12

ESUSD

<b>TOTAL</b>	<b>\$24,132.99</b>	<b>\$5,668.67</b>	<b>\$18,464.32</b>
<b>GRAND TOTAL</b>	<b>\$96,874.95</b>	<b>\$29,438.15</b>	<b>\$67,436.80</b>



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	February 12, 2013	<b>DEPARTMENT</b>	Board of Supervisors
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	Local Transportation Commission-- Alternate Appointments		

### AGENDA DESCRIPTION:

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

Supervisors Fesko, Johnston, and Stump were appointed by the Board of Supervisors on January 8, 2013, to serve on the Local Transportation Commission for 2013. These appointees have recommended persons to be appointed by the Board of Supervisors as alternates. Supervisor Fesko is requesting the Board appoint Tim Hansen as his alternate; Supervisor Johnston is requesting the Board appoint Tom Farnetti as his alternate; and Supervisor Stump is requesting the Board appoint Lynda Salcido as his alternate.

### RECOMMENDED ACTION:

Appoint Tim Hansen, Lynda Salcido, and Tom Farnetti to serve as alternates on the Local Transportation Commission for 2013.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Lynda Roberts

**PHONE/EMAIL:** 760-932-5538 / lroberts@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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[LTC Alternate Appointments](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
2/1/2013 8:38 AM	County Administrative Office	Yes
2/1/2013 5:30 PM	County Counsel	Yes
2/1/2013 12:08 PM	Finance	Yes



## BOARD OF SUPERVISORS COUNTY OF MONO

---

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5530 • FAX (760) 932-5531

**Lynda Roberts**  
*Clerk of the Board*  
760-932-5538  
lroberts@mono.ca.gov

**Linda Romero**  
*Assistant Clerk of the Board*  
760-932-5534  
lromero@mono.ca.gov

To: Honorable Board of Supervisors  
From: Lynda Roberts, Clerk of the Board  
Date: February 12, 2013

Subject  
Local Transportation Commission

Recommendation  
Appoint Tim Hansen, Lynda Salcido, and Tom Farnetti to serve as alternates on the Local Transportation Commission for 2013.

Discussion  
On Tuesday, January 8, 2013, the Mono County Board of Supervisors appointed Tim Fesko, Larry Johnston, and Fred Stump to serve on the Local Transportation Commission for 2013. The Supervisors appointed to the LTC then recommend persons to be appointed by the Board of Supervisors as alternates. Supervisor Fesko is requesting the Board appoint Tim Hansen as his alternate; Supervisor Johnston is requesting the Board appoint Tom Farnetti as his alternate; and Supervisor Stump is requesting the Board appoint Lynda Salcido as his alternate.

Fiscal Impact  
None



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

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	February 12, 2013	<b>DEPARTMENT</b>	Sheriff Coroner
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	Off-Highway Vehicle (OHV) Grant Program Participation		

**AGENDA DESCRIPTION:**

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

The Mono County Sheriff's Office has operated a winter Off-Highway Vehicle (OHV) program for more than fifteen (15) years. The OHV program has provided monies for over the snow vehicles, trailers, and a town vehicle. The grant covers equipment purchases, maintenance, and salary costs to conduct enforcement and safety patrols in Mono County.

The proposed Grant Program for 2012-2013 will provide funding for Off-Highway Vehicle (OHV) enforcement, wilderness intrusion abatement, and a level of safety for visitors and residents.

**RECOMMENDED ACTION:**

Adopt proposed Resolution R13-\_\_\_, approving the application for state off-highway vehicle grant. Among other things, the resolution would authorize the participation in the 2012-2013 Off-Highway Vehicle Grant Program and name Sheriff Ralph Obenberger as the authorized representative of the Mono County Sheriff's Office and Sergeant Jeff Beard as the Grant Administrator for the Mono County Sheriff's Office.

**FISCAL IMPACT:**

Our proposed OHV grant is requesting \$88,000.00 in funds, although we have been assured to receive the minimum of \$10,000.00. If the grant is awarded in full, the Mono County Sheriff's Office would be required to match a total of \$22,000.00, either in a monetary match or "in-kind service." We have proposed to match the Off-Highway Vehicle grant with OHV in-lieu of tax funds received bi-annually for Off-Highway Vehicle registration.

**CONTACT NAME:** Jennifer Hansen

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

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

---

## ATTACHMENTS:

Click to download

 [Staff Report](#)

 [Resolution](#)

---

### History

Time	Who	Approval
1/24/2013 8:53 AM	County Administrative Office	Yes
2/1/2013 5:27 PM	County Counsel	Yes
1/25/2013 11:18 AM	Finance	Yes



P.O. Box 616 / 100 BRYANT STREET • BRIDGEPORT, CA 93517 • (760) 932-7549 / FAX (760) 932-7435

*Ralph Obenberger*  
Sheriff/Coroner

**MONO COUNTY SHERIFF'S OFFICE**

*Robert Weber*  
Undersheriff

Date: 02/12/2013

TO: Honorable Board of Supervisors

FR: Ralph Obenberger, Sheriff/Coroner

RE: 2012 – 2013 Off-Highway Vehicle (OHV) Grant Program Participation

---

**RECOMMENDATION:**

1. Recommend the Board of Supervisors authorize the participation in the 2012-2013 Off-Highway Vehicle Grant Program by adoption of a resolution approving the same. A proposed resolution for this year's grant is attached.
2. Recommend the Board of Supervisors name Sheriff Ralph Obenberger as the authorized representative of the Mono County Sheriff's Office and Sergeant Jeff Beard as the Grant Administrator for the Mono County Sheriff's Office.

**DISCUSSION:**

The Mono County Sheriff's Office has operated a winter Off-Highway Vehicle (OHV) program for more than fifteen (15) years. The OHV program has provided monies for over the snow vehicles, trailers, and a tow vehicle. The grant covers equipment purchases, maintenance, and salary costs to conduct enforcement and safety patrols in Mono County.

The proposed Grant Program for 2012-2013 will provide funding for Off-Highway Vehicle (OHV) enforcement, wilderness intrusion abatement, and a level of safety for visitors and residents.

**FISCAL IMPACT:**

Our proposed OHV grant is requesting \$88,000.00 in funds, although we have been assured to receive the minimum of \$10,000.00. If the grant is awarded in full, the Mono County Sheriff's Office would be required to match a total of \$22,000.00, either in a monetary match or "kind service." We have proposed to match the Off-Highway Vehicle grant with OHV in-lieu of tax funds received bi-annually for Off-Highway Vehicle registration.

Respectfully Submitted,  
Ralph Obenberger, Sheriff/Coroner



**RESOLUTION NO. R13-\_\_**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING THE APPLICATION FOR STATE OFF-HIGHWAY VEHICLE GRANT**

**WHEREAS**, the people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 1988, which provides funds to the State of California and its political subdivisions for planning, acquiring, developing, conserving and maintaining off-highway vehicle recreation; and

**WHEREAS**, the Off-Highway Motor Vehicle Recreation Division, within California Department of Parks and Recreation, has been delegated the responsibility to administer the program; and

**WHEREAS**, this project appears on, or is in conformance with, this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdiction's immediately surrounding the project;

**NOW, THEREFORE BE IT RESOLVED** that the Mono County Board of Supervisors

1. Approves the filing of an application for an Off-Highway Vehicle Grant; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the grant; and
3. Certifies that this agency understands the California Public Resources Code requirements and acquisition and development projects be maintained to specific conservation standards; and
4. Certifies that the project will be well maintained during its useful life; and
5. Certifies this agency will implement the project with diligence once funds are available and a Project Agreement has been consummated between the State and this agency; and
6. Certifies that this agency will provide matching the required matching funds(as applicable); and
7. Certifies that the public and adjacent property owners have been notified of this project (as applicable); and
8. Appoints Sheriff Ralph Obenberger and Sergeant Jeff Beard as agents of the Mono County Sheriff's Office to conduct all negotiations and execute and submit all required documents, including but not necessarily limited to, applications, agreements, amendments, payment request, etc., which may be necessary for the completion of the project.

**PASSED AND ADOPTED this 12th day of February, 2013, by the following vote:**

**AYES :**

**NOES :**

**ABSTAIN:**

**ABSENT :**

**ATTEST:** \_\_\_\_\_  
**Clerk of the Board**

\_\_\_\_\_  
**Byng Hunt, Chair**  
**Board of Supervisors**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**COUNTY COUNSEL**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	February 12, 2013	<b>DEPARTMENT</b>	Sheriff Coroner
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	Sheriff's Department Boating and Waterways Grant for FY 2013-2014		

**AGENDA DESCRIPTION:**

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

The Mono County Sheriff's Department has received its annual Grant Contract from the California Department of Boating and Waterways in the amount of \$131,065.00 for fiscal year 2013-2014. This grant funds boating safety programs and law enforcement on the waterways of Mono County.

**RECOMMENDED ACTION:**

1. Authorize the Sheriff's Department to participate and renew the contract with the California Department of Boating and Waterways for fiscal year 2013-2014. 2. Authorize the Board of Supervisors to sign the contract via Minute Order with the California Department of Boating and Waterways for fiscal year 2013-2014. 3. Authorize Sheriff Ralph Obenberger to sign the contract and all reimbursement forms for said contract.

**FISCAL IMPACT:**

The grant amount of \$131,065.00 will cover the entire cost of the boating program and will have no impact on the general fund.

**CONTACT NAME:** Jennifer Hansen

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

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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[Staff Report for Boating and Waterways Contract](#)

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
1/28/2013 10:09 AM	County Administrative Office	Yes
2/1/2013 5:27 PM	County Counsel	Yes
1/28/2013 10:42 AM	Finance	Yes



P.O. Box 616 / 100 BRYANT STREET • BRIDGEPORT, CA 93517 • (760) 932-7549 / FAX (760) 932-7435

*Ralph Obenberger*  
Sheriff/Coroner

**MONO COUNTY SHERIFF'S OFFICE**

*Robert Weber*  
Undersheriff

DATE: February 12, 2013  
TO: The Honorable Chair and Members of the Board of Supervisors  
FROM: Ralph Obenberger, Sheriff-Coroner  
SUBJECT: SHERIFF'S DEPARTMENT BOATING AND WATERWAYS GRANT  
FOR FISCAL YEAR 2013-2014

---

**RECOMMENDATION:**

1. For the Board of Supervisors to authorize the Sheriff's Department to participate and renew the contract with the California Department of Boating and Waterways for fiscal year 2013-2014.
2. Authorize the Board of Supervisors to sign the contract via Minute Order with the California Department of Boating and Waterways for fiscal year 2013-2014.
3. Authorize Sheriff Ralph Obenberger to sign the contract and all reimbursement forms for said contract.

**DISCUSSION:**

The Mono County Sheriff's Department has received its annual Grant Contract from the California Department of Boating and Waterways in the amount of \$131,065.00 for fiscal year 2013-2014. This grant funds boating safety programs and law enforcement on the waterways of Mono County.

**FINANCIAL IMPACT:**

The grant amount of \$131,065.00 will cover the entire cost of the boating program and will have no impact on the general fund.

Respectfully submitted,  
Ralph Obenberger  
Sheriff-Coroner  
County of Mono



## **Boating Safety and Enforcement Financial Aid Program Contract**

This contract, entered into this *1<sup>ST</sup> day of July, 2013*, by and between the CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS, hereinafter called “Department,” and the *COUNTY OF MONO*, hereinafter called “Agency”;

### **WITNESSETH**

**WHEREAS**, Contingent on approval of the **Fiscal Year 2013-2014** budget, the Department intends to contract with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

**WHEREAS**, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this contract and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

**WHEREAS**, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual contract with each participating agency;

**NOW, THEREFORE**, it is mutually agreed as follows:

#### **I. Applicable Law**

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Contract shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

#### **II. Description of Services**

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

#### **III. Payments**

- A. **Maximum Amount**. The amount the Department shall be obligated to pay for services rendered under this contract shall not exceed **\$131,065.00** for the contract term in full consideration of Agency’s performance of the services described in this contract.
- B. **Rate of Payment**. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

- C. Submission of Claims. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a \_\_\_ monthly **OR** \_\_\_ quarterly basis. **(Please check one)**
- D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

**IV. Records**

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

**V. Notice**

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

***TO DEPARTMENT***

*Ms. Corrina Dugger  
 Department of Boating and Waterways  
 2000 Evergreen Street, Suite 100  
 Sacramento, CA 95815-3888*

***TO AGENCY***

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

**VI. Term**

This agreement shall be for the term beginning **July 1, 2013**, and ending **June 30, 2014**.

**VII. Prior Agreements**

All prior contracts regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this contract.

**VIII. Amendment**

No amendment or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto.

**IX. Termination**

Agency may terminate this contract without cause in writing at any time. Department may terminate this contract without cause upon a sixty (60) days written notice served upon the Agency.

**X. Special Provisions**

- A. Agency hereby certifies that the obligations created by this contract do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- B. This contract shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.
- C. Agency shall continue with the responsibilities of this contract during any dispute.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

CALIFORNIA DEPARTMENT OF BOATING AND  
WATERWAYS

By: \_\_\_\_\_

Lucia C. Becerra, Acting Director  
*California Department of Boating and Waterways*

Date: \_\_\_\_\_

“Department”

COUNTY OF \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

“Agency”



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

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	February 12, 2013	<b>DEPARTMENT</b>	Clerk of the Board
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	No Correspondence		

**AGENDA DESCRIPTION:**

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

\*\*\*\*\*

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR  
***PRIOR TO 5:00 P.M. ON THE FRIDAY  
32 DAYS PRECEDING THE BOARD MEETING***

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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No Attachments Available

**History**

Time	Who	Approval
2/6/2013 11:56 AM	Clerk of the Board	Yes



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

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	February 12, 2013	<b>DEPARTMENT</b>	Information Technology
<b>ADDITIONAL DEPARTMENTS</b>	Praxis		
<b>TIME REQUIRED</b>	20 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Michael Ort
<b>SUBJECT</b>	Digital 395 Construction Status Update		

**AGENDA DESCRIPTION:**

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

Provide an update on Digital 395 construction.

**RECOMMENDED ACTION:**

Informational item.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Nate Greenberg

**PHONE/EMAIL:** (760) 924-1819 / ngreenberg@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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[Staff Report](#)

**History**

Time	Who	Approval
1/25/2013 1:16 PM	County Administrative Office	Yes
2/1/2013 5:56 PM	County Counsel	Yes
1/28/2013 10:41 AM	Finance	Yes



**INFORMATION TECHNOLOGY  
COUNTY OF MONO**

---

P.O. Box 7657 - MAMMOTH LAKES, CALIFORNIA 93546  
(760) 924-1819 • FAX (760) 924-1801 • ngreenberg@mono.ca.gov

*Clay Neely*  
*Information Technology Director*

*Nate Greenberg*  
*GIS Coordinator*

To: Honorable Board of Supervisors

From: Nate Greenberg, GIS Coordinator & Digital 395 Project Manager

Date: January 25, 2013

**Subject**

Digital 395 Construction Update by Mike Ort, Praxis Associates

**Discussion**

Mike Ort of Praxis Associates will provide the Board of Supervisors with a status update on Digital 395 construction, including winter operations and future expectations.

**Recommendation**

Informational item only

**Fiscal Impact**

None



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

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	February 12, 2013	<b>DEPARTMENT</b>	Information Technology
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	30 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Nate Greenberg
<b>SUBJECT</b>	Digital 395 - Planning for the Last Mile		

**AGENDA DESCRIPTION:**

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

Provide a status update to the Board on Digital 395, including general direction and next steps associated with the development of the County's Last Mile Provider Plan.

**RECOMMENDED ACTION:**

Provide direction to staff as appropriate.

**FISCAL IMPACT:**

None.

\*\*\*\*\*  
LUNCH  
\*\*\*\*\*

**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.)

**CONTACT NAME:** Nate Greenberg

**PHONE/EMAIL:** (760) 924-1819 / ngreenberg@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

## ATTACHMENTS:

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 [Staff Report](#)

 [Powerpt](#)

---

### History

Time	Who	Approval
1/25/2013 11:57 AM	County Administrative Office	Yes
2/1/2013 5:55 PM	County Counsel	Yes
1/28/2013 10:40 AM	Finance	Yes



**INFORMATION TECHNOLOGY  
COUNTY OF MONO**

---

P.O. Box 7657 - MAMMOTH LAKES, CALIFORNIA 93546  
(760) 924-1819 • FAX (760) 924-1801 • ngreenberg@mono.ca.gov

*Clay Neely*  
*Information Technology Director*

*Nate Greenberg*  
*GIS Coordinator*

To: Honorable Board of Supervisors

From: Nate Greenberg, GIS Coordinator & Digital 395 Project Manager

Date: January 25, 2013

**Subject**

Digital 395 Workshop #1 : Planning for the Last Mile

**Discussion**

The purpose of this workshop is to bring the new Board of Supervisors up to date on the work that is being done by Mono County and the Eastern Sierra Connect Regional Broadband Consortium (ESCRBC) on the Digital 395 'Last Mile.'

This workshop will review the policy development work completed to date, outreach efforts and outcomes, mission and direction of ESCRBC, and the goals, objectives, and roadmap for the overall process. Staff will also present a handful of policy recommendations that have been raised by community members, staff, and providers, and begin to frame a discussion for decision making around these.

**Recommendation**

Review information & recommendations brought forward in presentation and provide direction to staff in relevant areas for next steps.

**Fiscal Impact**

None

# **Digital 395:**

# **Planning for the Last Mile**

## **Mono County & Eastern Sierra Connect Regional Broadband Consortium**



February 12, 2013



# WORKSHOP TOPICS

## 1. Getting Digital 395 to the people

- a) Mono County : Last Mile Provider Plan
- b) Eastern Sierra Connect Regional Broadband Consortium
- c) Initial community feedback

## 2. Last Mile Provider Plan next steps

- a) Technical Advisory Committee policy review
- b) Internal product development process & outreach
- c) External document development process
- d) Pursue appropriate recommendations



# DIGITAL 395 BACKGROUND

- Digital 395 is a Middle Mile project with two obligations:
  - Install a Fiber Optic backbone between Barstow & Carson City
  - Provide Broadband capabilities to approx. 250 anchor institutions
- Service providers will be responsible for getting broadband to homes & businesses – building the Last Mile
  - Getting the Last Mile built will require a combination of ‘marketing’, incentivizing, and guiding providers
  - Some will be easier than others
- Each community has its own set of issues, constraints, and opportunities
  - D395 fiber route intersects or reaches most of our communities, but not all



# MONO COUNTY : LAST MILE PROVIDER PLAN

- Develop a 'plan' to facilitate the Last Mile implementation of broadband service to our communities
- Evaluate existing conditions, promote installation of service, and streamline future project approvals
- Ensure County policies and procedures exist, are understood, applicable, and capable of supporting such projects
- Two-pronged approach
  - **Internal** : Develop and implement General Plan policies that support telcom & Last Mile projects
  - **External** : Develop information for providers and consumers that facilitates understanding of policies & decision making



# DRAFT POLICY DEVELOPMENT

- Draft language for Broadband Deployment section for new General Plan Telecommunications chapter
  - Initial concepts vetted through internal working group, Technical Advisory Committee, and RPACs
  - Will continue to be refined for inclusion in General Plan
- Additional sections will be drafted for inclusion in chapter
  - Economic Development
  - Undergrounding



# EASTERN SIERRA CONNECT : BACKGROUND

- One of 14 regional consortia in California
  - Covers Mono, Inyo, & eastern Kern Counties
- Funded by California Advanced Services Fund (CASF) via the California Public Utilities Commission (CPUC)
  - ESCRBC receives \$150k annually for the purposes of broadband deployment projects
- **Mission** : To facilitate broadband capacity & adoption
  - Identify communities of need
  - Encourage providers to deploy appropriate technology
  - Promote access & adoption with workshops for residents and businesses
- Mono County appointed Nate Greenberg in April, 2012

# ESCRBC Organizational Structure

Mono County

Inyo County

eastern Kern County

Steering Committee  
President

Ron Day

Project Manager &  
Administrative Staff

Alice  
Lauritzen

Julie  
Langou

Infrastructure

Nate  
Greenberg

John  
Rothgeb

VACANT

Policy

Nate  
Greenberg

Doug  
Thompson

Lori Acton

Adoption / Economic  
dvpt

Ron Day

John  
Rothgeb

Doug  
Thompson

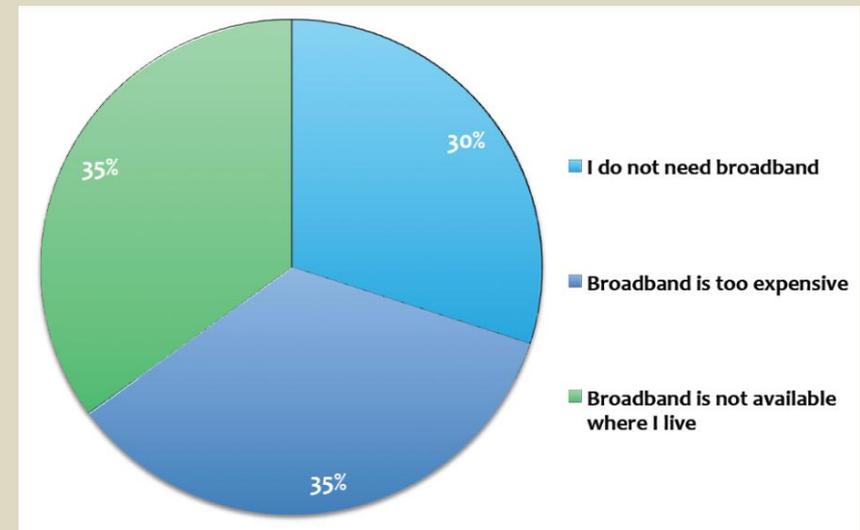
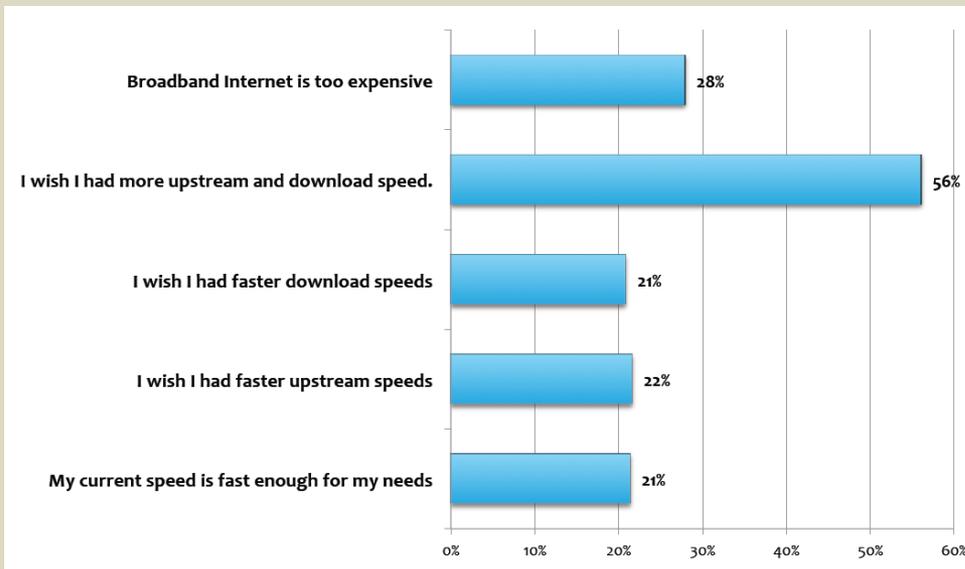
Richard  
Chapman

Kelly  
Beardon



# ESC's BROADBAND SURVEY

- Develop an understanding of local Internet users & uses
  - Work to find regional Broadband solutions with local efforts
- Community Broadband Survey
  - 680 survey respondents
  - Helps providers understand potential project areas





# RPAC OUTREACH

- **Purpose**

- Provide information about how D395 will impact that community
- Get community reaction to broadband deployment concepts
- Receive feedback regarding desired technology & distribution
- Further understand unique characteristics of communities



# RPAC FEEDBACK : INTERNET SERVICE

- **Current service : Availability, Providers, & Quality**
  - Most residents are paying for Internet when it is available
  - Many people do not realize they have choices in providers
  - Many residents lamented their lack of bandwidth or reliability of service
  
- **Desired service levels**
  - Better service is desired and welcomed by almost everyone
  - Most residents understand technology differences and service implications
  - Virtually everyone is willing to pay a little more to get better service



# RPAC FEEDBACK : SERVICE DISTRIBUTION

- **Service vs. Distribution method**

- Most residents indicated a preference for Internet service, regardless of distribution method
- Residents understand that distribution methods and associated service will vary from community to community

- **Overhead vs. Underground**

- Most residents support use of existing poles for wireline distribution
- Where undergrounding opportunities exist and can be reasonably pursued, do so – no push to underground everything
- Residents are generally ok with towers as long as they are conspicuously placed in smart/effective locations



# GENERAL THEMES

- Want the best service possible, as quickly as possible
- Prefer wireline over wireless, and understand cost and construction implications of each
- Feel that co-location of facilities is important
  - Look at existing locations first
  - Look toward public facilities (fire stations, etc.) for new sites
  - Evaluate sites for effectiveness so as to not create them unnecessarily (cell coverage)
- Visual impact of overhead lines is important, but not as much as having service



# TECHNICAL ADVISORY COMMITTEE

- Formed based on recommendation of Board last year
- Membership consists/will consist of:
  - County staff (Community Development, Public Works, County Counsel)
  - Cliff Beddingfield (Praxis/CBC)
  - Chris Carmichael (Carmichael Business Technology)
  - Danny Roberts (Planning Commission)
  - Stephen Kalish
  - More to come...
- Participate in and assist with policy development
  - Review policy development language & provide feedback
  - Provide perspective on impacts of policy development for providers & consumers



# NEXT STEPS : INTERNAL PRODUCTS

- Finalize language for Telcom chapter of General Plan
  - Incorporate feedback from advisory committee, Board, and communities on Broadband Deployment section
  - Begin drafting additional sections on Economic Development, Undergrounding, etc.
- Outreach policies to public via RPACs
- Continue work with Community Development for incorporation into General Plan update process
- Look at and work with other agencies on telco policies
  - Humboldt & Monterey counties
  - Present at March CASF Consortia Workshop in Sacramento



# NEXT STEPS : EXTERNAL PRODUCTS

- Compile consumer targeted White Paper –  
‘How Digital 395 will benefit you’
  - Information for residents
  - Information for businesses
  - Resources for all users (provider list, coverage maps, etc.)
- Further dissemination of provider-focused information
  - Community structure, existing service levels, tiering, etc.
  - Demographics
  - Policies & incentives
  - Pre-selected sites

**QUESTIONS?**



# RECOMMENDATION #1 : CONDUIT IN STREETS

1. Install 'open access' conduit in County roads during construction projects - when feasible

*“Conduit is cheaper than pavement”*

## **Immediate Project Opportunities:**

- Bridgeport
  - Street project happening early next year
  - CSA funding & interest exists
  - Need network design (could be done by Praxis)
  - Solicit bids through Public Works
  - ASAP timeframe
- Lee Vining



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	February 12, 2013	<b>DEPARTMENT</b>	Finance
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	15 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Rose Glazier
<b>SUBJECT</b>	Discuss Possibility of Establishing a Treasury Oversight Committee		

### AGENDA DESCRIPTION:

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

Discussion about the possibility of establishing a Treasury Oversight Committee.

### RECOMMENDED ACTION:

Potentially direct staff to prepare and agendize a resolution establishing a Treasury Oversight Committee on terms and conditions specified by the Board.

### FISCAL IMPACT:

Approximately \$2,500 from the General Fund.

**CONTACT NAME:** Rose Glazier

**PHONE/EMAIL:** 760-932-5483 / rglazier@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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[Government Code Section 27130-27137](#)

History

Time

Who

Approval

1/25/2013 8:42 AM	County Administrative Office	Yes
2/1/2013 5:23 PM	County Counsel	Yes
1/25/2013 8:26 AM	Finance	Yes



**DEPARTMENT OF FINANCE  
COUNTY OF MONO  
TREASURER/TAX COLLECTOR**

---

P.O. BOX 495 BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5480 • FAX (760) 932-5481

Director of Finance

Rosemary Glazier  
Assistant Director of Finance Treasurer/Tax Collector

**Date:** February 5, 2013  
**To:** Honorable Board of Supervisors

**From:** Rose Glazier, Assistant Director of Finance

**Subject:** Treasury Oversight Committee

**Discussion:**

Discuss the possibility of establishing a County Treasury Oversight Committee. Discuss possible committee members. Reference CA Government Code Section 27130-27137.

**Fiscal Impact:**

State law requires that County Treasury Oversight Committees be audited annually. The estimated cost of annual audits is approximately \$2,500.00

## GOVERNMENT CODE

### SECTION 27130-27137

27130. The Legislature finds and declares that local agencies, including school districts, should participate in reviewing the policies that guide the investment of those funds. The Legislature further finds and declares that by pooling deposits from local agencies and other participants, county treasuries operate in the public interest when they consolidate banking and investment activities, reduce duplication, achieve economies of scale, and carry out coherent and consolidated investment strategies. The Legislature further finds and declares that the creation of county treasury oversight committees will promote the public interest by involving depositors in the management of their funds and by enhancing the security and investment return on their funds by providing a more stable and predictable balance for investment by establishing criteria for the withdrawal of funds.

27131. (a) The board of supervisors in each county or city and county may, if the county or city and county is investing surplus funds, establish a county treasury oversight committee. The board of supervisors, in consultation with the county treasurer, shall determine the exact size of the committee, which shall consist of from 3 to 11 members, and the categories from which the members shall be represented, as specified in subdivisions (a) to (g), inclusive, of Section 27132. Members shall be nominated by the treasurer and confirmed by the board of supervisors.

(b) In recognition of the state and local interests served by the action made optional in subdivision (a), the Legislature encourages local agencies to continue taking the action formerly mandated by this section. However, nothing in this subdivision may be construed to impose any liability on a local agency that does not continue to take the formerly mandated action.

27132. The county treasury oversight committee, pursuant to Section 27131, shall consist of members appointed from the following:

- (a) The county treasurer.
  - (b) The county auditor, auditor-controller, or finance director, as the case may be.
  - (c) A representative appointed by the county board of supervisors.
  - (d) The county superintendent of schools or his or her designee.
  - (e) A representative selected by a majority of the presiding officers of the governing bodies of the school districts and community college districts in the county.
  - (f) A representative selected by a majority of the presiding officers of the legislative bodies of the special districts in the county that are required or authorized to deposit funds in the county treasury.
  - (g) Up to five other members of the public.
- (1) A majority of the other public members shall have expertise in, or an academic background in, public finance.
- (2) The other public members shall be economically diverse and

bipartisan in political registration.

27132.1. A member may not be employed by an entity that has (a) contributed to the campaign of a candidate for the office of local treasurer, or (b) contributed to the campaign of a candidate to be a member of a legislative body of any local agency that has deposited funds in the county treasury, in the previous three years or during the period that the employee is a member of the committee.

27132.2. A member may not directly or indirectly raise money for a candidate for local treasurer or a member of the governing board of any local agency that has deposited funds in the county treasury while a member of the committee.

27132.3. A member may not secure employment with, or be employed by, bond underwriters, bond counsel, security brokerages or dealers, or financial services firms, with whom the treasurer is doing business during the period that the person is a member of the committee or for one year after leaving the committee.

27132.4. Committee meetings shall be open to the public and subject to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5).

27133. In any county that establishes a county treasury oversight committee pursuant to this article, the county treasurer shall annually prepare an investment policy that will be reviewed and monitored by the county treasury oversight committee. The investment policy shall include all of the following:

(a) A list of securities or other instruments in which the county treasury may invest, according to law, including the maximum allowable percentage by type of security.

(b) The maximum term of any security purchased by the county treasury.

(c) The criteria for selecting security brokers and dealers from, to, or through whom the county treasury may purchase or sell securities or other instruments. The criteria shall prohibit the selection of any broker, brokerage, dealer, or securities firm that has, within any consecutive 48-month period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the local treasurer, any member of the governing board of the local agency, or any candidate for those offices.

(d) Limits on the receipt of honoraria, gifts, and gratuities from advisors, brokers, dealers, bankers, or other persons with whom the county treasury conducts business by any member of the county treasury oversight committee. These limits may be in addition to the limits set by a committee member's own agency, by state law, or by the Fair Political Practices Commission.

(e) A requirement that the county treasurer provide the county treasury oversight committee with an investment report as required by the board of supervisors.

(f) The manner of calculating and apportioning the costs, authorized by Section 27013, of investing, depositing, banking, auditing, reporting, or otherwise handling or managing funds.

(g) The terms and conditions under which local agencies and other entities that are not required to deposit their funds in the county treasury may deposit funds for investment purposes.

(h) Criteria for considering requests to withdraw funds from the county treasury, pursuant to Section 27136. The criteria shall include an assessment of the effect of a proposed withdrawal on the stability and predictability of the investments in the county treasury.

27134. The county treasury oversight committee shall cause an annual audit to be conducted to determine the county treasury's compliance with this article. The audit may include issues relating to the structure of the investment portfolio and risk.

27135. The costs of complying with this article shall be county charges and may be included with those charges enumerated under Section 27013.

27136. (a) Notwithstanding any other provision of law, any local agency, public agency, public entity, or public official that has funds on deposit in the county treasury pool and that seeks to withdraw funds for the purpose of investing or depositing those funds outside the county treasury pool, shall first submit the request for withdrawal to the county treasurer before withdrawing funds from the county treasury pool.

(b) The county treasurer shall evaluate each proposed withdrawal for its consistency with the criteria adopted pursuant to subdivision (h) of Section 27133. Prior to approving a withdrawal, the county treasurer shall find that the proposed withdrawal will not adversely affect the interests of the other depositors in the county treasury pool.

27137. Nothing in this article shall be construed to allow the county treasury oversight committee to direct individual investment decisions, select individual investment advisors, brokers, or dealers, or impinge on the day-to-day operations of the county treasury.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	February 12, 2013	<b>DEPARTMENT</b>	Social Services
<b>ADDITIONAL DEPARTMENTS</b>	HR		
<b>TIME REQUIRED</b>	10 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Kathy Peterson
<b>SUBJECT</b>	Proposed Resolution Approving a Limited Term Appointment under 170.F.5 of the Mono County Personnel System		

### AGENDA DESCRIPTION:

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

Proposed resolution approving a Limited Term Appointment with Cathleen Young as Social Services Program Manager, and prescribing the compensation, appointment and conditions of said employment.

### RECOMMENDED ACTION:

Approve Resolution #R13-\_\_\_\_\_, approving a contract with Cathleen Young as Social services Program Manager, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

### FISCAL IMPACT:

The 6 month cost of the Limited Term Program Manager, salary and benefits is \$64,155.00. This is based on a six month salary of \$37,500.00 and 6 months of benefits at \$26,655.00. Based on an estimated 8.5% County Share of Cost the 6 month cost to the General Fund is \$5,453.00. The Program Manager Position is allocated and budgeted for Fiscal Year 12/13.

**CONTACT NAME:** Kathy Peterson

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

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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- [📄 BOS Memo re: appt. request](#)
- [📄 C Young Employment Agreement](#)
- [📄 Young Employment Resolution](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
2/6/2013 2:05 PM	County Administrative Office	Yes
2/6/2013 4:54 PM	County Counsel	Yes
2/6/2013 1:51 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 576 • Bridgeport • California • 93517-0576

JULIE TIEDE  
Director

BRIDGEPORT OFFICE  
(760) 932-5600  
FAX (760) 932-5287

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



TO: Board of Supervisors

FROM: Kathy Peterson, <sup>KP</sup> Social Services Director

DATE: January 28, 2013

RE: Proposed resolution approving a Limited Term Appointment with Cathleen Young as Social Services Program Manager, and prescribing the compensation, appointment and conditions of said employment.

**Recommendation:**

Adopt proposed resolution

**Fiscal /Mandates Impact:**

The 6 month cost of the Limited Term Program Manager, salary and benefits is \$64,155.00. This is based on a six month salary of \$37,500.00 and 6 months of benefits at \$26,655.00. Based on an estimated 8.5% County Share of Cost the 6 month cost to the General Fund is \$5,453.00. The Program Manager Position is allocated and budgeted for Fiscal Year 12/13.

**Discussion:**

The proposed resolution would approve a contract employing and appointing Cathleen M. Young as Social Services Program Manager under a "Limited Term Appointment" as defined in Section 170.F.5 of the Mono County Personnel System. Such employment would start on February 26, 2013 and terminate on August 26, 2013. The request is based on a current vacancy in the department that occurred with the resignation of the previous Social Services Program Manager, Mary Stanley, who retired on January 15, 2012. The Board of Supervisors approved DSS moving forward with such limited term appointment at the January 22, 2013 Board meeting.

This position is a critical one for the Department of Social Services in that it provides program implementation, oversight and supervision to the Social Services Staff. This position is additionally critical in light of the upcoming changes predicted in various Social Services programs in the upcoming year. This Limited Term Appointment will allow the critical job duties to continue despite the vacancy.

Additionally, Department of Social Services will proceed to commence a recruitment to permanently fill this position.

It should be noted that this appointment has been approved by Merit Systems, the State mandated personnel system used by the Department of Social Services. Further, Ms. Young has been deemed qualified for the position by Merit Systems.

If you have any questions regarding the foregoing, please feel free to contact me at (760) 924-1763.



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**RESOLUTION NO. R13-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH CATHLEEN YOUNG AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYMENT**

**WHEREAS**, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of county employees;

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors, that the Agreement re Employment of Cathleen Young a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern Ms. Young's employment. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013, by the following vote:

AYES :  
NOES :  
ABSTAIN :  
ABSENT :

ATTEST: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
BYNG HUNT, Chair  
Board of Supervisors

APPROVED AS TO FORM:  
\_\_\_\_\_  
COUNTY COUNSEL

## **AGREEMENT RE EMPLOYMENT OF CATHLEEN YOUNG**

This Agreement is entered into this 26<sup>th</sup> day of February, 2013, by and between Cathleen Young and the County of Mono.

### **I. RECITALS**

The County wishes to employ Cathleen Young as a Social Services Program Manager, as a "Limited Term Appointment" pursuant to the terms and conditions set forth below. Ms. Young wishes to accept such employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. The term of this Limited Term Appointment shall be February 26, 2013, until August 26, 2013, unless earlier terminated by either party in accordance with this Agreement. This appointment shall be in accordance with Sections 140 and 170 of the Mono County Personnel System.
2. Commencing February 26, 2013, Ms. Young shall be employed by Mono County as a Social Services Program Manager, as a "Limited Term Appointment" as that term is defined in Section 170.F.5 of the Mono County Personnel System, serving at the will and pleasure of the Director of Social Services in accordance with the terms and conditions of this Agreement. Ms. Young accepts such employment. The Director of Social Services shall be deemed the "appointing authority" for all purposes with respect to Ms. Young's employment.
3. Effective February 26, 2013, Ms. Young's salary shall be \$6,250 per month. Ms. Young understands that she is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County. Ms. Young shall earn and accrue vacation and sick leave in accordance with the County's Personnel System.
4. To the extent deemed appropriate by the Director of Social Services the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Young's full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
5. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Young shall be entitled to the same general benefits provided by the County as if Ms. Young was a "permanent employee" Social Services

Program Manager, as that term is defined in the Mono County Personnel System. Such benefits include but are not limited to CalPERS retirement benefits CalPERS medical insurance, County dental and vision coverage, and life insurance.

6. Ms. Young understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Young cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Young’s regular schedule ever be reduced to less than full-time employment, on a temporary basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.
7. Consistent with the “at will” nature of Ms. Young’s employment, the Director of Social Services may terminate Ms. Young’s employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Young understands and acknowledges that as an “at will” employee, she will not have permanent status nor will her employment be governed by the Mono County Personnel System except to the extent that System expressly applies to “Limited Term Appointment” employees, or expressly applies to the benefits she is entitled to pursuant to this Agreement. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Director of Social Services may, in her discretion, take during Ms. Young’s employment.
8. Notwithstanding the foregoing, Ms. Young shall not be entitled to any severance pay in the event that the Director of Social Services has grounds to discipline her on or about the time she gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 490 et. seq. of the Mono County Personnel System, as the same may be amended from time to time. Ms. Young shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her

employment is duly terminated for such non-disciplinary reasons.

9. Ms. Young may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Young shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
10. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Young.
11. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Young's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Young's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
12. Ms. Young acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Young further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

**III. EXECUTION:**

This Agreement shall be deemed executed as of February 26, 2013.

CATHLEEN YOUNG

THE COUNTY OF MONO

\_\_\_\_\_

\_\_\_\_\_

By: Byng Hunt, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
MARSHALL RUDOLPH  
County Counsel



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	February 12, 2013	<b>DEPARTMENT</b>	Social Services
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	10 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Kathy Peterson
<b>SUBJECT</b>	Amendment to Contract with Eastern Sierra Area Agency on Aging for Additional Funds		

### AGENDA DESCRIPTION:

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

Proposed contract amendment with Eastern Sierra Area Agency on Aging pertaining to additional one time funding increase for Fiscal Year 2012-2013.

### RECOMMENDED ACTION:

Approve County entry into proposed contract amendment and authorize the Mono County CAO to execute said contract amendment on behalf of the County. Provide any desired direction to staff.

### FISCAL IMPACT:

The above contract amendment will increase Mono County Senior Services revenue by \$1,205.00.

**CONTACT NAME:** Julie Tiede

**PHONE/EMAIL:** 760-924-1790 /

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

Kathy Peterson

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Staff Report](#)

[ESAAA Contract Amendment](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
1/28/2013 8:53 AM	County Administrative Office	Yes
2/1/2013 5:27 PM	County Counsel	Yes
1/28/2013 10:39 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 576 • Bridgeport • California • 93517-0576

JULIE TIEDE  
Director

BRIDGEPORT OFFICE  
(760) 932-5600  
FAX (760) 932-5287

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



## STAFF REPORT

TO: Board of Supervisors, Mono County

FROM: Julie Tiede, Director of Mono County Department of Social Services 

DATE: January 23, 2013

SUBJECT: Amendment to Contract with Eastern Sierra Area Agency on Aging and Mono County for additional funds

### DISCUSSION:

On September 18, 2012 this Board approved the execution of a three year contract between Eastern Sierra Area Agency on Aging (hereinafter ESAAA) and Mono County providing revenues for Mono County Senior Services in the amount of \$58,388.00 for the time period of October 1, 2012 through June 30, 2013. This contract further provided a total amount of \$288,701.00 for the entire 3 year contract period of October 1, 2012 through June 30, 2016. ESAAA has notified Mono County of a one-time increase in the allocation for Fiscal Year 2012-2013 in the amount of \$1,205.00. Accordingly, ESAAA has forwarded to Mono County for the Board of Supervisors' review and approval a contract amendment increasing funding for the October 1, 2012 through June 30, 2013 to \$59,593.00 and the three year contract period to \$289,906.00. A copy of the Proposed ESAAA Contract Amendment evidencing this increase, together with the original Contract attached as an Exhibit to the Board Agenda Item.

### FISCAL IMPACT:

The above contract amendment will increase Mono County Senior Services revenue by \$1,205.00

### RECOMMENDATION:

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

**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 September 4, 2012, on County of Inyo Standard  
Contract No. 116, for the term from October 1, 2012 to June 30, 2016.

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 \$289,906 (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.

In Attachment B, Agreement Between County of Inyo and County of Mono under the Schedule of Fees, second paragraph, fifth  
sentence, the Schedule of fees is amended to read as follows:

The total contract amount for October 1, 2012 through June 30, 2013 is \$59,593 (remaining 3 quarters of the year).

The effective date of this Amendment to the Agreement is October 1, 2012.

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

**Inyo - Mono - Contract Split  
Budget Display  
Fiscal Year 2012/13**

**County of Inyo**

Actual  
Amounts  
Expended  
3 Month      9 Month

Baseline	Actual Amounts Expended	
	Mono County 1/4 of funds	Mono County*
<b>Supportive Services</b>		
Federal Title IIIB	107,406	4,948
Lifeline	1,912	
Legal	19,632	
I&A	16,414	
Transportation (86/14)	12,000	2,500
Assisted Transportation (75/25)	52,078	2,448
In Home	5,370	
<b>Total Supportive Services</b>	<b>107,406</b>	<b>4,948</b>
<b>Ombudsman</b>		
Federal Title IIIB	15,260	
Federal Title VIIa	19,513	
Special Deposit (SDF)	1,241	
SNF Quality & Accountability	16,997	
<b>Total Ombudsman</b>	<b>53,011</b>	<b>-</b>
<b>Congregate Nutrition (85/15)</b>		
Federal Title IIIC1	141,451	9,725
General Fund C1	58,448	4,018
NSIP C1	15,976	1,088
<b>Total Congregate Nutrition</b>	<b>215,875</b>	<b>14,841</b>
<b>Home-Delivered Meals (90/10)</b>		
Federal Title IIIC2	70,479	4,845
General Fund C2	190,286	13,082
NSIP C2	32,415	2,229
<b>Total Home Delivered Meals</b>	<b>293,180</b>	<b>20,156</b>
<b>Disease Prevention</b>		
Federal Title IIID	2,582	-
<b>Total Disease Prevention</b>	<b>2,582</b>	<b>-</b>
<b>Family Caregiver</b>		
Federal Title IIIE	17,007	-
<b>Total Title IIIE</b>	<b>17,007</b>	<b>-</b>
<b>Elder Abuse</b>		
Federal Title VIIb	637	
<b>Total Elder Abuse</b>	<b>637</b>	<b>-</b>
<b>Administration</b>		
Federal Title IIIB	19,197	
Federal Title IIIC1	22,636	
Federal Title IIIC2	11,278	
Federal Title IIIE	7,932	
General Fund C1	108	
General Fund C2	29	
<b>Total Administration</b>	<b>61,180</b>	<b>-</b>
<b>Grand Total - All Funds</b>	<b>750,878</b>	<b>39,945</b>

\* Transportation is calculated at 86% Inyo/14% Mono; Assisted Transportation is calculated at 75% Inyo/25% Mono; Congregate Nutrition is calculated at 85% Inyo/15% Mono; Home Delivered is calculated at 90% Inyo/10% Mono

*In the Rooms of the Board of Supervisors*

County of Inyo, State of California

*Mono County only  
Fiscal  
File  
BAS-original*

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 4<sup>th</sup> day of *September*, 2012 an order was duly made and entered as follows: AMENDED

HHS-  
ESAAA/Mono  
County Contract  
for Resident  
Services

Ms. Jean Turner, Director of Health and Human Services and Executive Director of the Eastern Sierra Area Agency on Aging, provided further information and clarification on the request to Contract with Mono County, as a sub contractor, to provide Mono County resident senior services. Ms. Turner explained that the interim contract for services will expire at the end of September and this Contract is offering Mono County the opportunity to provide its citizens with the senior services they have been providing over the past several years. Ms. Turner went on to explain that contained within this Contract is the congregate and home delivered meals program along with a 90 day escape clause. She said that the 90 day clause will provide Inyo - in the event Inyo staff would end up providing senior services in Mono County - the ability to meet the implementation requirements of providing meals, i.e., freezer space, proper temperature, food storage space, etc., so that there is a smooth transition with no interruption in meal services to the seniors. Supervisor Arcularius commented on the contract noting that this Contract provides Mono County the opportunity to continue to provide services, including congregate and home delivered meals to its seniors, while ensuring that contingencies are in place so that ESAAA can continue to provide meal services to Mono seniors with no interruption should Mono County choose not to continue this Contract. Supervisor Arcularius reiterated her belief, which was affirmed by the remaining Board Members that Inyo County is committed to administering a program that benefits every citizen receiving services in Inyo and Mono counties in the most efficient and cost effective way. Moved by Supervisor Cash and seconded by Supervisor Arcularius to approve the Agreement between the County of Inyo and the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County resident senior citizens, in the amount of \$288,701 for the period of October 1, 2012 through June 30, 2016, contingent upon (a) the Board's adoption of future budgets; and (b) obtaining the appropriate Mono County signatures by September 25, 2012; and authorize the Chairperson to sign. Motion carried unanimously, with Supervisor Cervantes absent.

WITNESS my hand and the seal of said Board this 4<sup>th</sup>

Day of September 2012



KEVIN D. CARUNCHIO  
Clerk of the Board of Supervisors

*Patricia Gunsolley*  
Patricia Gunsolley, Assistant

By:

Routing	
CC	_____
Purchasing	_____
Personnel	_____
Auditor	_____
CAO	_____
Other HHS	_____
DATE: September 19, 2012	

**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, county, 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 October 1, 2012 to June 30, 2016 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 \$288,701 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, attached hereto as Attachment C, 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 insure 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. 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.epls.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 D 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 County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed 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 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.

**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. ATTORNEY'S FEES.**

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

**24. 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.

25. 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
PO Drawer A	Street
Independence, CA 93526	City and State

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

26. 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 15<sup>th</sup> DAY OF OCTOBER, 2012.

**COUNTY OF INYO**

By: Marty Fortney

Dated: 10-12-12

**CONTRACTOR**

By: James M. Arkins  
Signature

JAMES M. ARKINS  
Print or Type Name

Dated: 9/18/2012

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]  
County Risk Manager

ATTACHMENT A

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

TERM:

FROM: 10/01/12 TO: 06/30/16

SCOPE OF WORK:

Contractor will provide the following senior services 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-1213-16 with the State of California and California Department of Aging. The contract with the State of California is attached and incorporated herein.

<u>Service</u>	<u>Minimum Units of Service</u>
1. Home Delivered Meals:	
a. October 1, 2012 through June 30, 2013	2,873 meals
b. Each Fiscal Year beginning July 1, 2013	3,831 meals
2. Congregate Meals:	
a. October 1, 2012 through June 30, 2013	2,138 meals
b. Each Fiscal Year beginning July 1, 2013	2,850 meals
3. Transportation:	
a. October 1, 2012 through June 30, 2013	210 one-way trips
b. Each Fiscal Year beginning July 1, 2013	280 one-way trips
4. Assisted Transportation:	
a. October 1, 2012 through June 30 2013	36 one-way trips
b. Each Fiscal Year beginning July 1, 2013	49 one-way trips

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

Contractor's good-faith failure to render any minimum number of service units, despite best efforts, shall not constitute a breach of this Agreement.

Notwithstanding Paragraph 14, this Agreement may be canceled by County without cause, and at will, for any reason by giving to 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.

ATTACHMENT B

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

TERM:

FROM: 10/01/12 TO: 06/30/16

SCHEDULE OF FEES:

Contractor will submit an Area Plan Budget (CDA 122) to Eastern Sierra Area Agency on Aging (ESAAA) each year by July 1, as required by the California Department of Aging (CDA). Contractor will also submit as required by the CDA, the Financial Closeout Report (CDA 180) within 45 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.

Contractor will submit an invoice for the actual quarterly expenditures and ESAAA will reimburse based on the actual expenditures up to the maximum quarterly amount (1/4 of the total annual contract amount). If Contractor's expenses are either less than or over the quarterly maximum, those differences may be reconciled with future quarters' funds, within the same fiscal year, so long as the Contractor is continuing to provide services pursuant to this contract within those same future quarters. The quarterly invoice shall be submitted by Contractor to the ESAAA administrative services contractor (Inyo County) by the tenth (10<sup>th</sup>) of the month following the end of the quarter for services delivered in the previous quarter, and shall be paid by ESAAA by the end of the month after the quarterly invoice is received. Appropriate backup showing the actual expenditures must also be attached to the invoice. The total contract amount for October 1, 2012 through June 30, 2013 is \$58,388 (remaining 3 quarters of the year). In future years, if the allocation amount were to remain the same, the annual amount to be reimbursed would be approximately \$76,771. 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 ESAAA administrative services contractor (Inyo County) by the tenth (10<sup>th</sup>) of each month for services delivered in the previous month. Both invoice and service activity reports shall be submitted to Inyo County Health & Human Services, PO Drawer A, Independence, CA 93526 or by electronic means specified by the ESAAA administrative services contractor (Inyo County).

The contract amount noted above is based on the most recent allocation letter from the California Department of Aging (CDA). If future allocations to ESAAA from CDA are reduced, a revised contract amount shall be calculated based on the most recent allocation letter. Subsequently, Contractor's maximum contract amount is subject to change annually.

Notwithstanding Paragraph 14, this Agreement may be cancelled 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.

ATTACHMENT C

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

TERM:

FROM: 10/01/12 TO: 06/30/16

Form W-9

Request for Taxpayer  
Identification Number and Certification  
*(Please submit W-9 form with Contract, available on-line or by County)*



ATTACHMENT D

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

TERM:

FROM: 10/01/12 TO: 06/30/16

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 or claim, **\$2,000,000** aggregate.

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 contractor.

**Other Insurance Provisions**

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

***Additional Insured Status***

**The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and 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 23 37 forms if later revisions used).**

### **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 effect 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.

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

AGREEMENT NUMBER <b>AP-1213-16</b>
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, 2012 Through June 30, 2013

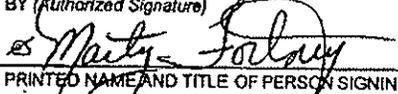
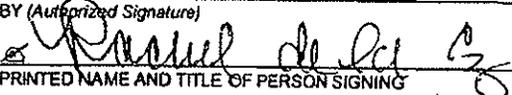
3. The maximum amount of this Agreement is: **\$ 750,878.00**  
 Seven hundred fifty thousand eight hundred seventy-eight and 00/100 dollars

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	14 page(s)
Exhibit B – Budget Detail, Payment Provisions, and Closeout	12 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)	28 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	15 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.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

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, partnership, etc.) County of Inyo		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6-26-12	
PRINTED NAME AND TITLE OF PERSON SIGNING MARTY FORNEY - CHAIRPERSON, BOARD OF SUPERVISORS		
ADDRESS 163 May Street Bishop CA 93514		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Aging		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 7-21-12	
PRINTED NAME AND TITLE OF PERSON SIGNING Rachel de la Cruz, Manager, Contracts and Business Services		
ADDRESS 1300 National Drive, Suite 200, Sacramento CA. 95834		
		<input checked="" type="checkbox"/> Exempt per: Older Californians Act and AG OP 80-111

ARTICLE I. DEFINITIONS

A. DEFINITIONS SPECIFIC TO TITLE III AND TITLE VII PROGRAMS

1. **Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42) (USC Section 3001-3058); Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and California Department of Aging (CDA) Program Memoranda.
2. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, 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 National Ombudsman Reporting System (NORS).
3. **Program Development** means activities that either establish a new service or expand or integrate existing services.
4. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non 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.
5. **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 for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction, and legal assistance.
6. **Priority Services for Title III E** means services provided to caregivers who care for older individuals with Alzheimer's disease and 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.
7. **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 one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2010.

Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year

ARTICLE I. DEFINITIONS (Continued)

8. **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 Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2010.
9. **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 PSA compared to the total number of meals served in the State in the preceding year.
10. **Title III D (Health Promotion Services)** means the provision of health risk assessments; routine health screening; nutrition counseling; education services; evidence-based health promotion; physical fitness; group exercise; music, art, dance movement therapy; programs for multigenerational participation; home injury control services; screening for the prevention of depression and coordination of mental health services; and education on preventative health services.
11. **Medication Management** means medication screening and education to prevent incorrect medication and adverse drug reactions.
12. **Matching Contributions** means local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding.
13. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
14. **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.).
15. **Program Income** means revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is:
  - 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

Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year

ARTICLE I. DEFINITIONS (Continued)

- c. Royalties received on patents and copyrights from contract-supported activities
  - d. Proceeds from the sale of items fabricated under a contract agreement
16. **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 CDA in the Financial Closeout Report (CDA 180) (Title 22 CCR 7314)
  - b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by the Department
  - c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to the CDA as a result of the federal re-allotment process
17. **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.
18. **Eligible Service Population** for Title III B, C-1, C-2, D means individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with Limited English Proficiency, and older individuals residing in rural areas. [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135]
19. **Eligible Service Population for Title III E** means an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual or to an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA 302(3)]
20. **A Grandparent or Older Individual Who is a Relative Caregiver** [OAA 372(a)(2)] means a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who:

Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year

ARTICLE I. DEFINITIONS (Continued)

- (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
  - (c) has a legal relationship with the child, such as legal custody or guardianship, or is raising the child informally
21. **A Child** means an individual who is not more than 18 years of age or is an individual with a severe disability.
22. **Individual with Severe Disabilities** 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 of major life activities.
23. **Title III E Family Caregiver Support Program Categories** are:
- 1. Information Services
  - 2. Access Assistance
  - 3. Support Services
  - 4. Respite Care
  - 5. Supplemental Services

**B. DEFINITIONS SPECIFIC TO TITLE VII-A (ALLOTMENTS FOR VULNERABLE ELDER RIGHTS PROTECTION ACTIVITIES)**

1. **State Long-Term Care Ombudsman Program** means the CDA program that is recognized by the State Legislature and in compliance with the OAA and the Older Californians Act. The legislative intent of this program is to use volunteers and volunteer programs to effectively assist older individuals residing in long-term care facilities in the assertion of their civil and human rights. [OAA 712(a)(1)(B); W&I 9700, 9701(f)]
2. **Office of the State Long-Term Care Ombudsman (OSLTCO)** means the office established and operated by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract with the Area Agencies on Aging (AAAs). As a program of CDA, the Office is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. The Office establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of similar nature that receive funding or official designation from the state. The Office analyzes data, monitors

Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year

ARTICLE I. DEFINITIONS (Continued)

government actions, and provides recommendations pertaining to long-term care facilities and services. The Office 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); W&I 9710, 9716, 9717]

3. **State Ombudsman** means the individual who serves as the full-time head of the State Office of the Long-Term Care Ombudsman. The State Ombudsman is appointed by the CDA director and reports directly to this director. With the participation of the AAA, the State Ombudsman develops policies and procedures for the State Ombudsman Program, including AAA responsibilities for the provision of Ombudsman services in their Planning and Service Area (PSA) – including their resolution of concerns with respect to Local Ombudsman Program activity. [OAA 712(a) (2&3), 712(a)(5)(D)(ii), 712(e); W&I 9711]
4. **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 or 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); W&I 9701(a)]
5. **Local Ombudsman Coordinator** means the individual selected by the governing board or executive director responsible for the Local Ombudsman Program to represent the Local Ombudsman Program and manage the day-to-day operations, including implementation of federal and State requirements. The Local Ombudsman Coordinator is required to be a State Certified Ombudsman 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 meet the State Ombudsman's criteria for designation and concurrence. [OAA 712(a)(5)(A), 712(h)(5); 9701(e), 9719]
6. **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 36 hours of training, and complete a mentorship in accordance with policies and

ARTICLE I. DEFINITIONS (Continued)

procedures established by the State Ombudsman. [OAA 711(5), 712(a)(5)(A), 712(h)(5); W&I 9719]

7. **Volunteer Recruitment** means those activities associated with engaging and retaining the services of volunteers to serve as a State Certified Ombudsman Representative. [OAA Section 712(a)(5)(B)(vii)]
8. **Eligible Service Population** means older individuals, 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 Sections 102(35), 321(a)(10), W&I 9701(b). The Local Ombudsman Program may serve residents under 60 years of age if:
  - a. A majority of the residents of the facility where the younger person resides are over age 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 Projection, Administration on Aging; July 15, 1996]

C. **DEFINITIONS SPECIFIC TO TITLE VII-B (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 U.S.C. 3058i, OAA Section 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 area agencies on aging with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction

**Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year**

**ARTICLE I. DEFINITIONS (Continued)**

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
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
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 the Department 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, Section 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 of, the Department.
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from the Department 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.

**Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year**

**ARTICLE II. SCOPE OF WORK (Continued)**

3. Meet the adequate proportion requirements for priority services as required under the OAA, Section 306(a)(2); and CCR, Section 7312.
4. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount 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 years or until any audit is resolved, whichever is longer.
6. Meet the requirements under the OAA, Section 301(a)(1) 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, Section 301(a)(2)(B).
8. Provide a continuum of care for the vulnerable eligible service population as required under OAA, Section 301(a)(2)(C).
9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA, Section 301(a)(2)(D).
10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA, Section 721.
11. Enter into contracts with subcontractors that require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).

Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year

ARTICLE II. SCOPE OF WORK (Continued)

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 assure the subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. [OMB Circular A-133.400(d)(3)] Onsite monitoring will be conducted every two years for all programs except Title III C-1 and Title III C-2 which will be conducted every year.
14. Monitor nutrition programs. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). 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. Generally accepted standards for food safety, AAA policies and procedures must guarantee the following:
  - Inspection of non-food preparation nutrition sites at least every other year
  - 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
  - Inspection of central kitchens sites annually
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 procedure.
18. Provide program information and assistance to the public.

Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year

ARTICLE II. SCOPE OF WORK (Continued)

19. Maintain a four-year Area Plan, with annual updates, as specified in Title 22 CCR, Sections 7300 through 7320. The Area Plan and annual updates are due by May 1 of each year. The annual update shall be effective during the same term as this Agreement.
  20. Maintain a program data collection and reporting system as specified in Exhibit E.
  21. Contract Title III case management services only to a public or non-profit agency, as required by the USC 42 Section 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 subsection (i), (ii), and (iii), of the USC 42 Section 3026 (a)(8)(C).
  23. Include the identity of each designated community focal point in subcontracts as specified in USC 42 Section 3026 (a)(3)(B).
- 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)(i); 9701(a)]
  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)]
  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 the decision not to investigate and the reasons for the decision. [OAA 712(a)(5)(B)(iii); W&I 9701(a), 9720]
  4. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities. (W&I 15630 et. seq.)

Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year

ARTICLE II. SCOPE OF WORK (Continued)

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)].
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)].
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)].
9. Support the development of resident and family councils. [OAA 712(a)(5)(B)(vi)].
10. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services:
  - a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA 712(a)(5)(B)(vii)]
  - 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. [W&I 9726.1(a)]
  - c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [W&I 9726.1(b&d)]
  - d. Establish (in addition to support) resident, family and friends' councils. [W&I 9726.1(c)]
  - e. Present community education and training programs to long-term care facility staff, human service workers, and the general public about long-term care and residents' rights. [W&I 9726.1(e)]
  - f. Refer to the appropriate governmental agency the complaints and concerns of other residents in long-term care facilities that are not eligible to receive the services of the State Long-Term Care Ombudsman Program. [W&I 9720]

**Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year**

**ARTICLE II. SCOPE OF WORK (Continued)**

**C. The Contractor shall:**

1. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds to support activities for the overall program.
2. Review and approve claims for Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds.
3. Submit monthly fiscal documents to CDA, as determined by the CDA, for Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds.

**D. The Contractor shall perform the following bilingual and linguistic program services for all programs: (GC 11135 -11139.5; Title 22 CCR Sections 98211, 98310-98314, 98324- 98326, 98340, 98370)**

**1. Needs Assessment**

- a. 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. (Title 22 CCR Section 98310, 98314)

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

1. Number or proportion of limited English speaking persons (LEP) eligible to be served or encountered by the program
2. Frequency with which LEP individuals come in contact with the program
3. Nature and importance of the services provided
4. 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 GC Section 11135 et seq. and sections 98000-98382 of Title 22 of the CCR.

**Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year**

**ARTICLE II. SCOPE OF WORK (Continued)**

- b. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
  - 1. Methodologies used
  - 2. The linguistic and cultural needs of non-English or LEP groups
  - 3. Services proposed to address the needs identified and a timeline for implementation (Title 22 CCR Section 98310)
- c. 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. (Title 22 CCR Section 98310, 98313)

**2. Provision of Services**

- a. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (Title 22 CCR Section 98211)
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
  - 1. Interpreters or bilingual providers and provider staff
  - 2. Contracts with interpreter services
  - 3. Use of telephone interpreter lines
  - 4. Sharing of language assistance materials and services with other providers
  - 5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs
  - 6. Referral to culturally and linguistically appropriate community service programs
- c. 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. (Title 22 CCR Section 98211)

**Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year**

**ARTICLE II. SCOPE OF WORK (Continued)**

- d. 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. (Title 22 CCR Section 98310)
- e. 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. (Title 22 CCR Section 98324)
- f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (Title 22 CCR Section 98370)

**3. Compliance Monitoring**

- a. 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. (Title 22 CCR Section 98310)
- b. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. (Title 22 CCR Section 98310)
- c. 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. (Title 22 CCR Section 98314)

**4. Notice to Eligible Beneficiaries of Contracted Services**

- a. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. (Title 22 CCR Section 98325)
- b. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of GC, section 11135 et seq. (Title 22 CCR Section 98326)
- c. The Contractor shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law. (Title 22 CCR Sections 98211, 98310, 98340)

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 Department of Personnel Administration's rules and regulations.
  - Mileage  
<http://www.dpa.ca.gov/personnel-policies/travel/personal-vehicle-mileage-reimbursement.htm>
  - Per Diem (meals and incidentals) -  
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
  - Lodging  
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the Department of Personnel Administration 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. (CCR, Title 2 Section 599.615 et seq)

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

3. The Department reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the Department 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.

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

ARTICLE I. FUNDS (Continued)

Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR Section 92.20 (governmental) or 45 CFR, Section 74.21 (non-profits):

1. Financial Reporting
2. Accounting Records
3. Internal Control
4. Budgetary Control
5. Allowable Costs
6. Source Documentation
7. Cash Management

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.

D. Availability of Funds

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 the purpose of these programs. In addition, this Agreement 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 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 Area Plan Budget

ARTICLE I. FUNDS (Continued)

(CDA 122). 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:

- Terminate the Contract pursuant to Exhibit D, Article XII, A
- Offer a contract amendment to the Contractor to reflect the reduced funding for this contract

b. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that (1) the State reserves the right to determine which contracts, if any, under this program shall be reduced and (2) some contracts may be reduced by a greater amount than others, and (3) 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. Contractor may keep interest amounts earned on advances of federal funds up to \$100 per year for Local Government Agencies or \$250 for non-profit organizations for administrative expenses. Interest earned above the stated limit shall be remitted at least quarterly to the Department's Accounting Section. [45CFR 92.21(i); 45CFR 74.22(l)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.
3. Contractor may retain interest on non-federal funds if it reasonably demonstrates that such interest was earned on non-federal funds. If the Contractor fails to adequately demonstrate the source of the interest, then such interest will be considered earned on federal funds and shall be remitted, at least quarterly, to the Department's Accounting Section.
4. Nonprofits shall maintain advances of federal funds in interest bearing accounts, unless (a), (b), or (c) apply.

ARTICLE I. FUNDS (Continued)

- (a) The recipient 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 \$250 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.

F. 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 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 Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), 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.
7. Program Income must be used to expand baseline services.

G. 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 it was accrued.

ARTICLE I. FUNDS (Continued)

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 Title 22 CCR Section 7532 or through a non-competitive award pursuant to Title 22 CCR Section 7360.
3. Titles III and VII federal Program One-Time-Only 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 the Department, 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 the Department, 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 Department approval.
4. Nutrition Services Incentive Program (NSIP) One-Time-Only funds shall only be used to purchase food used in the Elderly Nutrition Program.

H. Matching Contributions

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

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 subcontractor.
3. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) cost principles.

ARTICLE I. FUNDS (Continued)

I. 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 C-1, III C-2, III E, and III C-1 and III C-2 General Fund administration allocations.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Area Plan Budget (CDA 122) with the exception of budget service category transfers as noted in E.1.(a) below. The contractor shall not be entitled to payment for these expenses until the Area Plan Budget (CDA 122) is reviewed and approved by the Department. The approved Area Plan is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Contractor shall submit electronically the original Area Plan Budget (CDA 122) with the Area Plan and Area Plan annual updates, by May 1, unless otherwise instructed by the Department.
- C. The Contractor shall submit electronically a budget revision 30 calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by the Department.
- D. The final date to submit a budget revision is April 30 of the contract period unless otherwise specified by the Department.
- E. Budget Service Category Transfers
  - 1. The Contractor may transfer contract funds between budget service categories under the following terms and conditions:
    - a. The Contractor shall submit a revised budget to the Department for any service category transfer of funds which exceeds 10 percent of the total budget for each funding source (Title IIIB, C1, C2, D, E, and Title VIIA and B).
    - b. The Contractor shall maintain a written record of all budget changes and clearly document service category changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to the Department upon request and shall be maintained in the same manner as all other financial records.

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

F. Allocation Transfers

1. Requests to transfer federal or State funds shall be submitted to the Department for approval with the original or revised Area Plan Budget (CDA 122).
  - a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA Section 308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA Section 308(b)(4)(A).
  - b. Transfer of State funds is allowable between III C-1 General Fund and III C-2 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.

G. Matching Requirements

1. The required minimum administration matching contributions for Title III B, III C, & III E combined is 25 percent.
2. The required minimum program matching contributions for Title III B, III C, & III D is 10 percent.
3. The required minimum program matching contributions for Title III E is 25 percent.
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, III C, & III D can be pooled to meet the minimum requirement of 10 percent.
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

8. Of the total minimum match required for Title III at least 25 percent must be from local public agencies (e.g. city and county governments, school districts, special districts, and water districts).
9. Expend not more than 10 percent 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 18 years of age in accordance with OAA Section 373(g)(2)(C).
10. Limit expenditures for Title III E Supplemental Services to 20 percent of the total Title III E federal and matching non-federal share.

H. 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 IV.C. for reconciliation during the closeout period).

I. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is 8 percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the 8 percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

Contractor agrees to include the above requirement in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

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.

ARTICLE III. PAYMENTS

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

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
AREA PLAN – Fiscal Year 2012-13**

**ARTICLE III. PAYMENTS (Continued)**

Monthly Fiscal Reporting Due Dates

RFF Month	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
RFF Date Due	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

- B. Ombudsman Citation Penalties Account and Skilled Nursing Facility Quality and Accountability Funds.

The Contractor shall submit a monthly expenditure report and a request for funds by the 30<sup>th</sup> of each month unless otherwise specified by the Department.

- C. During the contract period, the Department shall advance funds based on an analysis of current cash needs.
- D. Upon execution of this agreement, the Department will make quarterly advances of Nutrition Services Incentive Program (NSIP) funding to the Contractor during the first month of each quarter.
- E. The Department 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 the Department determines that the financial management standards are met.

**ARTICLE IV. CLOSEOUT**

- A. The Area Plan Financial Closeout Report (CDA 180), and Report of Property Purchased with Agreement Funds (CDA 32) shall be submitted annually to the CDA Fiscal Team. All reports are due within 60 calendar days after the end of the fiscal year, unless otherwise specified by the Department. If a contract is terminated prior to the end of the contract period, all reports are due within 30 calendar days following the termination date of the contract.

ARTICLE IV. CLOSEOUT (Continued)

- B. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the CDA 180.
- 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.

**Exhibit B - Budget Detail, Payment Provisions, and Closeout**

**AREA PLAN  
 Budget Display  
 Fiscal Year 2012/13  
 County of Inyo**

	Baseline	Cumulative Baseline Adjustments	Updated Baseline	Cumulative Transfers	Cumulative OTO	Updated Total	Net Change
<b>Supportive Services</b>							
Federal Title IIIB	107,406	-	107,406	-	-	107,406	-
Total Supportive Services	107,406	-	107,406	-	-	107,406	-
<b>Ombudsman</b>							
Federal Title IIIB	15,260	-	15,260	-	-	15,260	-
Federal Title VIIA	19,513	-	19,513	-	-	19,513	-
Special Deposit (SDF)	1,241	-	1,241	-	-	1,241	-
SNF Quality & Accountability	16,997	-	16,997	-	-	16,997	-
Total Ombudsman	53,011	-	53,011	-	-	53,011	-
<b>Congregate Nutrition</b>							
Federal Title IIIC1	141,451	-	141,451	-	-	141,451	-
General Fund C1	58,448	-	58,448	-	-	58,448	-
NSIP C1	15,976	-	15,976	-	-	15,976	-
Total Congregate Nutrition	215,875	-	215,875	-	-	215,875	-
<b>Home-Delivered Meals</b>							
Federal Title IIIC2	70,479	-	70,479	-	-	70,479	-
General Fund C2	190,286	-	190,286	-	-	190,286	-
NSIP C2	32,415	-	32,415	-	-	32,415	-
Total Home Delivered Meals	293,180	-	293,180	-	-	293,180	-
<b>Disease Prevention</b>							
Federal Title IIID	2,582	-	2,582	-	-	2,582	-
Total Disease Prevention	2,582	-	2,582	-	-	2,582	-
<b>Family Caregiver</b>							
Federal Title IIIE	17,007	-	17,007	-	-	17,007	-
Total Title IIIE	17,007	-	17,007	-	-	17,007	-
<b>Elder Abuse</b>							
Federal Title VIIb	637	-	637	-	-	637	-
Total Elder Abuse	637	-	637	-	-	637	-
<b>Administration</b>							
Federal Title IIIB	19,197	-	19,197	-	-	19,197	-
Federal Title IIIC1	22,636	-	22,636	-	-	22,636	-
Federal Title IIIC2	11,278	-	11,278	-	-	11,278	-
Federal Title IIIE	7,932	-	7,932	-	-	7,932	-
General Fund C1	108	-	108	-	-	108	-
General Fund C2	29	-	29	-	-	29	-
Total Administration	61,180	-	61,180	-	-	61,180	-
<b>Grand Total - All Funds</b>	<b>750,878</b>	<b>-</b>	<b>750,878</b>	<b>-</b>	<b>-</b>	<b>750,878</b>	<b>-</b>

**Exhibit B - Budget Detail, Payment Provisions, and Closeout**

**AREA PLAN  
 Budget Display  
 Fiscal Year 2012/13  
 County of Inyo**

	Baseline	Cumulative Baseline Adjustments	Updated Baseline	Cumulative Transfers	Cumulative OTO	Updated Total	Net Change
<b>Funding Summary</b>							
Federal Funds	483,769	-	483,769	-	-	483,769	-
General Fund	248,871	-	248,871	-	-	248,871	-
SNF Quality & Accountability	16,997	-	16,997	-	-	16,997	-
Special Deposit	1,241	-	1,241	-	-	1,241	-
	750,878	-	750,878	-	-	750,878	-

**Comments:**

The maximum amount of Title III/VI Baseline expenditures allowable for the first quarter is:	108,845
The maximum amount of Title III E expenditures allowable for supplemental services is:	6,650
The maximum amount of Title III E expenditures allowable for Grandparents is:	3,325
The minimum General Fund to be expended for State Match in Title III is:	18,936

CFDA NUMBER	Title	Year	Award Number	Award Name
93.041	Title VII: Elder Abuse Prevention	2012	12AACAT7SP	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
		2013	13AACAT7SP	
93.042	Title VII: Ombudsman	2012	12AACAT7SP	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
		2013	13AACAT7SP	
93.043	III D: Preventive Health	2012	12AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
		2013	13AACAT3SP	
93.044	III B: Supportive Services	2012	12AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
		2013	13AACAT3SP	
93.045	III C1: Congregate Meals	2012	12AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
		2013	13AACAT3SP	
93.045	III C2: Home-Delivered Meals	2012	12AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
		2013	13AACAT3SP	
93.052	III E: NFCSP	2012	12AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
		2013	13AACAT3SP	
93.053	Nutrition Services Incentive Program	2012	12AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program
		2013	13AACANSIP	

**Special Terms and Conditions - Exhibit D  
AREA PLAN – FY 2012-13**

**ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS**

**A. Definitions**

1. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), exhibits A, B, C, D, and E, and an approved Area Plan Budget, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.
3. "Contractor" means the Area Agency on Aging awarded funds under this Agreement and which is accountable to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Agreement.
4. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
5. "Reimbursable item" also means "allowable cost" and "compensable item."
6. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.

**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 Older American Act Amendments of 2006 (OAA as amended)
2. Other applicable Federal statutes and their implementing regulations
3. Older Californians Act
4. Title 22 CCR § 7000 et. seq.
5. Standard Agreement (Std. 213), all Exhibits and any amendments thereto;
6. Any other documents incorporated herein by reference
7. Program memos and other guidance issued by the Department

**ARTICLE II. ASSURANCES**

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

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2012-13**

**ARTICLE II. ASSURANCES (Continued)**

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.

**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, 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. Section 2000d; 45 CFR Part 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 Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, 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, Stats. 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 U.S.C. Sections 12101 et seq.).**

Special Terms and Conditions - Exhibit D  
AREA PLAN – FY 2012-13

ARTICLE II. ASSURANCES (Continued)

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 determines that a conflict of interest exists, funds 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, the State 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

**Special Terms and Conditions - Exhibit D  
AREA PLAN – FY 2012-13**

**ARTICLE II. ASSURANCES (Continued)**

Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies.

**H. Facility Construction or Repair (This section only applies to Title III.)**

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:
  - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3)
  - b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5)
  - c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 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, Part 60)
2. The Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the Department.
3. When funding is provided for construction and non-construction activities, the Contractor or subcontractor must obtain prior written approval from the State 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 1857)
2. Clean Water Act, as amended (33 USC 1368)
3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

Special Terms and Conditions - Exhibit D  
AREA PLAN – FY 2012-13

ARTICLE II. ASSURANCES (Continued)

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and 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: (45 CFR 92.35)
  - 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 the Department in writing any incidents of alleged fraud and/or abuse by either Contractor or subcontractor.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Department.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors debarment/suspension status.

Special Terms and Conditions - Exhibit D  
AREA PLAN – FY 2012-13

ARTICLE II. ASSURANCES (Continued)

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Department a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the Department an authorization by the board of directors to execute this Agreement, referencing this Agreement number.
2. These documents must also identify the action taken.
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. Corporate Status

1. The Contractor shall be a public or private nonprofit entity or Joint Powers Agreement (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 the Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement with the Department until satisfactory status is restored. Failure to maintain good standing by a subcontracting corporation or JPA shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

**Special Terms and Conditions - Exhibit D  
AREA PLAN – FY 2012-13**

**ARTICLE II. ASSURANCES (Continued)**

**N. Lobbying Certification**

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the 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 federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instruction.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients 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
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 Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2012-13**

**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 OR VENDOR AGREEMENTS**

- A. The Contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts and/or vendor agreements, 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.
- B. In the event any subcontractor is utilized by the Contractor for any portion of this Agreement, the Contractor shall 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 XX, of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of this exhibit.
- C. Funds for this Agreement shall not be obligated in subcontracts and/or vendor agreements for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and the Department has agreed in writing to permit the specific expenditure for a specified period of time.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. Copies of subcontracts, vendor agreements, Memorandums and/or Letters of Understanding shall be on file with the Contractor and shall be made available for review at the request of the Department.
- F. The Contractor shall monitor the insurance requirements of its subcontractors and/or vendors in accordance with Article XI, Section E of this exhibit.
- G. The Contractor shall require language in all subcontractor and/or vendor agreements 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, vendors, 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 and/or vendor in the performance of this Agreement.

Special Terms and Conditions - Exhibit D  
AREA PLAN – FY 2012-13

ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS (Continued)

- H. The Contractor shall ensure that the subcontractor and/or vendor will complete all reporting and expenditure documents requested by the Department. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Department.
- I. Prior to the awarding of a subcontract to any for-profit entity, the Contractor shall submit the following to the Department for review and approval (per CCR, Title 22, Division 1.8, Section 7362):
  - 1. The RFP or IFB
  - 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

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 the subcontractor 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 the guidance in OMB Circular A-133 Section 210 in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists then the Contractor shall follow the Procurement requirements in the applicable OMB guidance and record the vendor expenditures on Page 1 of the closeout under consultant or equipment costs if the Contractor purchased services or property respectively.

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, a summary worksheet of results from the audit resolutions performed for all subcontractors with supporting documentation, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding,

ARTICLE VI. RECORDS

patient or client records, and electronic files) of its activities and expenditures hereunder in a form satisfactory to the State and shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor; (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department's Audit Branch, (b) 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 (c) for such longer period as the Department deems necessary.

- B. 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 the Department upon termination of this Agreement, and are returned to the Department or transferred to another Contractor as instructed by the Department.
- C. 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 so stated in writing to the Contractor.
- D. 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 Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.
- E. 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, file folders, etc.

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2012-13**

**ARTICLE VII. PROPERTY (Continued)**

- B. Property meeting all of the following criteria are subject to the reporting requirements:
1. Has a normal useful life of at least 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 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 CDA funds, and submit to the Department 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 Project Property Furnished/Purchased with Agreement Funds (CDA 32), unless otherwise directed by the Department.

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

1. Date acquired
2. Property description (include model number)
3. CDA tag number or other tag identifying it as CDA property
4. Serial number (if applicable)

Special Terms and Conditions - Exhibit D  
AREA PLAN -- FY 2012-13

ARTICLE VII. PROPERTY (Continued)

5. Cost or other basis of valuation
6. Fund source

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 the Department 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 the Department. The Contractor shall e-mail to the Department 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 disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
  2. 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 (PDAs), 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 the Department 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 120 days after termination of the Agreement or notification of the Contractor's dissolution the State will issue specific written disposition instructions to the Contractor.

**Special Terms and Conditions - Exhibit D  
AREA PLAN – FY 2012-13**

**ARTICLE VII. PROPERTY (Continued)**

- 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. Another Department program providing the same or similar service
  - 2. Another Department-funded program
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the Department. As a condition of the approval, the Department may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractor 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 agency, Bureau of State Audits, the Controller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, records, and electronic files of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of 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, policies and procurement, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- 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.

ARTICLE IX. MONITORING AND EVALUATION (Continued)

- C. The Contractor shall monitor contracts, subcontracts or grant agreements to ensure compliance with laws, regulations, and the provisions of contracts or grant agreements that may have a direct 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, or grant agreements 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 the Department.

ARTICLE X. AUDITS

- A. The Contractors that expend \$500,000 or more in Federal Awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133, and a copy submitted to the:

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

The copy shall be submitted within 30 days after receipt of the auditor's report or nine 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.

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 appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

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 the California Department of Aging.

- B. This section B applies only to Title III/VII.

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

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2012-13**

**ARTICLE X. AUDITS (Continued)**

the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subrecipients. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration on Aging.

93.041	Special Programs for the Aging-Title VII, Chapter 3- Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-B)
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-Title III, Part E
93.053	Nutrition Services Incentive Program (NSIP)

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 (R&D), student financial aid (SFA), and other clusters. "Other Clusters" are as defined by the OMB in the Compliance Supplement or as designated by a State for federal awards provided to its subrecipients 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 subrecipients of compliance requirements applicable to the cluster, consistent with §.400 (d) (1) and §.400 (d) (2), respectively. A cluster of programs shall be considered as one program for determining major programs, as described in §.520, and, with the exception of R&D as described in §.200(c), whether a program-specific audit may be elected. (Federal Office of Management and Budget, (OMB) Circular, A-133, Audits of States, Local Governments, and Non-Profit Organizations).

- C. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements. The reconciliation shall be maintained and made available for Department review.

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.

ARTICLE X. AUDITS (Continued)

Contract resolution includes:

1. Ensuring that a subcontractor expending \$500,000 or more in Federal Awards during the subcontractor's fiscal year has met the audit requirements of OMB Circular A-133 as summarized in D
  2. Issuing a management decision on audit findings within six 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 Department 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 who did not obtain another type of audit, the reconciliation of expenditures reported to the Department must be accomplished through the performance of alternative procedures (e.g., expense verification reviews/fiscal monitoring assessments)
  4. When alternative procedures are used, the Contractor shall perform financial management system testing per existing federal requirements (45 CFR, Subpart C, Part 92.20 and 45 CFR, Part 74.21) which state in part that financial reporting must be accurate, current, and complete; and, accounting records must adequately identify the source and application of funds and must be supported by source documentation. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents
  5. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records
- D. The Contractor shall ensure that the subcontractor single audit reports meet OMB Circular A-133 requirements:
1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first.
  2. Properly procured – use procurement standards provided for in OMB Circular A-133 and provide maximum opportunities to small and minority audit firms.
  3. Performed in accordance with Generally Accepted Government Auditing Standards – shall be performed by an independent auditor and be organization-wide.

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2012-13**

**ARTICLE X. AUDITS (Continued)**

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 or grant agreements; and the schedule of findings and questioned costs.
  5. Performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement.
- E. Requirements identified in D of this Article shall be included in contracts/agreements 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, the Department shall have access to all audit reports and supporting work papers, and the Department has the option to perform additional work, as needed.
- F. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not limited to, contract amount; amount resolved; variances; 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.
- G. Unless prohibited by law, the cost of audits completed in accordance with provisions of the Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The cost may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principle circulars.
- H. The Contractor may not charge to Federal Awards the cost of any audit under the Single Audit Act Amendments of 1996 not conducted in accordance with the Act. The Contractor may not charge to Federal Awards the cost of auditing a non-federal entity which has Federal Awards expended of less than \$500,000 per year, and is thereby exempted under OMB Circular A-133, Subsection \_\_200(d). However, this does not prohibit the Contractor from charging Federal Awards for the cost of conducting a limited-scope audit to monitor its subcontractor to address compliance requirements provided the subcontractor is not required to obtain a single audit. These costs must be charged as an Administrative expense of the Contractor.
- I. The Contractor shall cooperate with and participate in any further audits which may be required by the State.

**Special Terms and Conditions - Exhibit D  
AREA PLAN – FY 2012-13**

**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:

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 Department 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, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) 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:
  - \$750,000 if seating capacity is under 8
  - \$1,500,000 if seating capacity is 8 – 15
  - \$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

B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.

C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
2. 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.

ARTICLE XI. INSURANCE (Continued)

3. The Department shall be named as the certificate holder and the address must be listed on the certificate.
- D. 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 the Department, 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, the Department may, in addition to any other remedies it may have, terminate this Agreement.
- E. The Contractor shall require its subcontractors or vendors 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 its subcontractors and vendors to hold the Contractor harmless. The subcontractor's Certificate of Insurance shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors.
- F. A copy of each appropriate Certificate of Insurance referencing this Agreement number, or letter of self-insurance, shall be submitted to the Department with this Agreement.
- G. 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 Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).
- H. 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 patient complaints.

ARTICLE XII. TERMINATION

A. Termination Without Cause

The Department may terminate performance of work under this Agreement, in whole or in part, without cause, if the Department determines that a termination is in the State's best interest. The Department may terminate the Agreement upon 90 days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective 90 days from the delivery of

ARTICLE XII. TERMINATION

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, Legislature or Congress, the Notice of Termination shall be effective 30 days from the delivery of the notice. The Contractor shall submit to the Department a Transition Plan as specified in Exhibit E. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

The Department may terminate, in whole or in part, for cause the performance of work under this Agreement. The Department may terminate the Agreement upon 30 days written notice to the Contractor. The Notice of Termination shall be effective 30 days from the delivery of the Notice of Termination unless the ground for termination is 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 the Department a Transition Plan as specified in Exhibit E. 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 Department 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

ARTICLE XII. TERMINATION (Continued)

9. The commission of an act of bankruptcy
10. Finding of debarment or suspension
11. The Contractor's organizational structure has materially changed
12. The Department determines that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 local government and 45 CFR 74.14 for non-profit organizations. 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 the Department, 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 30 days and Termination without Cause is 90 days subsequent to written notice to the Contractor. The notice shall describe the action being taken by the Department, the reason for such action and, any conditions of the termination, including the date of termination. Said notice shall also inform the Contractor of its right to appeal such decision to the Department and the procedure for doing so.

**Special Terms and Conditions - Exhibit D  
AREA PLAN - FY 2012-13**

**ARTICLE XII. TERMINATION**

**E. Voluntary Termination of Area Plan Agreement**

Pursuant to Title 22, Section 7210 the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with the Department or upon 30 days written notice to the Department.

In case of voluntary termination, the Contractor shall allow the Department up to 180 days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

- F.** In the event of a termination, the Department 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 the Department 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 the Department immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

**ARTICLE XV. REVISIONS OR MODIFICATIONS**

- A.** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and approved as required. 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, postage prepaid, return receipt requested, or overnight mail, provided Contractor retains receipt, and shall be communicated as of actual receipt.

Special Terms and Conditions - Exhibit D  
AREA PLAN – FY 2012-13

ARTICLE XVI. NOTICES (Continued)

- B. Any notice given to the CDA for a contractor's change of legal name, main address, or name of Director shall be addressed to the Director of the Department on the Contractor's letterhead.
- C. All other notices with the exception of those identified in Article VII. B 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 the Department'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 submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an Agency Contract Representative form to the CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, e-mail 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 the 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 State Administrative Manual, Section 5310, GC Section 11019, Department of Finance (DOF) Management Memo 06-12, and DOF Budget Letter 06-34.

Information assets include (but are not limited to):

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

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

B. Encryption on Portable Computing Devices

The Contractor is required to encrypt (or use an equally effective measure), any 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, and notebook computers) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, and portable hard drives).

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, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor 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 subcontractor are authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.
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.
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.

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

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.aging.ca.gov](http://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, 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 their 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/Vendors 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 the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. 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 Contractor/Vendors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

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 form (CDA 1025) 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 subcontractor 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.

K. Provisions of this Article

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

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 subdivisions (b) and (c) of this section.
2. The Contractor may request permission to copyright material by writing to the Director of the Department. The Director shall consent to or give the reason for denial to the Contractor in writing within 60 days of receipt of the request.
3. If the material is copyrighted with the consent of the Department, 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 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 item 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of the Department. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within 30 days after the written request is received by the Department. The Department may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors 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, and similar information incidental to contract administration, or the

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2012-13**

**ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)**

exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to the provisions of Article XIX and Article XX of this Exhibit, 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.
4. Materials published or transferred by Contractor shall: (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."

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 Part 74, "Procurement Standards," procurement by contractors and subcontractors for nonprofit organizations, and 45 CFR Part 92.36, 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, Part 92.36, "Procurement Standards."
  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 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.

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 funds will be made 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 Title III, Part E, Section 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 contractors.
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 Title III, Part E, Section 373(b); and distinguished between "caregiver" and "grandparent" support services, as required for National Aging Programs Information Systems (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 Title III, Part E, Sections 373(a) and (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), 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., MSSP, etc.) or other caregiver services such as those provided through Department of Social Services Kinship Support Service Programs, California Community Colleges Foster and Kinship Care Education Programs, Department of Developmental

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

Services Regional Centers, Department of Mental Health Caregiver Resource Centers and other Title III funded providers.

15. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements: [OAA Section 315(b)]:
  - a. Any Contractor for any Title III or Title VII services shall not use means tests
  - b. Any Title III or Title VII 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 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
    - (iv) Establish appropriate procedures to safeguard and account for all contributions
16. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the CDA.
17. The Contractor shall comply with the OAA Section 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 and state governments, and any other institutions that have responsibility for disaster relief service delivery.
18. The Contractor, at a minimum, shall identify and make contact with their 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.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

19. The Contractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the GDA Disaster Coordinator.
20. 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 Title 22, Division 1.8, Chapter 4, Article 2, Section 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 that have contact with older individuals or persons with disabilities
21. The Contractor shall not require proof of age or citizenship as a condition of receiving services.
22. The Contractor shall develop a policy and procedure to ensure that SNP meals are only received by eligible individuals.
23. The Contractor shall annually assess the 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)]

B. Assurances Specific to the Ombudsman Program:

The Contractor shall assure the following:

1. Representatives of the Local Ombudsman Program and members of their immediate family shall be free of actual and perceived conflicts of interest and not stand to gain financially through the following:
  - a. Remuneration (in cash or in kind) received directly or indirectly under a compensation arrangement with a long-term care facility [OAA Section 712(f)]
  - b. An action or potential action brought on behalf of individuals the Program serves [OAA Section 712(a)(5)(C)(ii)]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

2. Representatives of the Local Ombudsman Program shall have access to long-term care facility residents and their medical and social records, with documentation of consent in accordance to section (3)(a), between the hours of 7:00 a.m. and 10:00 p.m. seven days a week. [OAA 712(b)(1); W&I 9722 and 9724; CCR 8020(a)] Authorization is required by the State Ombudsman for entry outside of these hours and for access to resident records when a legal guardian refuses to give permission and there is reason to believe the guardian is not acting in the best interests of the resident. [OAA 712(b)(1)(B)(ii); W&I 9724(c and d); CCR 8020(a)]
3. 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)]
4. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized pursuant to OAA 705(a)(6)(C); OAA 712(d)(2) and W&I 9725.
5. 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 in a suit or other legal action threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA 712(h)(7); W&I 9717(c); Statewide Standards for Legal Assistance in California].
6. 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.
7. The Local Ombudsman Program Coordinator shall provide the Office of the State Long-Term Care Ombudsman (OSLTCO) with an organizational chart that includes:

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

- a. all local staff who 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
- The Coordinator shall inform the OSLTCO of any staffing changes.
8. The Local Ombudsman Program Coordinator shall inform the 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.
  9. 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), W&I 9725, W&I 25633(b)(2)(B)]
  10. 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 the CDA.  
[OAA 712(C); W&I 9716].
- C. Assurances Specific to Legal Services 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 a memorandum of understanding 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

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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
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, LTC ombudsman, HICAP, 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 developed by the CDA in December 2007 to collect data on legal services provided
9. Waiver of this section of the contract may be obtained from the CDA pursuant to Exhibit D, Article XV., of this Agreement entitled, Revisions, Waivers, 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 B in accordance with CDA requirements [W&I 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 Older Americans Act 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

ARTICLE II. REPORTING PROVISIONS (Continued)

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

Reporting Period	Due Date
July 1 – June 30	September 30

3. For reports that will be submitted late, 10 calendar days prior to the report due date, the Contractor shall submit to the Data Team ([DataTeam.Reports@aging.ca.gov](mailto: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 10 calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within 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 B services.

The Contractor shall submit program data reports electronically as follows:

1. Upload the National Aging Program Information System (NAPIS) State Program Report (SPR) to CARS at <https://ca.getcare.com>.
2. Submit the California Legal Services (Title III B) Report (CDA 1022) via email to [DataTeam.Reports@aging.ca.gov](mailto: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 GDA by reviewing and responding to the Annual Data Error Report and Annual Performance Data Verification of State Form, 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.

ARTICLE II. REPORTING PROVISIONS (Continued)

- a. The Contractor shall correct all logic errors identified in the Annual Data Error Report.
  - b. The Contractor shall correct and/or explain all questionable errors identified in the Annual Data Error Report.
  - c. The Contractor shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via e-mail to [DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov).
  - d. The Annual Data Error Reports are due to CDA by a date specified by the Department which can vary from year to year.
2. The Contractor shall verify all quarterly and annual NAPIS SPR and CDA 1022 data for accuracy in accordance with CDA requirements.
- a. The Contractor shall review all NAPIS SPR and CDA 1022 data for accuracy and make necessary corrections.
  - b. As a result of the verification process, the Contractor shall complete the Annual Performance Data Verification form indicating corrections submitted. The AAA Director shall review and approve all corrections.
  - c. The AAA Director shall complete and initial the Annual Performance Data Verification form.
  - d. The Contractor shall return the completed Annual Performance Verification form to CDA via e-mail to [DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov) (electronic signatures accepted).

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 National Ombudsman Reporting System (NORS) utilizing the OmbudsManager or other 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.

ARTICLE II. REPORTING PROVISIONS (Continued).

2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly OmbudsManager Reporting Form, (OSLTCO S301) indicating that data for the quarter has been completed or the reason for any delay, to the Ombudsman Program mailbox ([stateomb@aging.ca.gov](mailto: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 Contractor and subcontractor data prior to submission to the CDA Data Team
  4. Procedures for the Contractor and subcontractor on correcting data errors
  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; and
  6. Performance data monitoring process
- G. The Contractor shall orient and train staff and subcontractor's 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 B: Elder Abuse Prevention
1. The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037), as specified on the form, to the State Ombudsman mailbox ([stateomb@aging.ca.gov](mailto:stateomb@aging.ca.gov)) on the following reporting due dates:

ARTICLE II. REPORTING PROVISIONS (Continued)

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 Title 22 CCR, Section 7702 using the appeal process established by the CDA in Title 22 CCR, Sections 7700 through 7710. Such appeal shall be filed within 30 days 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 VII programs using the appeal process established in Title 22 CCR, Sections 7700 through 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 Code Section 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 15 days of delivery of a written Notice of Termination (Pursuant to Article XII, Exhibit D 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. Description of how clients will be notified about the change in their service provider

ARTICLE IV. TRANSITION PLAN (Continued)

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 [Title 22, Section 7206(e)(4)]
  8. A full inventory and plan to dispose or, transfer, or return to the State all equipment purchased during the entire operation of the contract
  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 Article XII of Exhibit D 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 notice of termination of Ombudsman services, do the following:
  - a. If Ombudsman services are subcontracted, notify CDA in writing within three working days of a subcontractor's intent to terminate its contract to provide Ombudsman services

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

- b. Within one working day, notify CDA of any change in local Ombudsman services
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. The Contractor shall require the subcontractor to utilize experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the subcontractor and designated by the State Ombudsman as the local Ombudsman Program Coordinator. The Department shall allow the contractor up to 180 days to transition services to a new subcontractor
  - b. Continue the provision of mandated Ombudsman services as a direct service the contractor, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the Contractor and designated by the State Ombudsman as the local Coordinator. The Department shall allow the contractor up to 180 days to transition services from the subcontractor to the contractor

**B. Transition Plan**

1. The Contractor shall submit a Transition Plan within 15 days from delivery of the following:
- a. Written notice to the Contractor of the subcontractor's intent to terminate Ombudsman services
  - b. Written notice to the subcontractor of the Contractor's intent to terminate the subcontract for Ombudsman services
  - c. Written notice to the Contractor of the State Termination of the Contract, in whole or, from time to time, in part related to the provision of Ombudsman services
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:

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

- 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 a Request for Proposals requiring the utilization of experienced State Certified Ombudsman Representatives, and designated by the State Ombudsman to carry out Ombudsman duties with respect to the planning or service area
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
  - c. Details of how the Contractor shall deliver to the subsequent Local Ombudsman Program of 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 OSLTCO. The OSLTCO will monitor the Contractor's progress in carrying out all elements of the Transition Plan.

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

- 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 OSLTCO to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating subcontractor or from a neighboring Local Ombudsman Program.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	February 12, 2013	<b>DEPARTMENT</b>	Public Works - Road Division
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	5 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Jeff Walters
<b>SUBJECT</b>	Supplemental Agreement - Topaz Lane Bridge Preliminary Engineering		

### AGENDA DESCRIPTION:

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

The Topaz Lane Bridge over the Walker River in Northern Mono County requires repair. Funding is available through the State for preliminary engineering. Authorization in the form of a resolution from the Board of Supervisors is required.

### RECOMMENDED ACTION:

Consider and potentially adopt proposed resolution "A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No. 017-N for Topaz Lane Bridge Preliminary Engineering."

### FISCAL IMPACT:

Total Project Engineering cost is estimated at \$26,000 to be paid by the Road Fund with \$23,018 reimbursed by the State.

**CONTACT NAME:** Jeff Walters

**PHONE/EMAIL:** /

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

- [Staff Report](#)
- [Exhibit 1- Resolution](#)
- [Exhibit 2 - Program Supplement Agreement No. N017-N](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
1/25/2013 11:57 AM	County Administrative Office	Yes
2/5/2013 1:47 PM	County Counsel	Yes
1/25/2013 11:11 AM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • FAX 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** February 12, 2013  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Jeff Walters, Director of Road Operations/Fleet Services  
**Subject:** Program Supplement Agreement – Topaz Lane Bridge Preliminary Engineering

## Recommended Action:

Consider and potentially adopt proposed resolution R13-\_\_\_\_, "A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No. 017-N for Topaz Lane Bridge Preliminary Engineering."

## Fiscal Impact:

Total Project Engineering cost is estimated at \$26,000 to be paid by the Road Fund with \$23,018 reimbursed by the State. Reimbursement is through M240 MAP-21 RSTP funds at 88.53%. Approval of the attached Resolution, along with execution of the Program Supplement, will authorize the State to disburse the appropriate funds necessary to reimburse the County for costs related to the Topaz Lane Bridge. The Road Fund has sufficient funds allocated in the 2012-13 budget to cover the county's portion.

## Background:

This is a request for preliminary engineering funding to repair one of Mono County's bridges identified under BPMPL-5947(043) for bridge preventative maintenance under the Bridge Preventive Maintenance Program in SAFETEA-LU's Highway Bridge Program (HBP). The project will replace existing corroded railing and mitigate scouring at the bridge abutments on the Topaz Lane Bridge over the Walker River in the community of Topaz.

If you have any questions regarding this item, please contact Jeff Walters at 932-5459 or [jwalters@mono.ca.gov](mailto:jwalters@mono.ca.gov).

Respectfully submitted,

Jeff Walters  
Director of Road Operations/Fleet Services

Encl: Exhibit 1 – Draft Resolution for the Program Supplement Agreement  
Exhibit 2 – Program Supplement Agreement No. 017-N



**RESOLUTION NO. R13-**

**A RESOLUTION OF THE  
MONO COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA,  
APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. 017-N FOR  
TOPAZ LANE BRIDGE PRELIMINARY ENGINEERING.**

**WHEREAS**, consistent with applicable sections of the California Streets and Highways Code and the Highway Bridge Program, Mono County has been allocated State funds to be utilized for preliminary engineering for the Topaz Lane Bridge in Mono County, and

**WHEREAS**, in order to receive said funding the County must approve and process a “Program Supplement Agreement” and designate a County Official to execute and process said documents.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Supervisors has reviewed and hereby approves “Program Supplement Agreement No. N017 to Administering Agency – State Agreement for Federal-Aid Projects No. 09-5947R” concerning the Bridge Preventative Maintenance Program, and

**BE IT ALSO RESOLVED**, that the County Administrative Officer of Mono County is hereby designated as the County Official authorized to execute and process the afore-referenced documents; and to execute and process future requests of this nature which will lead to the timely reimbursement of County funds associated with this project.



**DEPARTMENT OF TRANSPORTATION**

Division of Local Assistance  
1120 N STREET  
P.O. BOX 942874, MS# 1  
Sacramento, CA 94274-0001  
TTY 711  
(916) 654-3151  
Fax (916) 653-7621



January 14, 2013

File : 09-MNO-0-CR  
BPMPL-5947(048)  
Topaz Lane over the Walker River,  
Br. No. 47C-0005

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

Attn: Mr. Garrett Higerd

Dear Mr. Walters:

Enclosed are two originals of the Program Supplement Agreement No. 017-N to Administering Agency-State Agreement No. 09-5947R.

**Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.**

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 60 days from the date of this letter. If the signed Agreements are not received back in this office within 60 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. Attach your local agency's certified authorizing resolution that clearly identifies the project and the official authorized to execute the agreement. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

A copy of the State approved finance letter containing the fund encumbrance and reversion date information will be mailed to you with your copy of the executed agreement.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

A handwritten signature in cursive script that reads "Patrick Louie".

*for* WINTON EMMETT (ACTING), Chief  
Office of Project Implementation - South  
Division of Local Assistance

Enclosure

c: DLA AE Project Files  
(09) DLAE - Ryan Dermody





**SPECIAL COVENANTS OR REMARKS**

1. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
4. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

5. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if

**SPECIAL COVENANTS OR REMARKS**

PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

6. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
7. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).
8. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	February 12, 2013	<b>DEPARTMENT</b>	Board of Supervisors
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	15 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Supervisor Tim Alpers
<b>SUBJECT</b>	Travel Authorization for Board Members and Staff to Attend East Coast Peer Resort Tour		

### AGENDA DESCRIPTION:

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

This item is to receive travel authorization to allow and fund a designated Supervisor(s) and two staff members to attend an east coast Peer Resort Tour being sponsored by JMSA/MMSA from February 24-March 1, 2013. This item is being put on the agenda at the request of Supervisors Alpers and Johnston. See Staff report for additional details.

### RECOMMENDED ACTION:

Consider and potentially authorize travel and funding for two designated Supervisors and two tourism staff members to attend the Peer Resort tour.

### FISCAL IMPACT:

Approximately \$4,660 from the Board of Supervisors' travel budget.

**CONTACT NAME:** Shannon Kendall

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

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Peer Staff](#)

[Trip Purpose](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
1/31/2013 9:52 AM	County Administrative Office	Yes
2/1/2013 5:18 PM	County Counsel	Yes
2/1/2013 3:57 PM	Finance	Yes



## BOARD OF SUPERVISORS COUNTY OF MONO

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5538/5534 • FAX (760) 932-5531

**Lynda Roberts**  
**Clerk of the Board**  
*lroberts@mono.ca.gov*

**Linda Romero**  
**Assistant Clerk of the Board**  
*lromero@mono.ca.gov*

To: Board of Supervisors  
From: Supervisor Larry Johnston  
Date: February 12, 2013

**Subject:**

Travel Authorization to allow and fund a designated Supervisor(s) and two staff members to attend an east coast Peer Resort Tour being sponsored by JMSA/MMSA from February 24 - March 1, 2013.

**Recommendation:**

Consider and potentially authorize travel and funding for two designated Supervisors and two tourism staff members (Alicia Vennos and Jeff Simpson) to attend the Peer Resort Tour.

**Discussion:**

This Peer Resort Tour is an outgrowth of June Lake Ski Area (JMSA) closure and subsequent community discussions about the future of JMSA. It is being sponsored by Mammoth Mountain Ski Area (MMSA) and they are willing to cover the cost of ground transportation, lodging, and group meals for those attending. Supervisor Alpers and Supervisor Johnston have been invited and are willing to attend; but another Supervisor could substitute for Johnston if so desired by the Board. Supervisor Alpers is the Supervisor representing the June Lake area and indicates that he is willing to pay his own way. Should Supervisor Johnston be designated to attend, he requests that the County pay all travel expenses including those being offered by MMSA so that no portion of the cost is considered a "gift" or other similar consideration from MMSA. The Tourism staff members (Alicia Vennos and Jeff Simpson) request travel reimbursement for costs, such as air fare, not covered by MMSA. See the attached "Trip Purpose" prepared by JMSA/MMSA. Estimated air fare is \$1080 each while total cost is estimated to be \$2500 each. Members of the June Lake community have also been invited and several are expected attend the tour.

**Fiscal Impact:**

Approximately \$4,660

June Mountain/June Lake  
Peer Resort Tour  
February 24-March 1, 2013

Attendees:

June Mountain/MMSA Ski Area Representatives  
Mono County Elected Representatives and Staff  
June Lake Business Community/ Community Leaders/Interested Citizens

Purpose of the Trip

In order to operate June Mountain on a sustainable basis, JMSA/MMSA believes that June needs to re-position itself to cater to a specific niche in the market, a market that is currently underserved, or not well served by existing operations. JMSA/MMSA believe that June Mountain, and the June Lake Community are well suited to cater to young families. The terrain layout at June Mountain, the smaller size of the ski area, the relative ease of access to facilities in an less crowded, less intimidating environment, are assets that can be exploited, in conjunction with unique program offerings to cater to this market niche. As important to this effort as the ski area itself, the amenities within the Community of June Lake are equally important to the overall offerings of the resort experience. The ultimate goal we believe is to act as a feeder area to introduce new people to the mountains, to offer them an unequaled experience, and create passionate mountain recreation participants. The focus on offering great children's experiences is not exclusionary to any other market segment, in fact, we will create multi-generational experiences where parents, grand-parents and kids can spend quality time together enjoying the outdoors.

Eastern Resorts can provide a good example to see how other's in the Ski Industry are creating successful business models that are in many respects different from the western resort model, but in many ways are dealing with the same types of issues that June Mountain faces. The resorts, like Mammoth and June, are primarily drive to markets relying on weekend/holiday period visitors for the majority of their business. Smaller areas, in close proximity to larger, more amenity driven resorts are operating successful businesses. We will have the opportunity to meet with area operators and their staffs to gain their insight into how they have created success in their organizations through the creation, implementation, operation and marketing their family programming.

Another benefit of a compressed, intense travel opportunity is spending time together with people with often disparate and varying ideas, gaining respect and understanding for other's positions. While we may not always agree, there is respect.

Resort visits:

Bromley Mountain -Originally founded in the 1930's by Fred Pabst of beer fame, Bromley is a small, family oriented ski area in Southern Vermont. Their "Kids Rule" camps and programs have been developed and tailored to continue the family orientation of the area. Bromley is located approximately 20 miles across the valley from Stratton Mountain, a much larger and more populated resort. Bromley also has an extensive and successful summer activities operation.

Smuggler's Notch-Smugglers Notch is located in Northern Vermont, on the "backside" of Mount Mansfield, home of Stowe Mountain Resort. Smugglers is famous for its family programs and consistently achieves the highest rankings in annual Ski Magazine surveys for its family experience. In the industry, Smuggler's is the model that everyone in the family business tries to emulate.

Waterville Valley, NH- Waterville Valley has re-branded themselves as “New Hampshire’s Family Resort”. They have created family programs and packaging, but more interestingly, they have incorporated family experiences off the mountain, within their community to broaden the appeal. Much like what June Mountain and the June Lake Community should strive to do.

#### Okemo Mountain Resort-tentative

Okemo Mountain is located in the town of Ludlow, Vermont. In the early 1980’s the ski area was closed, in bankruptcy. It was purchased by Tim and Diane Mueller, who focused on service and catering to families, and started to steal market share from neighboring resorts. Through their early success, they reinvested earnings from operations in improvements to the ski area, and today, Okemo is a major player in the highly competitive Southern Vermont ski environment. They also now manage ski operations at Mt. Sunapee in New Hampshire, and have purchased Crested Butte Resort in Colorado.