



# AGENDA

## BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

### Regular Meeting December 13, 2016

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**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 Bob Musil, Clerk of the Board: [bmusil@mono.ca.gov](mailto:bmusil@mono.ca.gov).

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

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

and number of persons wishing to address the Board.)

**2. APPROVAL OF MINUTES**

**A. Board Minutes**

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on November 1, 2016.

**B. Board Minutes**

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on November 8, 2016.

**3. RECOGNITIONS - NONE**

**4. BOARD MEMBER REPORTS**

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

**5. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

**6. DEPARTMENT/COMMISSION REPORTS**

**7. CONSENT AGENDA**

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

**A. Agreement with Inyo County for Senior Services**

Departments: Social Services

Contract with Inyo County for provision of community-based senior services for the period July 1, 2016 - June 30, 2020.

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

**Fiscal Impact:** The total contract amount for the four-year period of July 1, 2016 through June 30, 2020 is approximately \$393,878; the fiscal year 2016-17 allocation and one-time-only funds are \$101,459; the allocation amount to be reimbursed would be approximately \$97,473 for each remaining fiscal year.

**B. Cancellation of Board of Supervisors Regular Meeting for December 20, 2016 and Call of Special Meeting**

Departments: Clerk of the Board

Cancel December 20, 2016 Regular Meeting of the Board of Supervisors and schedule Special Meeting for that same date in Suite Z of the Minaret Mall.

**Recommended Action:** Cancel the December 20, 2016 Regular Meeting of the Board of Supervisors in the Board of Supervisors' conference room of the Sierra Center Mall and schedule a Special Meeting at 9:00 a.m. on December 20, 2016 in Suite Z of the Minaret Mall, located at 437 Old Mammoth Road, Mammoth Lakes.

**Fiscal Impact:** None.

**8. CORRESPONDENCE RECEIVED**

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

**A. Application for ABC License by Bridgeport Colony Development Corp.**

Departments: Clerk of the Board

Application for Alcoholic Beverage License by the Bridgeport Colony Development Corporation for the Bridgeport General Store.

**B. Letter from Lary Smith re: June Lake TROD**

Departments: Clerk of the Board

Letter dated November 27, 2016 to the Board from Lary D. Smith regarding Transient Rental Overlay District and Candidate Properties on Leonard Ave and Carson View in June Lake.

**C. Thank You Note to Mono County Paramedics and Rescue**

Departments: Clerk of the Board

Thank note from Teresa and Adam Webster to the Mono County Paramedics and Rescue team, naming Kevin Smith and Kyle Rose.

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**9. REGULAR AGENDA - MORNING**

**A. County Conflict-of-Interest Code Review**

Departments: Clerk-Recorder; County Counsel

10 minutes (5 minute presentation; 5 minute discussion)

(Shannon Kendall and Steve Kerins) - Proposed resolution of the Mono County Board of Supervisors amending the County's conflict-of-interest code.

**Recommended Action:** Consider and potentially adopt proposed resolution

#R16-\_\_\_, amending County's conflict-of-interest code. Provide any desired direction to staff.

**Fiscal Impact:** No direct fiscal impact.

**B. Local Government Agency Conflict-of-Interest Code Review**

Departments: Clerk-Recorder; County Counsel

10 minutes (5 minute presentation; 5 minute discussion)

(Shannon Kendall and Steve Kerins) - Review and potential approval of amended conflict-of-interest codes submitted by June Lake Public Utility District and Mammoth Community Water District. Consideration and potential establishment of timetable governing remainder of biennial code review process.

**Recommended Action:** Consider and approve amended conflict-of-interest codes submitted by June Lake Public Utility District and Mammoth Community Water District. Consider and potentially establish deadline for certain remaining local government agencies to submit proposed conflict-of-interest codes for review. Provide any desired direction to staff.

**Fiscal Impact:** No direct fiscal impact.

**C. Review and Declaration of Election Results**

Departments: Elections

10 Minutes - 5 minute presentation, 5 minute discussion

(Shannon Kendall, Leslie Chapman) - Presentation of certified election results and outcome of voter-requested recount. Request for Declaration of Results.

**Recommended Action:** Declare elected to office the candidates who received the highest number of votes in each contest of the November 8 General Election. Declare the results of each measure voted on at the election.

**Fiscal Impact:** None

**D. 2% Cost of Living Adjustment for At-Will Employees and County Officials**

Departments: CAO

15 minutes (5 minute presentation; 10 minute discussion)

(Leslie Chapman) - Proposed resolution adjusting base compensation for certain elected officials and at-will employees to implement a 2% cost of living adjustment.

**Recommended Action:** Adopt proposed resolution R16-\_\_\_, establishing and adjusting the 2017 base compensation for certain officers and employees to implement a 2% cost of living adjustment and superseding and replacing Resolution No. R08-75 which last set base compensation for said officers and employees. Provide any desired direction to staff.

**Fiscal Impact:** Salaries and benefits will increase by \$45,390 for the 2016-17



fiscal year and is included in the Board-Approved budget.

**E. Temporary Moratorium on Medical Marijuana Activities**

Departments: Community Development; County Counsel

45 minutes (10 minute presentation; 35 minute discussion)

(Scott Burns) - Proposed ordinance #16-11, An Interim Ordinance of the Mono County Board of Supervisors Enacting a Temporary Moratorium Prohibiting Commercial Medical and Recreational Marijuana Activities, Including Commercial Cultivation, Distribution, Transportation, Delivery, Storage, Manufacturing, Processing, Provision or Sale of Cannabis Products in the Unincorporated Area of Mono County.

**Recommended Action:** Consider and potentially adopt proposed ordinance as an urgency measure (4/5 vote required). Provide any other desired direction to staff.

**Fiscal Impact:** None at this time

**F. Community Development Block Grant (CDBG) Program Update**

Departments: Finance

30 minutes (20 minute presentation; 10 minute discussion)

(Megan Mahaffey, Molly Desbaillets, Don Clark, Joe Blanchard, Scott Burns ) - This item will review the programs and projects currently under way with funding awarded through the Community Development Block Grant Program. Those involved in the various programs will discuss the success of their respective programs and be available to answer any questions.

**Recommended Action:** Informational only. Provide any desired direction to staff.

**Fiscal Impact:** Mono County's 2015 CDBG award of \$750,000 is paying for child care, park facility upgrades and a housing needs assessment in our community. An additional \$187,000 from program income is increasing the budget for the child care program, allowing for two additional park facility upgrades and offset cost for administration of the program.

**G. Contract with Hinderliter, de Llamas & Associates for Sales and Use Tax Related Services**

Departments: Finance

20 minutes (10 minute presentation; 10 minute discussion)

(Janet Dutcher) - Presentation about the services provided by Hinderliter, de Llamas & Associates and consider entry into an agreement with them for sales tax analysis, audit and revenue recovery services.

**Recommended Action:** Receive presentation about the services provided by Hinderliter, de Llamas & Associates. Approve County entry into proposed contract and authorize Board Chairman to execute said contract on behalf of the County.

Adopt proposed resolution #R16-\_\_\_\_, designating Hinderliter, de Llamas & Associates to examine confidential sales, use and transactions tax records pertaining to sales, use and transaction taxes collected for the County by the State Board of Equalization. Provide any desired direction to staff.

**Fiscal Impact:** Compensation under this agreement is contingent upon HdL's success in recovering sales and use tax revenues for the County. Except for the minimal cost of consulting opportunities, there is no fiscal cost to this agreement and over the term of the agreement may result in an increase in sales and use tax related revenues.

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

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

**11. CLOSED SESSION**

**A. Closed Session--Human Resources**

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

**B. Closed Session - Real Property Negotiations**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Approximately 0.12 acre portion of APN 008-094-002-000 in Bridgeport, California. Agency negotiators: Garrett Higerd and Stacey Simon. Negotiating parties: County of Mono and Frontier Communication. Under negotiation: price.

**C. Closed Session - Exposure to Litigation**

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

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

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

on items of public interest that are within the subject matter jurisdiction of the Board.

(Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

**13. REGULAR AGENDA - AFTERNOON**

**A. Presentation Regarding Conway/Mattly Ranch Public Outreach and Authorization for Request for Proposals for Grazing Lease**

Departments: Public Works

40 minutes (10 minute presentation; 30 minute discussion)

(Tony Dublino) - Presentation by Tony Dublino regarding results of public outreach relating to grazing at Conway/Mattly Ranch, and request for direction on finalization of draft Strategic Facility Plan and possible future grazing lease.

**Recommended Action:** Receive staff presentation and: (1) Direct staff to discontinue efforts to prepare a comprehensive SFP for Conway/Mattly Ranch (yes/no); and (2) take one or more of the following actions: (A) Prepare, publish and post a Request for Proposals for sheep grazing on Conway and Mattly Ranches for a period of 10 years and present the results to the Board for consideration, further direction, and initiation of environmental review; (B) Prepare, publish and post a Request for Proposals for sheep grazing on Conway Ranch (east of Hwy. 395) only, for a period of 10 years and present the results to the Board for consideration, further direction, and initiation of environmental review; (C) Prepare, publish and post a Request for Proposals for livestock grazing on Conway and/or Mattly Ranches for a period of 10 years and present the results to the Board for consideration, further direction, and initiation of environmental review; (D) Do nothing at this time, provide additional direction to staff.

**Fiscal Impact:** None at this time.

**ADJOURN**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 13, 2016

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Approve minutes of the Regular Meeting held on November 1, 2016.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Helen Nunn

**PHONE/EMAIL:** x5534 / hnunn@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:**

<p>Click to download</p> <p> <a href="#">Draft Minutes</a></p>
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**History**

Time	Who	Approval
12/1/2016 12:20 PM	County Administrative Office	Yes
12/7/2016 9:03 AM	County Counsel	Yes
12/7/2016 1:37 PM	Finance	Yes



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

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

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

**Regular Meeting  
November 1, 2016**

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<b>Flash Drive</b>	<b>#</b>
<b>Minute Orders</b>	M16-216 to M16-223
<b>Resolutions</b>	R16-74 NOT USED
<b>Ordinance</b>	ORD16-10 NOT USED

9:00 AM Meeting Called to Order by Chairman Stump.

*Supervisors Present: Alpers, Corless, Fesko, Johnston, and Stump.  
Supervisors Absent: None.*

*Break: 10:22 a.m.  
Reconvene: 10:34 a.m.  
Closed Session: 12:35 p.m.  
Reconvene: 1:28 p.m.  
Adjourn: 1:32 p.m.*

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

Pledge of Allegiance led by County Clerk Bob Musil.

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

**Jay Hall:**

- New Environmental Director with Bridgeport Indian Colony, here to introduce himself.

**Note:**

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

2. APPROVAL OF MINUTES - NONE
3. RECOGNITIONS - NONE
4. **BOARD MEMBER REPORTS**

**Supervisor Alpers:**

- 10/20 - Attended the Mono First 5 meeting in Mammoth Lakes  
Program updates:
  - Completed kindergarten readiness assessments. 50% of incoming kindergartners were school ready. Hope to improve on this. Last year was only 37%.
  - Conducted oral health visits and all the pre-school and child cares across Mono County.
  - Working on child care quality by supporting child care providers by doing developmental screenings. Determining possible special needs for some kids.
- 10/21 - Attended ESTA meeting in Bishop  
Meeting highlights:
  - Approved Amendment No. 4 to contract with MMSA for operation of transit service for the 2016-17 winter season. Same terms and conditions as last year. Encompasses nearly 11,000 service hours and an annual cost of \$1,022,356.00.Discussed proposed service changes in Mammoth Lakes, which are designed to improve safety and efficiency.
  - a. Purple Line route modification to address safety of entering/exiting Main Street.
  - b. Blue Line and Trolley route modification to provide service to new parking lot on Hillside (next to Westin)
  - c. Relocate Regional Route bus stop from McDonald's to Vons.
  - d. Possibly modify Town Trolley route to address the evening service gap along the "Meridian Corridor". This item will require additional funding from the Town and has not yet been determined.A recap of the June Lake Summer Shuttle service was provided, which identified that ridership was disappointing. A total of 405 trips were provided over the 72 day operating season from June 25 through Labor Day (5.63 trips per day; 0.7 trips per service hour). John Helm will present a recap to the June Lake CAC in December and discuss continuation options with the community.

**Supervisor Corless:**

- 10/24: YARTS JPA: Successful summer season (July-Sept) on the 120 east route: ridership up nearly 30% in July, 45% in August, 85% in September; overall, visitor ridership was up on all routes, while employee ridership decreased due to some communication issues with the park and concessionaire. There were larger numbers of missed runs on other routes (none on 120 east) that management and the service provider were working to address. Fresno/Hwy 41 route has gone to summer only service; better news: YARTS has begun an online reservation system pilot program on 140—a much-requested service, in just a week they had over 100 reservations. Approved master and supplemental agreements with Caltrans, and approved a one-year service contract extension with VIA Adventures.
- 10/25: Attended Tourism, Economic Development and Film Commission Meeting, heard the annual PR recap—impressive numbers: 64 pieces of media coverage, 1.29 million views, 526,000 social shares, 4.72 million circulation (print). Great discussion with commissioners, appreciate their dedication and insight.
- 10/26: Hosted Community Conversation, along with Town Councilmember John Wentworth—great turnout, over 50 people came to discuss the impacts of tourism. We spent two hours identifying “problems” that come with increased visitation, and discussed solutions—including the need for education and stewardship about public lands, parking, transportation, housing, and long lines at Vons. We’ll be talking more about this at our upcoming joint meeting with council. Many thanks to Jeff Simpson for presenting information about Mono County Tourism and John Urdi for giving an update about Mammoth Lakes

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- Tourism; thanks to Supervisor Fesko for attending.
- 10/27: Collaborative Planning Team
  - A few highlights: Adrienne Thatcher/Bridgeport Ranger District announced job openings for an avalanche forecaster and snowmobile patrol; Eastern Sierra Wildlife Collision Reduction Study—Tim Taylor (CA Dept of Fish and Wildlife) and Corey Freeman (Caltrans) presented the report that outlines several concepts for reducing wildlife/vehicle collisions in the study area in the southern part of the county between Crowley and Mammoth Lakes. Mentioned to Tim Taylor interest in helping to start/support a collaborate effort to seek funding for projects—CPT could play a role in this. Report on Critical Habitat Designation for SN Yellow Legged Frog and Yosemite Toad, and High Mountain Lakes Project to restore frog populations—as Wendy Sugimura reported, no impact to our biggest fisheries, great impact to bring back frogs with much care given to maintain popular backcountry fishing areas.
- CPUC meeting—approved Inyo Mono Broadband Consortium grant application.
- 10/28: Participated in Mammoth Hospital’s strategic plan conference—great overview of how hospital departments are working to meet goals in a changing healthcare environment, and a look at the master facility plan slated for 2030 completion. Many thanks to Hospital CEO Gary Myers for the invitation.
- Tonight: Firesafe Council meeting tonight, 5pm at ML fire station.

**Supervisor Fesko:**

- October 19<sup>th</sup> – I had the honor to have lunch and speak at the Mammoth Lakes Lions lunch at Rafters. The concerns and questions were varied and very much welcomed. And of course the food was great at Rafters!
- October 20<sup>th</sup> – Bridgeport RPAC. There was discussion on the Bridgeport Public Utility Districts fee increase due to Arsenic treatment. A new treatment plant will be built using grant funds but costs will be increasing over the next few years. This fee increase will affect the County facilities in Bridgeport. If we have not already budgeted for these increases, we should soon. A brief discussion about expanding the hours at the Bridgeport gun range took place, this most likely will come to our Board for a public discussion and possible letter requesting expanded hours, more information to follow. And an update on the County’s Thermal Biomass project out at the County Road Shop by our very own Wendy.
- October 26<sup>th</sup> – Community Meeting in Mammoth. I attended a meeting sponsored by Supervisor Corless and Councilman Wentworth. This was a standing room only crowd. There was good discussion on perceived problems mainly by having so many tourists come into town. Solutions were presented by folks. Supervisor Corless will be compiling the information and I look forward to seeing the compiled information.
- October 28<sup>th</sup> – Highway 108 Truck Restriction update. As of Friday 28<sup>th</sup>, Tom Hallenbeck has reported that he has now signed off on the Hwy 108 Truck Restriction and that it is now headed to the Directors’ office for his approval. He will report back to me when it is executed.
- October 30<sup>th</sup> – I attended the Antelope Valley School’s “Halloween Fest”. There were at least 150 people in attendance and the kids, and some adults, dressed up for a couple of hours of games, food and a Trick or Treat candy fest. This was a fun time for all those that attended.
- November 3<sup>rd</sup> – Antelope Valley RPAC, this RPAC will be making a slight modification to their Bylaws and will be choosing terms. Both of which is to come into compliance with this Boards changes to the RPACs Rules and Procedures. The Bylaws changes will be coming back to our Board for approval.
- Red’s Meadow Road has been closed for the season.

**Supervisor Johnston:**

- Attended the Town Council / Mammoth Lakes Housing workshop. The Town is meeting more frequently with it’s non-governmental organizations. Housing is one of the primary needs in the area and there was considerable discussion of how to proceed with obtaining affordable housing. Right now, the Town has defunded by about 40% the voter approved one percent of TOT that was designated for affordable housing.
- Have been working over the past several days in getting ready for the annual Trails Halloween festivities. The streets were closed and there were probably a 1000 people that

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- came through the subdivision and about 400 came through our haunted house.
- Did some politicking over the past few weeks encouraging people to vote in the forthcoming election. Voter turnout is usually quite good in Mono County and hopefully this will be the case next Tuesday.

**Supervisor Stump:**

- 10-19 : Attended Tri Valley Water Commission. Received a presentation from the State Department of Water Resources. Lots of uncertainty for the area farmers about the future
- 10-25 : Attended CSA 1. Projects, including the Skate Park moving forward.

## 5. COUNTY ADMINISTRATIVE OFFICE

**Leslie Chapman:**

- Continue work on ongoing projects – South County Offices, collective bargaining, software implementation and Bridgeport Clinic/Inmate medical.
- 10/24 – Marijuana meeting with County Counsel, Finance and Planning. More on this is forthcoming after the election.
- 10/26 & 27 – Coffee with the CAO. We started with “Rumor Busters” we put new rumors on the table then debunk by declaring them true, false or partially true. Then we had robust discussions about south county offices. The feedback was informative and good arguments were presented for both the Sierra Center Mall and new government center options.

## 6. DEPARTMENT/COMMISSION REPORTS

**Bob Musil, County Clerk:**

- 6,505 registered voters as of this morning, compared with approximately 5,800 in June. CA State reported over 500,000 new registered voters in the last 48 hours before the deadline to register to vote on October 24, 2016, 297,000 in the last 24 hours. Roughly 25% of all Vote-by-Mail ballots issued in Mono County have already been returned.
- Two issues, both involve the Post Office. Concern that returned ballots were being returned to voter if not enough postage, which is not the case. Some people were delayed in getting their ballots, many still have not received their sample ballots. Post Office said they routed some elections mail incorrectly and they are taking steps to correct this and prevent it from happening again.

**Gerald Frank, Tax Collector:**

- Tax sale: timeshares sales are on schedule, start Friday. Real property, a clerical error was found and those sales have been postponed. This is to protect all parties. All errors have been corrected and the sale is rescheduled.

**Janet Dutcher:**

- Attended the housing workshop in Mammoth, first time homebuyer program update. This program has been here since 2005, financed through the Federal Govt. loans are 3%, 30 years loans, deferred, allows someone to buy a home here that normally would not be able to afford it. Two loans have been funded this year; another one in the works. Good program; we are trying to keep this going.
- Last June, we filed an application with Moody’s for a credit rating. Mono County has been assigned an AA rating. Second highest rating means high quality, low risk. November 15<sup>th</sup> agenda item to give the Board more information on this process.
- Will be heading to Monterey for a conference of State Auditors and Controllers in CA.

**Joe Blanchard:**

- Memorial Hall project is complete, still need state inspection on elevator.
- Overview on numerous Parks projects
- Biomass boiler project has made major headway, inspections and training scheduled for the first of the year. Encourages everyone to visit the job site.

**Note:**

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**Sheriff Braun:**

- When she last spoke, we had just lost 5 people in June Lake. We did a tactical and emotional debriefing yesterday, thank you to Frank Frievault of Mammoth Lakes FD for setting it up, June Lake FD for hosting it, and Robin Roberts for the emotional support side of it.

**7. CONSENT AGENDA**

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

**A. Amendment to Department of Health Care Services Contract with Mono County Behavioral Health**

Departments: Behavioral Health

Amend contract with California Department of Health Care Services (DHCS) pertaining to Fiscal Years 2014/2015 through 2016/2017 for Substance Use Services. This amendment was generated by and is required by DHCS.

**Action:** Approve amended changes directed by DHCS and authorize the Behavioral Health Director to execute said contract on behalf of the County. Provide any desired direction to staff.

**Fesko moved; Corless seconded**

**Vote: 5 yes; 0 no**

**M16-216**

**B. Re-Appointment to Mono County Child Care Council**

Departments: Clerk of the Board

Re-appointment of Molly DesBaillets to the Mono County Child Care Council for a term of two years beginning 11/01/16 and expiring 10/31/18. This item is sponsored by Supervisor Corless.

**Action:** Reappoint Molly DesBaillets to the Mono County Child Care Council, with a term expiring 10/31/18.

**Fesko moved; Corless seconded**

**Vote: 5 yes; 0 no**

**M16-217**

**C. Treasury Transaction Report for the Quarter Ending 9/30/2016**

Departments: Finance

Treasury Transaction Report for the Quarter ending 9/30/2016  
This item was moved to the Regular Agenda.

**Action:** Approve the Treasury Transaction Report for the Quarter ending 9/30/2016

**No vote was taken on this item; this item will be placed on a future agenda for a vote.**

**Note:**

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Leslie Chapman asked this item be pulled and placed on Regular agenda.

**Gerald Frank:**

- Went through the report as included in the packet.

**Janet Dutcher;**

- Thank you to Gerald for his financial management and stewardship.

**8. CORRESPONDENCE RECEIVED**

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

**A. Letter from CHP re: SR-89 North of 395**

Departments: Clerk of the Board

Correspondence dated October 18, 2016 from the California Highway Patrol regarding the SR-89 North of US-395, Proposition 65 Notice

**B. Thank You Note from Julie Rhodes**

Departments: Clerk of the Board

Thank you note from Julie Rhodes.

**9. REGULAR AGENDA - MORNING**

**A. Contract for Custodial, Snow Removal, Community Center, and Campground Management Services**

Departments: Public Works

(Joe Blanchard) - Proposed contract with Baxter's pertaining to Custodial, Snow Removal, Community Center, and Campground Management Services.

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

**Fesko moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M16-218**

**Joe Blanchard:**

- Went through his staff report for the Board.
- He will follow up with Tony regarding the recycling.

**Supervisor Corless:**

- Would really like to see us moving forward with the recycling issues.

**B. Agreement for Architectural and Related Services in Connection with Jail**

**Note:**

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

## **Improvements Project**

Departments: Sheriff, Public Works

(Garrett Higerd and Peter Chapman) - Proposed contract with Nacht & Lewis Architects for jail needs assessment and grant application services in connection with Mono County Jail Improvements Project.

**Action:** Approve, and authorize the Public Works Director to execute and administer, a professional services agreement with Nacht & Lewis of Sacramento, California to prepare a jail needs assessment and assist with the preparation of an application for state lease-revenue bond funding for jail improvements. This authorization shall include making minor amendments to said agreement from time to time as the Public Works Director may deem necessary, provided such amendments do not substantially alter the scope of work or budget and are approved as to form and legality by County Counsel.

**Johnston moved; Corless seconded**

**Vote: 5 yes; 0 no**

**M16-219**

### **Garrett Higerd:**

- Follow up from Aug 2<sup>nd</sup> meeting. We received two responses to request for qualifications, followed up with phone interviews. This scope of work has been negotiated with them to get us through the next round of revenue bonds just passed in June. \$203k has been earmarked for this process, we have about a 5% match required which gives us approximately a \$4m project possibility. If above that, we need to look into other financing option.
- A previous needs assessment was done in 2010/2011, it focused on capacity of jail, number of beds/population, mainly addressed overcrowding. That is not our issue any longer. It will be used, but we are not duplicating it.
- It looks like a renovation of existing jail is going to be very expensive, thinks the solutions will include a separate structure, could be connected via breezeway.

### **Supervisor Fesko:**

- A jail needs assessment was done several years ago. Is this in addition to that, or are we starting all over?

### **Supervisor Johnston:**

- Asked about alternatives and whether other facilities may be needed.

### **Leslie Chapman:**

- Representing finance director. Looking at actual grant requirements, we think the architectural could be used as part of match, may need to be reimbursed. Still looking at whether financing ourselves is a better option, depending on the requirements of the grant.

## **C. Pavement Management System Workshop**

Departments: Public Works

(Garrett Higerd and Paul Roten) - Workshop on the overall condition of the Mono County paved road network, historic funding availability and approaches to road projects, and strategies to maintain the paved road network in the most sustainable ways possible.

**Action:** Receive staff report regarding the Pavement Management Workshop. Discuss Pavement Management System. Provide any desired direction to staff.

### **Note:**

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

**Paul Roten / Garrett Higerd:**

- Went through the Power Point presentation.

General Board Discussion about the presentation, support for current programs, the need to look at costs / benefits of paved vs. grindings vs. gravel roads within the county.

**Leslie Chapman:**

- To summarize, as the budget was developed in 15/16, the road fund was in trouble so we needed to reduce our local road budget. The general fund also contributed monies. During the year, the full State cut didn't happen, so we built up the general fund balance. We treated this year the same way. At the last minute, we agreed to an additional \$250k for road maintenance.

**D. June Lake Citizens Advisory Committee Appointment and Bylaw Ratification**

Departments: Community Development; Board of Supervisors

(Scott Burns) - Appointment to, and ratification of operating procedures for, the June Lake Citizens Advisory Committee.

**Action:** 1. Appoint Julie Brown to the June Lake Citizens Advisory Committee (CAC) with term expiring 12.31.18, as recommended by Supervisor Alpers; and 2. Ratify the June Lake CAC Operating Procedures, with the amendment of "will" changed to "may" where it discusses the use of Robert's Rules of Order.

**Alpers moved; Johnston seconded**

**Vote: 5 yes; 0 no**

**M16-220**

**Scott Burns:**

- This is the Citizens Advisory Committee seat vacated by Carl Williams. Second item is to ratify the JL CAC operating procedures.

**Supervisor Alpers;**

- Has met with Julie Brown several times, highly respected in JL, wants to get involved and is very interested in serving. Feels she would be an outstanding member of the CAC.
- The CAC Operating procedures have been thoroughly vetted.

**Supervisor Fesko:**

- There have been issues in Antelope Valley re: Roberts Rules of Order

**Stacey Simon:**

- Roberts Rules of Order are very archaic, difficult to understand and follow. Perhaps add a caveat to endeavor to comply with.

**E. Conflict Waiver for County Counsel Assistance to Special Districts**

Departments: County Counsel

(Steve Kerins) - Conflict-of-interest waiver regarding representation of special districts by County Counsel's office pursuant to California Rules of Professional Conduct, Rule 3-310.

**Action:** Consider, approve, and authorize Chair to sign proposed conflict-of-interest waiver; provide any desired direction to staff.

**Corless moved; Fesko seconded**

**Vote: 5 yes; 0 no**

**Note:**

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

**M16-221**

**Steve Kerins:**

- Housekeeping item for the County Counsel department. Recap: CC is the primary legal advisor to County and the Board, also represents various special districts. Many use the CC services as needed. Asking the Board authorize the practice that has been already authorized, to include keeping information confidential and using County resources to assist these special districts. Acknowledgement of a potential conflict with the Tri Valley Groundwater Management District.

**F. Letters to Inyo National Forest and SCE re: Infrastructure Repair and Maintenance in the Mono Basin**

Departments: CAO

(Leslie Chapman) - (1) Letter to Inyo National Forest requesting expedited permitting for the replacement and/or repair of damaged power poles and equipment between Lundy Canyon and Lee Vining by Southern California Edison (SCE) and enhanced enforcement of defensible space requirements surrounding SCE infrastructure on Forest Service Lands. (2) Letter to SCE recognizing recent and ongoing efforts to address infrastructure replacement and repair in the Mono Basin and requesting that additional work be done to diagnose arcing activity on Lundy Canyon to Lee Vining line and to create and maintain defensible space.

**Action:** Approve and authorize Chair to sign proposed letters.

**Alpers moved; Johnston seconded**

**Vote: 5 yes; 0 no**

**M16-222**

**Leslie Chapman:**

- Just the next step in the process. Aging power lines have been a concern for awhile in the community areas of Lundy Canyon, Lee Vining, and Mono Basin.

**Stacey Simon:**

- Made a freedom of information act to the forest service for permits allowed there, which came in on Friday. Letter has now been slightly updated.
- The forest service seems to take a position that it is not responsible for enforcing defensible spaces with SCE.

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

*No one spoke.*

**11. CLOSED SESSION at 12:35 p.m.**

**A. Closed Session--Human Resources**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, and Dave Butters. 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

**Note:**

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

(DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

**B. Closed Session - Exposure to Litigation**

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one. Facts and Circumstances: Steve Searles claim for damages (claim number CL16-02).

**C. Closed Session - Workers Compensation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. Name of case: Worker's compensation claim of Michael Hallum.

**D. Closed Session - Initiation of Litigation**

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

**REPORT OUT OF CLOSED SESSION:**

- A. Nothing to report
- B. Nothing to report
- C. In closed session, the Board considered Claim for Damages number CL16-02, submitted on behalf of Steve Searles against the County of Mono, alleging certain damages arising out of a medical procedure. The Board will address a response to this claim in open session this afternoon.
- D. Nothing to report
- E. Nothing to report

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

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

*No one spoke.*

**13. REGULAR AGENDA - AFTERNOON**

**A. Claim for Damages (Searles)**

Departments: Risk Management; County Counsel

(Steve Kerins) - Board consideration of claim submitted by Steve Searles (claim number CL16-02) under Government Claims Act.

**Note:**

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

**Action:** Consider and reject Mr. Searles' claim and direct staff to notify claimant's attorneys of Board action; provide any additional desired direction to staff.

**Johnston moved; Fesko seconded**

**Vote: 5 yes; 0 no**

**M16-223**

**Steve Kerins:**

- Appears that Mr. Searles' claim was submitted to the incorrect public agency.

**ADJOURN 1:32 p.m.**

**ATTEST**

---

**FRED STUMP  
CHAIRMAN OF THE BOARD**

---

**HELEN NUNN  
SR. DEPUTY CLERK OF THE BOARD**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 13, 2016

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Approve minutes of the Regular Meeting held on November 8, 2016.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Helen Nunn

**PHONE/EMAIL:** x5534 / hnunn@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:**

<p>Click to download</p> <p> <a href="#">Draft Minutes</a></p>
--

**History**

Time	Who	Approval
12/7/2016 6:51 PM	County Administrative Office	Yes
12/7/2016 8:39 PM	County Counsel	Yes
12/7/2016 1:32 PM	Finance	Yes





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

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

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

Regular Meeting  
November 8, 2016

Flash Drive	#
Minute Orders	M16-224 to M16-229
Resolutions	R16-74 to R16-76
Ordinance	ORD16-10 NOT USED

9:00 AM Meeting Called to Order by Chairman Stump.

*Supervisors Present: Alpers, Corless, Fesko, Johnston, and Stump.  
Supervisors Absent: None.*

*Break: 10:03 a.m.  
Reconvene: 10:13 a.m.  
Closed Session: 11:35 a.m.  
Adjourn: 1:50 p.m.*

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

Pledge of Allegiance led by Brianna Brown.

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

*No one spoke.*

**2. APPROVAL OF MINUTES - NONE**

**Note:**

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

### **3. RECOGNITIONS - NONE**

### **4. BOARD MEMBER REPORTS**

#### **Supervisor Alpers:**

- Nov 1 was the June Lake CAC meeting. A big thank you to Supervisor Johnston for subbing for him and giving the report there. He had received invitations to attend the CIF girls' volleyball playoff game in Mammoth on the same night. He saw lots of folks he hasn't seen since his campaign for Supervisor.

#### **Supervisor Corless:**

- CPUC approved Inyo-Mono Broadband Consortium CASF grant application on 10/27,
- Fire Safe Council 11/1: sent a comment letter in support of Inyo NF fuels reduction, worked on bylaws
- Met with Kathy Copeland/Disabled Sports Eastern Sierra to get an update on the Wounded Warrior Center project underway in Mammoth, asked her to present to the board early next year
- South County facilities meeting, update from staff regarding this high priority project to determine Mammoth office facilities.

#### **Supervisor Fesko:**

- Nov 1, attended AV Northern Mono Chamber of Commerce meeting where they discussed the Kite Festival. This was the first year and they had a great turnout. Looking at making this an annual event.
- Nov 2 was the Fisheries Commission meeting in June Lake. There was discussion around diploids and triploids in the Walker River, Bridgeport, and Crowley. The Bridgeport Fish Enhancement Foundation has done diploid browns, and it may be possible to do diploid rainbows here in Mono County.
- Nov 3 was the AV RPAC where they made changes to their Roberts' Rules of Order, by-laws, and terms as suggested by our Board. A new appointment will be coming back to this Board on Dec 5.

#### **Supervisor Johnston:**

- Attended the IMACA Board meeting in Bishop on November 2nd. We appointed some new members to the Board, reviewed the auditor's report which was very good, i.e., no findings. Of note is work toward adding 70 affordable housing units utilizing HCD financing sources.
- Also attended the Mammoth Lakes Housing Board meeting. There was another auditors report and no findings were reported which was ideal. Discussion included the use of shipping containers and tiny homes as potential affordable housing. The shady rest parcel potential affordable housing was also discussed.
- Attended the June Lake CAC in place of Supervisor Alpers. I reported on the Board's recent actions and the forthcoming preparations for the November 8th election; noted the increase in voter registration for this election compared with the June election. Also participated in the discussion of transient rental permitting options.
- Invited all to the Great Basin Unified Air Pollution Control District meeting this Thursday, November 10th at 10 AM. There is a Forest and Air workshop/symposium including subjects of Tree Mortality, Air Quality and Smoke Transport, and the State of the Sierra Nevada Forests among other topics.
- CSAC notes: The annual meeting of CSAC is being held at the end of the month. Asked staff to see if we have responded to AB 2188, the Expedited Solar Permitting Act- a survey via Survey Monkey is being requested to be completed by November 18th. There is also a CSAC webinar entitled "The Future of First 5-Expanding Early Childhood Systems" on November 16th at 1 PM.

#### **Supervisor Stump:**

- 11-2 : Attended the Regional Meeting to discuss TROD will South County Communities. Those present approved the format of the revised rules. Some gray areas were pointed out with recommendations to clarify. Wendy also gave an update on Sierra amphibians.

#### **Note:**

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

- 11-3 : Attended the Eastern Sierra Area Agency on Aging meeting. Mono County Senior Program received a little over \$3000 in one time money from the State. The Advisory Committee placed the money in the senior meal program. The worst part of the meeting was that the remote meeting equipment in South County would not work correctly. The BOS Room in South County would not work at all and the CAO Conference Room connection to the Walker Senior Center was marginal. Thanks to Greg Newbry for attempting to make it work. Greg ID'd the problem as being on the South end. We may want to consider replacing the equipment given all the meetings that can be conducted via teleconference. I think it is worth doing even if the Board meetings move to Suite Z.
- A thank you to Wayne Hutton of Hammil Valley for his 27 years of service on the Tri Valley Water Commission. Wayne's term is up at the end of this month and he will not seek reappointment.
- AQMD Smoke Workshop is this Thursday at 10:00 in Suite Z.
- Veterans Day is Friday.

## 5. COUNTY ADMINISTRATIVE OFFICE

### **Leslie Chapman:**

- She has lots of ongoing projects, including new software implementation, South County offices, and collective bargaining.
- Today is her favorite day, she loves to vote. She is excited to volunteer and transport ballots today.

## 6. DEPARTMENT/COMMISSION REPORTS

### **Bob Musil:**

- Team effort putting this election together. His staff was out all day yesterday setting up , thanks to everyone, and poll workers giving up their days as well
- 4,215 Vote by Mail ballots have been sent out, 60% have been returned. 39% of all voters in Mono have cast their ballots. All precincts are open and operational. Will be visiting post offices and precincts throughout the day to pick up ballots. Hope to have preliminary results by midnight. VBM will still be coming in through the 14<sup>th</sup> and they will be counted and validated. Those who wish to observe, we will start feeding ballots through machines about 1 pm today. Nothing posted before 8 pm, but we will post as results come in from the precincts.

### **Tony Dublino:**

- Last week, we renewed Don Baxter's contract and there was discussion regarding the recycling portion of that. There is money in the budget to expand the recycling efforts, which will be in place probably this winter and into spring. Passed out a handout showing the recycling plan.
- A 40 yard roll off container has been purchased to transport the chips for the biomass boiler.
- Has started the final plan for the Benton crossing landfill closing.
- Pumice solid waste permit has been issued.

## 7. CONSENT AGENDA

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

### **A. Resolution re: Industrial Disability of Michael Hallum**

#### **Note:**

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

Departments: Risk Management

Proposed resolution determining that Michael Hallum is not eligible for industrial disability retirement.

**Action:** Adopt proposed resolution determining that Michael Hallum is not eligible for industrial disability retirement.

**Fesko moved; Corless seconded**

**Vote: 5 yes; 0 no**

**R16-74**

**B. In-Home Supportive Services Public Authority/ Non-Profit Consortium Rate Change Request**

Departments: Social Services

Approval of In-Home Supportive Services (IHSS) Public Authority/Non-Profit Consortium Rate Change Request associated with an increase in the minimum wage and a decrease in administrative costs.

**Action:** Approve the proposed In-Home Supportive Services Public Authority/Non-Profit Consortium (PA/NPC) Rate Change Request and associated change in administrative costs.

**Fesko moved; Corless seconded**

**Vote: 5 yes; 0 no**

**M16-224**

**C. Employment Agreement for Parks and Facilities Superintendent**

Departments: Human Resources

Proposed resolution approving a contract with Joe Blanchard as Parks and Facilities Superintendent, and prescribing the compensation, appointment and conditions of said employment.

**Action:** Approve Resolution #R16-75, approving a contract with Joe Blanchard as Parks and Facilities Superintendent, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fesko moved; Corless seconded**

**Vote: 5 yes; 0 no**

**R16-75**

**D. Treasury Transaction Report for the Quarter Ending 9/30/2016**

Treasury Transaction Report for the Quarter ending 9/30/2016

**Action:** Approve the Treasury Transaction Report for the Quarter ending 9/30/2016

**Fesko moved; Corless seconded**

**Vote: 5 yes; 0 no**

**Note:**

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

**M16-225**

**8. CORRESPONDENCE RECEIVED**

**A. Agricultural Commissioner's Monthly Update**

Departments: CAO

Agriculture Commissioner's Report for November 2016

\*\*\*\*\*

**9. REGULAR AGENDA - MORNING**

**A. 7th and 8th Grade Project Proposal**

Departments: CAO

(Brianna Brown and Students) - Visitor Center Service Learning Project for Bridgeport Elementary School 7th/8th Grade Class

**Action:** 1. Receive presentation by Brianna Brown and her 7th and 8th grade students on project ideas and support needed to begin the work on the Bridgeport Visitor Center. 2. Consider supporting and provide direction to staff for help with updating and maintaining Bridgeport Visitor Center.

**John Peters:**

- As School Board Trustee for area 2, he has had the privilege of working with and interacting with these students, faculty, and staff.

**Brianna Brown:**

- Thank you to Leslie for allowing us to present here today. Thank you to John Peters for supporting this. One goal is to give more than we take from the community. We need to bring tourism here year round.
- Three students introduced themselves: Eric Serra, Irvin Gonzales, and Carly Pemberton.
- Presented the power point.
- An earth cache is like a geocache. It gives you GPS coordinates, like a treasure /scavenger hunt of sorts. We can put coordinates on the website, bring people to the facility to check in and go find places of historical value.
- The biggest support needed from the County at this time is the technology, such as internet and charging stations, making sure the wiring in the building can handle that. A new TV, preferably a flat screen. Painting. A lot of the work will be done by the students. Working with other resources for donations, possibly places that remodel often.
- Goal is after Thanksgiving is to start working on the interior renovations, then see what they need and come back with a budget. Goal is to have a grand re-opening in the spring.

**Supervisor Fesko:**

- Thinks it's a great idea. If that center was on Main St, we'd see more people. Signage needs to be improved. That building is scheduled for painting in 2017 through public works.

**Supervisor Corless:**

- Fully supports this project. She thinks it's nice finding a way to promote tourism in your town, hopes they can work with our tourism department too. You are the Bridgeport experts, people want to know what you know about this town.

**Supervisor Johnston:**

**Note:**

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

- Would like to see things done with ecotourism also.

**Joe Blanchard:**

- Very exciting, Public Works is also on board with this. Looks forward to working with the class.

**Alicia Vennos:**

- Thank you to the class, wonderful presentation, we would love to sit down with you and students and talk about marketing and tourism opportunities. Lots of ways we can get the message out about it.

**Janet Dutcher:**

- We have a few pockets of money, some is already earmarked. First step is to prepare a budget so we can find some dollars to fund it.

**Supervisor Stump:**

- Board consensus is to support this project. Need Public Works and IT involvement as well.

## **B. Review of Snow Removal Policies, Procedures and Priorities**

Departments: Public Works - Road

(Jeff Walters) - Each year the Roads Division of Public Works provides the Board of Supervisors a list of the snow removal policies, procedures and priorities for county-maintained roads.

**Action:** 1. Receive a staff report regarding current snow removal policies, procedures, and priorities. 2. Provide direction to staff regarding modification to current snow removal policies, procedures and priorities. 3. Consider and potentially adopt Resolution No. R16-76, "A Resolution of the Mono County Board of Supervisors Re-Establishing Snow Removal Policies, Procedures and Priorities for County-Maintained Roads."

**Alpers moved; Fesko seconded**

**Vote: 5 yes; 0 no**

**R16-76**

**Supervisor Fesko:**

- Would like updates through the year. Upper Twin Lakes Rd, above Buckeye, is a lower priority than the Lower Twin Lakes Rd. Board support to keep our employees safe and not take undue risk.

General Board questions about specific areas in Bridgeport and Walker/Coleville areas. Each supervisor asked questions specific to roads within their districts.

**Jeff Walters:**

- If conditions allow, we keep plowing. Small portion of Mule Deer in Walker is still plowed to retain access to senior center, paramedics. Similar in Benton, plows keep plowing, it wouldn't be fair to skip a portion of a connecting road.
- No issue with moving staff around to accommodate where staff is more needed, depending on storms.

## **C. Ordinance Providing for Biweekly Pay Periods**

Departments: CAO, Finance, Human Resources

(Leslie Chapman) - Proposed ordinance providing for biweekly (every two weeks) pay periods.

**Action:** Introduce, read title, and waive further reading of proposed ordinance.

**Note:**

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

Provide any desired direction to staff.

**Johnston moved; Corless seconded**

**Vote: 5 yes; 0 no**

**M16-226**

**Leslie Chapman:**

- Thank you to Dave for his outreach to the departments, feels the sentiment has shifted to acceptance.
- Meet and confer means we meet with the union reps, explain the process. Had a large bargaining meeting with the union rep, Q and A session, union gave their okay.

**Supervisor Fesko:**

- Heard a lot of concerns initially by employees. Please explain the meet and confer process. Some employees feel left out of union process.

**D. Contract with Bauer Planning & Environmental Services for the Provision of Consulting Services**

Departments: Community Development Department

(Scott Burns) - Proposed contract with Bauer Planning & Environmental Services pertaining to the Tioga Inn Specific Plan Update and Subsequent Environmental Impact Report.

**Action:** Approve County entry into proposed contract for a not-to-exceed amount of \$106,850 and authorize CAO Leslie Chapman, to execute said contract on behalf of the County. Provide any desired direction to staff.

**Alpers moved; Johnston seconded**

**Vote: 5 yes; 0 no**

**M16-227**

**E. Restructure to Restore Parity for the County Attorney Positions**

Departments: District Attorney

(Tim Kendall) - Restructure to restore parity for the County Attorney positions, "Professional Class," Establishes parity between the Attorney positions with the District Attorney's Office to the Attorney Positions within the County Counsel's Office.

**Action:** Approval of the salary restructure to restore parity in the County Attorney positions class.

**Corless moved; Fesko seconded**

**Vote: 5 yes; 0 no**

**M16-228**

**Leslie Chapman:**

- Checked with other counties, found most counties pay attorneys across departments on the same scale. Good to restore parity and morale among employees. Spoke with Tim Kendall, he does have some scattered savings within his department to help this funding. May need some contingency funds.
- This is specifically targeted towards correcting the inequity among our employees. A spot check of salaries shows we aren't way out of line, but the salary survey will bring a

**Note:**

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

- recommendation separate from this one.
- Economic stabilization fund was created to buffer for these reorganizations.
- Verified that there was parity in 2007 per a resolution.

**F. Appointment of Jordyn Pinochi to Antelope Valley RPAC**

Departments: Supervisor Tim Fesko and CDD

(Gerry Le Francois) - Antelope Valley Regional Planning Advisory Committee appointment.

**Action:** Appoint Jordyn Pinochi to the Antelope Valley Regional Planning Advisory Committee with a term to expire November, 2018. .

**Fesko moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M16-229**

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

*No one spoke.*

**11. CLOSED SESSION at 11:35 a.m.**

**A. Closed Session--Human Resources**

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

**B. Closed Session - Exposure to Litigation**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: One (1).

**ADJOURN in memory of Josef Frisch, father of Debra VandeBrake, at 1:50 p.m.**

**ATTEST**

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**Note:**

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



**FRED STUMP  
CHAIRMAN OF THE BOARD**

---

**HELEN NUNN  
SR. DEPUTY CLERK OF THE BOARD**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 13, 2016

**Departments: Social Services**

**TIME REQUIRED**

**SUBJECT** Agreement with Inyo County for  
Senior Services

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Contract with Inyo County for provision of community-based senior services for the period July 1, 2016 - June 30, 2020.

---

### RECOMMENDED ACTION:

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

---

### FISCAL IMPACT:

The total contract amount for the four-year period of July 1, 2016 through June 30, 2020 is approximately \$393,878; the fiscal year 2016-17 allocation and one-time-only funds are \$101,459; the allocation amount to be reimbursed would be approximately \$97,473 for each remaining fiscal year.

---

**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:**  
Kathy Peterson

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Staff Report](#)

[Attachment 1](#)

[Attachment 2](#)

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
12/7/2016 12:46 PM	County Administrative Office	Yes
11/29/2016 11:06 AM	County Counsel	Yes
12/7/2016 6:41 PM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON, MPH  
Director

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

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



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director *KPB*

Date: December 13, 2016

Re: Contract with Inyo County for provision of community-based senior services for the period July 1, 2016 through June 30, 2020.

**Recommended Action:**

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

**Fiscal Impact:**

The total contract amount for the four-year period of July 1, 2016 through June 30, 2020 is approximately \$393,878; the fiscal year 2016-17 allocation and one-time-only funds are \$101,459; the allocation amount to be reimbursed would be approximately \$97,473 for each remaining fiscal year.

**Discussion:**

The proposed contract between Inyo and Mono Counties is to provide revenues for the continuation of community-based senior services in Mono County. The previous contract between our two counties expired on June 30, 2016. Under this contract, Mono County will provide home-delivered meals, congregate meals, transportation and assisted transportation in accordance with the requirements of the Older Americans Act and applicable Federal and State regulatory standards as outlined in the attached Standard Agreement for Contract #AP-1617-16 with the State of California and California Department of Aging.

The total annual budget for the Senior Services program in Mono County is \$346,068 for fiscal year 2015-16. The Eastern Sierra Area Agency on Aging revenues received via this contract with Inyo County pays for a portion of the annual program expenses. The remainder of the annual funding for Mono County comes from a variety of sources, including Mono County general funds (budgeted at \$186,595 in FY 2016-17).

**Background:**

The California Department of Aging (CDA) administers programs that serve older adults, adults with disabilities, family caregivers, and residents in long-term care facilities throughout the State. The Department administers funds allocated under the federal Older Americans Act and the Older Californians Act.

CDA contracts with the network of Area Agencies on Aging, who directly manage a wide array of federal and state-funded services that help older adults to live as independently as possible in the community; promote healthy aging and community involvement; and assist family members in their vital care giving role.

The Area Agency on Aging in our region is ESAAA (Eastern Sierra Area Agency on Aging), which encompasses both Inyo and Mono counties. ESAAA is governed by the Inyo County Board of Supervisors, who has designated the Inyo County Department of Health and Human Services (HHS) to administer the ESAAA services. HHS oversees a contract with the County of Mono through which Department of Social Services employees serve Mono County seniors.

The following services are provided through ESAAA to seniors, age 60 or older and caregivers: information and assistance; telephone reassurance; Family Caregiver Support Program; congregate and home delivered meals; assisted transportation and transportation (discounted bus passes); Long-Term Care Ombudsman services; and senior legal assistance.

To be eligible for services through ESAAA, an individual must be 60 years of age or older, or, for services outlined under FCSP above, an unpaid caregiver of a senior or of a person of any age as outlined above under FCSP. The Older Americans Act requires that ESAAA target low income, isolated and underserved seniors. Seniors are provided an opportunity to donate to ESAAA to help offset the cost of services, but this is a voluntary donation and a person's inability to donate will not disqualify them from services.

This agenda item falls within the following established Mono County Strategic Direction: Understand & Address Community Needs. The Senior Services program helps ensure seniors of the county have the support and assistance necessary to promote their independence, as well as their overall safety and well-being.

Please don't hesitate to call me at 760/924-1763 if you have any questions. Thank you.

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the \_\_\_\_\_ services of \_\_\_\_\_ of \_\_\_\_\_ (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 \_\_\_\_\_, whose title is: \_\_\_\_\_. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

**2. TERM.**

The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_ 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 \_\_\_\_\_ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

#### **4. WORK SCHEDULE.**

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

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

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

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

## **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

## **7. COUNTY PROPERTY.**

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

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

## **8. WORKERS' COMPENSATION.**

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

## **9. INSURANCE.**

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



**10. STATUS OF CONTRACTOR.**

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

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

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

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

**11. DEFENSE AND INDEMNIFICATION.**

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

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

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

**12. RECORDS AND AUDIT.**

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

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

**13. NONDISCRIMINATION.**

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

**14. CANCELLATION.**

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

**15. ASSIGNMENT.**

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

**16. DEFAULT.**

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

**17. WAIVER OF DEFAULT.**

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

**18. CONFIDENTIALITY.**

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

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

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

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

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

**23. AMENDMENT.**

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

**24. NOTICE.**

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

County of Inyo  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Department  
Street  
City and State

Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Name  
Street  
City and State

**25. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

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 INSURANCE REQUIREMENTS:

\_\_\_\_\_

County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** \_\_\_\_\_

**FOR THE PROVISION OF** \_\_\_\_\_ **SERVICES**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SCOPE OF WORK:**

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**

**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SCHEDULE OF FEES:**

**ATTACHMENT C  
AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_  
FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SEE ATTACHED INSURANCE PROVISIONS**



*In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7<sup>th</sup> day of June 2016 an order was duly made and entered as follows:

HHS  
ESAAA  
CDA CONTRACT

Moved by Supervisor Kingsley and seconded by Supervisor Totheroh to approve contract #AP-1617-16 with the California Department of Aging (CDA) for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), for a total amount not to exceed \$778,493 for the period of July 1, 2016 through June 30, 2017, and authorize the Chairperson to sign the Standard Agreement (STD 213) and the Contractor/Vendor Statement of Confidentiality (CDA 1024) contingent upon Board's adoption of the fiscal Year 2016-2017 Budget. Motion carried unanimously.

<b>Routing</b>
CC Purchasing Personnel Auditor CAO Other: HHS/ESAAA DATE: June 27, 2016

WITNESS my hand and the seal of said Board this 7<sup>th</sup>

Day of June, 2016



KEVIN D. CARUNCHIO  
Clerk of the Board of Supervisors

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



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**

17

- Consent    Departmental    Correspondence Action    Public Hearing  
 Scheduled Time for    Closed Session    Informational

**FROM:** HEALTH & HUMAN SERVICES, ESAAA

**FOR THE BOARD MEETING OF:** June 7, 2016

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

**DEPARTMENTAL RECOMMENDATION:**

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

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This contract is a standard State Contract with total annual funding of \$778,493, which is an increase of \$43,733 to the base allocation from prior year. This includes an increase of \$12,531 in Ombudsman; \$6,545 in Congregate Meals; \$25,091 in Home Delivered Meals; \$78 in Title IIID; \$1,382 in Title III E; \$24 Title VII; \$959 in Admin and a decrease of \$2,877 in Support Services. Acceptance of this contract ensures the receipt of federal and state funds to keep existing services going. Of the \$778,493, a portion of the funding will be allocated to Mono County to provide their services to seniors.

**ALTERNATIVES:**

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



**OTHER AGENCY INVOLVEMENT:**

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

**FINANCING:**

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

**APPROVALS**

<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>05/10/2016</u>
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>5/11/2016</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 5-19-16

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

AGREEMENT NUMBER

**AP-1617-16**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Aging

CONTRACTOR'S NAME

County of Inyo

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

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

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

Exhibit A – Scope of Work 16 page(s)

Exhibit B – Budget Detail, Payment Provisions, and Closeout 14 page(s)

Exhibit C\* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement) 32 page(s)

Exhibit D - \* Special Terms and Conditions

Exhibit E – Additional Provisions 16 page(s)

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

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

BY (Authorized Signature)



DATE SIGNED (Do not type)

6-7-2016

PRINTED NAME AND TITLE OF PERSON SIGNING

Jeff Griffiths, Chairperson

ADDRESS

163 May Street Bishop CA 93514-2709

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

  
 PRINTED NAME AND TITLE OF PERSON SIGNING

Glenn Wallace, Manager, Contracts and Business Services Section

ADDRESS

1300 National Drive, Suite 200, Sacramento CA. 95834

California Department of General Services Use Only

Exempt per: AG OP 80-111

Exhibit A – Scope of Work

**SCOPE OF WORK**

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

State Agency: California Department of Aging	Contractor: County of Inyo
Name: June Ditgen	Name: Jean Turner
Phone (916) 419-7556	Phone: (707) 873-6364
Fax: (916) 928-2510	Fax: (760) 873-5103

Direct all contract inquiries to:

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

**ARTICLE I. PROGRAM DEFINITIONS**

**A. Definitions Specific to Title III and Title VII Programs**

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

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**ARTICLE I. PROGRAM DEFINITIONS (Continued)**

- b. Individuals eligible to receive a home-delivered meal are individuals who are:
  - (i) An older individual who is frail as defined by 22 CCR 7119, and homebound by reason of illness, disability, or isolation. (These individuals shall be given priority).
  - (ii) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
  - (iii). An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
  
- 5. **Eligible Service Population for Title III E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]
  
- 6. **Grandparent or Older Individual Who Is a Relative Caregiver** means a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is fifty-five (55) years of age or older, and who:
  - a. Lives with the child;
  - b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
  - c. Has a legal relationship with the child, such as legal custody or guardianship, or is raising the child informally.[OAA § 372(a)(2)(A)-(C)]
  
- 7. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

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**ARTICLE I. PROGRAM DEFINITIONS (Continued)**

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



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**ARTICLE I. PROGRAM DEFINITIONS (Continued)**

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

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

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**ARTICLE I. PROGRAM DEFINITIONS (Continued)**

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

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

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

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

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**ARTICLE I. PROGRAM DEFINITIONS (Continued)**

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

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

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

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

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

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

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

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

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

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**ARTICLE I. PROGRAM DEFINITIONS (Continued)**

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

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

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**ARTICLE I. PROGRAM DEFINITIONS (Continued)**

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

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

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

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

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**ARTICLE I. PROGRAM DEFINITIONS (Continued)**

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

**ARTICLE II. SCOPE OF WORK**

**A. The Contractor shall:**

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

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

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

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

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

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

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

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



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

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

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

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

ARTICLE II. SCOPE OF WORK (Continued)

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

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

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

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

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

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

- f. Refer other individuals' complaints and concerns that a representative becomes aware are occurring in the facility to the appropriate governmental agency.  
[Welf. & Inst. Code § 9712.5(a)(2)]
  
- 11. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds to support activities for the overall program.
  
- 12. Review and approve claims for Citation Penalties Account funds, Licensing and Certification Program funds, and Skilled Nursing.
  
- 13. Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.
  
- 14. Submit monthly fiscal documents to CDA, as determined by CDA, for Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.

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

ARTICLE I. FUNDS

A. Expenditure of Funds

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

In State:

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

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

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

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

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

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

**ARTICLE I. FUNDS (Continued)**

**B. Accountability for Funds**

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

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

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

**C. Unexpended Funds**

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

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

ARTICLE I. FUNDS (Continued)

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

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

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
  - i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or
  - ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.
- b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:
  - i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.

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

**ARTICLE I. FUNDS (Continued)**

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

**E. Interest Earned**

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

**ARTICLE II. BUDGET AND BUDGET REVISION**

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



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

**ARTICLE II. BUDGET AND BUDGET REVISION (Continued)**

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

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

**ARTICLE II. BUDGET AND BUDGET REVISION (Continued)**

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

**ARTICLE III. PROGRAM SPECIFIC FUNDS**

**A. Program Income**

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

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

**ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)**

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

**B. One-Time Only (OTO) Funds**

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

**C. Matching Contributions**

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

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

**ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)**

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

**D. Area Plan Administration**

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

**ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION**

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

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

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

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

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

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

**E. Allocation Transfers**

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

**F. Matching Requirements**

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

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

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

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

**G. Program Development or Coordination**

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

**ARTICLE V. PAYMENTS**

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

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

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

ARTICLE V. PAYMENTS (Continued)

Monthly Fiscal Reporting Due Dates

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

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

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

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

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

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

**ARTICLE VI. CLOSEOUT**

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



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

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

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

	Project Number	Baseline	Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change
<b>Supportive Services</b>								
Federal Title IIIB	3BSL16-16	25,021 (b)	-	-	25,021	-	25,021	-
Federal Title IIIB	3BSL17-16	75,061 (c)	-	-	75,061	-	75,061	-
<b>Total Supportive Services</b>		<b>100,082</b>	<b>-</b>	<b>-</b>	<b>100,082</b>	<b>-</b>	<b>100,082</b>	<b>-</b>
<b>Ombudsman</b>								
Federal Title IIIB	3BOL16-16	3,769 (b)	-	-	3,769	-	3,769	-
Federal Title IIIB	3BOL17-16	11,306 (c)	-	-	11,306	-	11,306	-
Federal Title VIIa	7OFL16-16	4,746 (b)	-	-	4,746	-	4,746	-
Federal Title VIIa	7OFL17-16	14,238 (c)	-	-	14,238	-	14,238	-
General Fund IIIB	B1GL	8,942 (a)	-	-	8,942	-	8,942	-
Public Health L & C Program Fund	LCPF	3,577 (a)	-	-	3,577	-	3,577	-
State Health Facilities Citation Penalties Account	SDFL	1,212 (a)	-	-	1,212	-	1,212	-
SNF Quality & Accountability	SNFL	16,991 (a)	-	-	16,991	-	16,991	-
<b>Total Ombudsman</b>		<b>64,781</b>	<b>-</b>	<b>-</b>	<b>64,781</b>	<b>-</b>	<b>64,781</b>	<b>-</b>
<b>Congregate Nutrition</b>								
Federal Title IIIC1	3C1L16-16	36,337 (b)	-	-	36,337	-	36,337	-
Federal Title IIIC1	3C1L17-16	109,012 (c)	-	-	109,012	-	109,012	-
General Fund C1	C1GL	59,509 (a)	-	-	59,509	-	59,509	-
NSIP C1	NC1L16-16	4,089 (b)	-	-	4,089	-	4,089	-
NSIP C1	NC1L17-16	12,268 (c)	-	-	12,268	-	12,268	-
<b>Total Congregate Nutrition</b>		<b>221,215</b>	<b>-</b>	<b>-</b>	<b>221,215</b>	<b>-</b>	<b>221,215</b>	<b>-</b>
<b>Home-Delivered Meals</b>								
Federal Title IIIC2	3C2L16-16	18,580 (b)	-	-	18,580	-	18,580	-
Federal Title IIIC2	3C2L17-16	55,740 (c)	-	-	55,740	-	55,740	-
General Fund C2	C2GL	193,809 (a)	-	-	193,809	-	193,809	-
NSIP C2	NC2L16-16	10,304 (b)	-	-	10,304	-	10,304	-
NSIP C2	NC2L17-16	30,913 (c)	-	-	30,913	-	30,913	-
<b>Total Home Delivered Meals</b>		<b>309,346</b>	<b>-</b>	<b>-</b>	<b>309,346</b>	<b>-</b>	<b>309,346</b>	<b>-</b>
<b>Disease Prevention</b>								
Federal Title IIID	3DFL16-16	641 (b)	-	-	641	-	641	-
Federal Title IIID	3DFL17-16	1,922 (c)	-	-	1,922	-	1,922	-
<b>Total Disease Prevention</b>		<b>2,563</b>	<b>-</b>	<b>-</b>	<b>2,563</b>	<b>-</b>	<b>2,563</b>	<b>-</b>
<b>Family Caregiver</b>								
Federal Title IIIE	3EFL16-16	4,528 (b)	-	-	4,528	-	4,528	-
Federal Title IIIE	3EFL17-16	13,584 (c)	-	-	13,584	-	13,584	-
<b>Total Title IIIE</b>		<b>18,112</b>	<b>-</b>	<b>-</b>	<b>18,112</b>	<b>-</b>	<b>18,112</b>	<b>-</b>
<b>Elder Abuse</b>								
Federal Title VII	7EFL16-16	163 (b)	-	-	163	-	163	-
Federal Title VII	7EFL17-16	487 (c)	-	-	487	-	487	-
<b>Total Elder Abuse</b>		<b>650</b>	<b>-</b>	<b>-</b>	<b>650</b>	<b>-</b>	<b>650</b>	<b>-</b>

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

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

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

	Project Number	Baseline	Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change
<b>Administration</b>								
Federal Title IIIB	3BAL16-16	4,531 (b)	-	-	4,531	-	4,531	-
Federal Title IIIB	3BAL17-16	13,592 (c)	-	-	13,592	-	13,592	-
Federal Title IIIC1	C1AL16-16	5,886 (b)	-	-	5,886	-	5,886	-
Federal Title IIIC1	C1AL17-16	17,656 (c)	-	-	17,656	-	17,656	-
Federal Title IIIC2	C2AL16-16	3,009 (b)	-	-	3,009	-	3,009	-
Federal Title IIIC2	C2AL17-16	9,028 (c)	-	-	9,028	-	9,028	-
Federal Title IIIE	3EAL16-16	1,976 (b)	-	-	1,976	-	1,976	-
Federal Title IIIE	3EAL17-16	5,929 (c)	-	-	5,929	-	5,929	-
General Fund C1	1GAL	108 (a)	-	-	108	-	108	-
General Fund C2	2GAL	29 (a)	-	-	29	-	29	-
<b>Total Administration</b>		<b>61,744</b>	-	-	<b>61,744</b>	-	<b>61,744</b>	-
<b>Funding Summary</b>								
Federal Funds		494,316	-	-	494,316	-	494,316	-
General Fund		262,397	-	-	262,397	-	262,397	-
Public Health L & C			-	-		-		-
Program Fund		3,577	-	-	3,577	-	3,577	-
SNF Quality & Accountability		16,991	-	-	16,991	-	16,991	-
State Health Facilities			-	-		-		-
Citation Penalties			-	-		-		-
Account		1,212	-	-	1,212	-	1,212	-
<b>Grand Total - All Funds</b>		<b>778,493</b>	-	-	<b>778,493</b>	-	<b>778,493</b>	-

**Comments:**

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

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

(a) Funds must be expended by 6/30/17 and final expenditures reported in closeout by 7/31/17.  
 (b) Funds must be obligated by 9/30/16 and final expenditures reported in closeout by 7/31/17. The baseline request to be transferred for the project (7/1/16- 9-30/16) is due 5/1/16. These funds may not be carried over into a following year contract.  
 (c) Funds must be reported in closeout by 7/31/17 and may be carried over into the following year contract. The baseline request to be transferred for the project (10/1/16 -6/30/17) is due 5/1/17.

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

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

**A. General Definitions**

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

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

**B. Resolution of Language Conflicts**

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

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

**ARTICLE II. ASSURANCES**

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

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

**B. Subcontracts**

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

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ARTICLE II. ASSURANCES (Continued)

C. Nondiscrimination

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

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

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

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

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

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

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

D. Standards of Work

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

E. Conflict of Interest

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

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**ARTICLE II. ASSURANCES (Continued)**

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

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

**F. Covenant Against Contingent Fees**

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

**G. Payroll Taxes and Deductions**

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

**H. Facility Construction or Repair**

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

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

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**ARTICLE II. ASSURANCES (Continued)**

- a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 276c]  
[29 CFR 3]
  - b. Davis-Bacon Act. [40 USC 276a to 276a-7] [29 CFR 5]
  - c. Contract Work Hours and Safety Standards Act.  
[40 USC 327 to 333] [29 CFR 5, 6, 7, 8]
  - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.
  3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.
- I. Contracts in Excess of \$100,000
- If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:
1. Clean Air Act, as amended. [42 USC 7401]
  2. Clean Water Act, as amended. [33 USC 1251]
  3. Federal Water Pollution Control Act, as amended. [33 USC 1251, *et seq.*]
  4. Environmental Protection Agency Regulations. [40 CFR, 29] [Executive Order 11738]
  5. Public Contract Code Section 10295.3.
- J. Debarment, Suspension, and Other Responsibility Matters
1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

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**ARTICLE II. ASSURANCES (Continued)**

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

**K. Agreement Authorization**

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



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**ARTICLE II. ASSURANCES (Continued)**

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

**L. Contractor's Staff**

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

**M. DUNS Number and Related Information**

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

**N. Corporate Status**

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

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**ARTICLE II. ASSURANCES (Continued)**

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

**O. Lobbying Certification**

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

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

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**ARTICLE II. ASSURANCES (Continued)**

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

**ARTICLE III. AGREEMENT**

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

**ARTICLE IV. COMMENCEMENT OF WORK**

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

**ARTICLE V. SUBCONTRACTS**

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

**Special Terms and Conditions - Exhibit D**  
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**ARTICLE V. SUBCONTRACTS (Continued)**

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

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

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

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**ARTICLE V. SUBCONTRACTS (Continued)**

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

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

**ARTICLE VI. RECORDS**

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

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**ARTICLE VI. RECORDS (Continued)**

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

**ARTICLE VII. PROPERTY**

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

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ARTICLE VII. PROPERTY (Continued)

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

- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with funds from this Agreement, and submit to CDA annually with the Closeout, in electronic form, a cumulative inventory of all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The Contractor shall use the electronic version of the Report of Property Furnished/Purchased with Agreement Funds (CDA 32) to report property to CDA, unless otherwise directed by CDA.

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

1. Date acquired.
  2. Item description (include model number).
  3. CDA tag number or other tag identifying it as CDA property.
  4. Serial number (if applicable).
  5. Purchase cost or other basis of valuation.
  6. Fund source.
- F. Disposal of Property
1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall email to CDA the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for

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**ARTICLE VII. PROPERTY (Continued)**

disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.

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



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**ARTICLE VII. PROPERTY (Continued)**

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

**ARTICLE VIII. ACCESS**

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

**ARTICLE IX. MONITORING AND EVALUATION**

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

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**ARTICLE X. AUDITS**

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

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

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

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

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

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

Contract resolution includes:

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

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ARTICLE X. AUDITS (Continued)

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

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

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**ARTICLE X. AUDITS (Continued)**

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

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**ARTICLE X. AUDITS (Continued)**

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

[2 CFR 200.425] [45 CFR 75.425]

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

**ARTICLE XI. INSURANCE**

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

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**ARTICLE XI. INSURANCE (Continued)**

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

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**ARTICLE XI. INSURANCE (Continued)**

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

**ARTICLE XII. TERMINATION**

**A: Termination Without Cause**

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

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ARTICLE XII. TERMINATION (Continued)

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

B. Termination for Cause

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

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



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

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

C. Contractor's Obligation After Notice of Termination

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

The Contractor shall:

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

D. Effective Date

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

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

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

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**ARTICLE XII. TERMINATION (Continued)**

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

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

**G. In the Event of a Termination Notice**

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

**ARTICLE XIII. REMEDIES**

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

**ARTICLE XIV. DISSOLUTION OF ENTITY**

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

**ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS**

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

**ARTICLE XVI. NOTICES**

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

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ARTICLE XVI. NOTICES (Continued)

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

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

ARTICLE XVII. DEPARTMENT CONTACT

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

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

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

Information assets include (but are not limited to):

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**ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)**

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

**B. Encryption on Portable Computing Devices**

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

**C. Disclosure**

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

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

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

D. Training/Education

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

E. Health Insurance Portability and Accountability Act (HIPAA)

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

F. Contractor Confidentiality Statement

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

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

G. Security Incident Reporting

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

H. Notification of Security Breach to Data Subjects

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

I. Software Maintenance

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

J. Electronic Backups

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

K. Provisions of this Article

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

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**ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA**

**A. Copyrights**

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

**B. Rights in Data**

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

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

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

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

**ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES**

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

**A. Needs Assessment**

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

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

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

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

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



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

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

**B. Provision of Services**

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

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**ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES**

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

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

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

**C. Compliance Monitoring**

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

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

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

**Additional Provisions - Exhibit E**  
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**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT**

**A. General Assurances**

The Contractor shall assure that the following conditions are met:

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

**Additional Provisions - Exhibit E**  
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**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

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

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

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

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

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

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

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

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**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

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

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

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**AP 16-17 Contract**

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

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

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

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

**Additional Provisions - Exhibit E**  
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**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

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

**B. Assurances Specific to the Ombudsman Program**

The Contractor shall assure the following:

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



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

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

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

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

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

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

**C. Assurances Specific to Legal Service Providers (LSPs)**

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

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

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

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

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

**ARTICLE II. REPORTING PROVISIONS**

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

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

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

ARTICLE II. REPORTING PROVISIONS (Continued)

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

Reporting Period	Due Date
July 1 – June 30	September 30

3. For reports that will be submitted late, ten (10) calendar days prior to the report due date, the Contractor shall submit to the Data Team ([DataTeam.Reports@aging.ca.gov](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 ten (10) calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within ten (10) days, the Contractor will make a notation in the comments area of the CARS report and submit the data using the approved status button.

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

The Contractor shall submit program data reports electronically as follows:

1. Upload the NAPIS State Program Report (SPR) to CARS at <https://ca.getcare.com>.
2. Submit the California Legal Services Quarterly Aggregate Report Form (CDA 1022) via email to [DataTeam.Reports@aging.ca.gov](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 CDA by reviewing and responding to the Annual Data Error Report in accordance with CDA requirements.

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

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

**ARTICLE II. REPORTING PROVISIONS (Continued)**

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

**E. Reporting Provisions Specific to the Ombudsman Program**

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

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

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

**ARTICLE II. REPORTING PROVISIONS (Continued)**

- 5. A methodology for calculating and reporting:
  - a. Total estimated unduplicated clients in each non-registered service.
  - b. Total estimated unduplicated clients in all non-registered services.
  - c. Total estimated unduplicated clients across all registered and non-registered services.
- 6. A performance data monitoring process.
- G. The Contractor shall orient and train staff and Subcontractor staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned, prolonged absences to ensure timely and accurate submission of data.
- H. Reporting Provisions Specific to Title VII A, Chapter 3 Elder Abuse Prevention

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

<b>Quarter</b>	<b>Reporting Period</b>	<b>Due Date</b>
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, Educational Materials from the Elder Abuse Prevention Quarterly Activity Report.

**ARTICLE III. APPEAL PROCESS**

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

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**AP 16-17 Contract**

**ARTICLE III. APPEAL PROCESS (Continued)**

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

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

**ARTICLE IV. TRANSITION PLAN**

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

**Additional Provisions - Exhibit E**  
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**ARTICLE IV. TRANSITION PLAN (Continued)**

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

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

**A. Transition of Local Ombudsman Services**

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

**B. Transition Plan**

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



**Additional Provisions - Exhibit E**  
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**ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)**

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

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

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

**Additional Provisions - Exhibit E**  
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**ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)**

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 13, 2016

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Cancellation of Board of Supervisors  
Regular Meeting for December 20,  
2016 and Call of Special Meeting

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Cancel December 20, 2016 Regular Meeting of the Board of Supervisors and schedule Special Meeting for that same date in Suite Z of the Minaret Mall.

---

### RECOMMENDED ACTION:

Cancel the December 20, 2016 Regular Meeting of the Board of Supervisors in the Board of Supervisors' conference room of the Sierra Center Mall and schedule a Special Meeting at 9:00 a.m. on December 20, 2016 in Suite Z of the Minaret Mall, located at 437 Old Mammoth Road, Mammoth Lakes.

---

### FISCAL IMPACT:

None.

---

**CONTACT NAME:** Helen Nunn

**PHONE/EMAIL:** x5534 / hnunn@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](#)

No Attachments Available

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History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
12/7/2016 12:41 PM	County Administrative Office	Yes
12/7/2016 8:44 PM	County Counsel	Yes
12/7/2016 6:45 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 13, 2016

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Application for ABC License by  
Bridgeport Colony Development  
Corp.

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Application for Alcoholic Beverage License by the Bridgeport Colony Development Corporation for the Bridgeport General Store.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Helen Nunn

**PHONE/EMAIL:** x5534 / hnunn@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
<a href="#">Application for ABC License</a>

**History**

Time	Who	Approval
12/7/2016 6:51 PM	County Administrative Office	Yes
12/7/2016 9:51 AM	County Counsel	Yes



**APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)**

ABC 211 (6/99)

**TO:** Department of Alcoholic Beverage Control  
 4800 STOCKDALE HWY  
 STE 213  
 BAKERSFIELD, CA 93309  
 (661) 395-2731

File Number: **576824**  
 Receipt Number: **2400494**  
 Geographical Code: **2600**  
 Copies Mailed Date: **December 2, 2016**  
 Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**

First Owner: **BRIDGEPORT COLONY DEVELOPMENT CORPORATION**  
 Name of Business: **BRIDGEPORT GENERAL STORE**

Location of Business: **MAIN ST**  
**BRIDGEPORT, CA 93517**

County: **MONO**

Is Premise inside city limits? **No** Census Tract **0001.02**

Mailing Address: **PO BOX 37**  
 (If different from premises address) **BRIDGEPORT, CA 93517**

Type of license(s): **21**

Transferor's license/name: **206326 / ETHERIDGE, CATHY L** Dropping Partner: Yes  No

<u>License Type</u>	<u>Transaction Type</u>	<u>Fee Type</u>	<u>Master</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
21 - Off-Sale General	ANNUAL FEE	NA	Y	0	12/02/16	\$582.00
21 - Off-Sale General	PERSON-TO-PERSON TRANSFER	NA	Y	0	12/02/16	\$1,250.00
NA	FEDERAL FINGERPRINTS	NA	N	3	12/02/16	\$72.00
NA	STATE FINGERPRINTS	NA	N	3	12/02/16	\$117.00
Total						\$2,021.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of **MONO**

Date: **December 1, 2016**

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

See 211 Signature Page

BRIDGEPORT COLONY DEVELOPMENT CORPORATION

**RECEIVED**

DEC - 5 2016

OFFICE OF THE CLERK



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 13, 2016

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Letter from Lary Smith re: June Lake  
TROD

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Letter dated November 27, 2016 to the Board from Lary D. Smith regarding Transient Rental Overlay District and Candidate Properties on Leonard Ave and Carson View in June Lake.

---

### RECOMMENDED ACTION:

---

### FISCAL IMPACT:

---

**CONTACT NAME:** Helen Nunn

**PHONE/EMAIL:** x5534 / hnunn@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

[Letter from Lary Smith](#)

---

### History

Time	Who	Approval
12/7/2016 6:52 PM	County Administrative Office	Yes
12/8/2016 10:49 AM	County Counsel	Yes



12/8/2016 11:02 AM

Finance

Yes

RECEIVED

27 November 2016

DEC - 1 2016

Mono County Board of Supervisors  
P.O. Box 696  
Bridgeport, CA 93517

OFFICE OF THE CLERK

Attn: Supervisors: [Larry Johnston](#), [Fred Stump](#), [Tim Alpers](#), [Tim Fesko](#), [Stacy Corless](#):

Subject: Status of Mono County Code Chapter 25:Transient Rental Overlay District and Candidate Properties for Overlay on Leonard Avenue and Carson View in June Lake CA 93529

**Dear Supervisors:**

On 31 October 2016, a "package" of Vacation Rental Permit Requests for several properties on Leonard Avenue/Carson View Drive, June Lake was hand carried to the Mono County Planning Division office in Mammoth Lakes under a forwarding letter to Messrs Nick Criss and Scott Burns of that office. This package by the JUNE LAKE Leonard/Carson View Home Owner Group (LCVHOG) for Transient Occupancy Rental Overlay (TORO), was subsequently returned to our courier, Connie Lear of June Lake by Mr. Criss citing the reason that the Mono County Code Chapter 25:Transient Rental Overlay District is suspended.

I have attached to this letter FYI, a copy of the LCVHOG transmittal letter dated 31 October 2016 to the Mono County Planning Division Office. My understanding from attending the 6 September 2016 meeting of the June Lake Citizens Advisory Committee (CAC) was that the Planning Division office has met with most if not all of the Mono County Regional Planning Advisory Committees (RPACs) with favorable responses and inputs for getting Chapter 25 Mono County Code (MCC) approved and implemented. My understanding is that, once Chapter 25 MCC is implemented, the Mono County process will then be to update each RPAC's portion of the General Plan to comply with MCC Chapter 25 through subsequent staffing led by the Planning Division with RPACs and meetings with citizens/property owners in their respective areas.

As property owners and long time participants in June Lake recreational and scenic attractions, our LCVHOG property owners unanimously concur that Vacation Home Rental in June Lake needs to be regulated via permitting. Relative to this case of our LCVHOG-TORO request, the County has permitted Transient Occupancy Rental on both sides of LCVHOG properties, i.e., the North and South ends of Leonard Avenue, June Lake. Our properties in this area are significantly removed from Down Canyon residents (i.e., Clarke Track and others) many of whom are categorically opposed to Vacation Rental. See map insert page 3 below. Our LCVHOG believes that a Transient Occupancy Rental Overlay for our properties that lie between currently permitted properties will be of great benefit to June Lake and to Mono County in regulating and collecting taxes for Transient Rental Occupancies.

We understand that the issue of Transient Occupancy Rental is pervasive across the State of California and the Nation in many areas such as June Lake where tourism is a

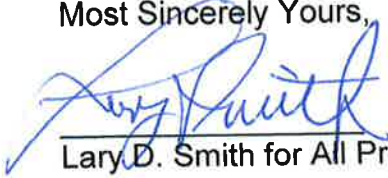


big part of the local economy. We believe a path of least resistance approach to getting a TORO in place in at least one area of June Lake to be important to Mono County's ability to deal with this issue County wide. Our LCVGHOG neighborhood is cohesive in our request and can be a good test neighborhood for Mono County.

Accordingly, by submission of our permit request package to the Mono County Planning Division, the LCVHOG property owners are requesting the Planning Division and the Mono County Board of Supervisors to process each of our Group's request and provide us Vacation Home Rental Permits and then a related Transient Occupancy Rental Overlay for our properties on Carson View Drive and Leonard Avenue, June Lake.

In signature for all the LCVHOG-TORO property owners.

Most Sincerely Yours,



Lary D. Smith for All Property Owners Listed in Appendix A

Attachment: LCVHOG forwarding Letter dated 25 October 2016 to Mono County Planning Division - (Without Enclosures)

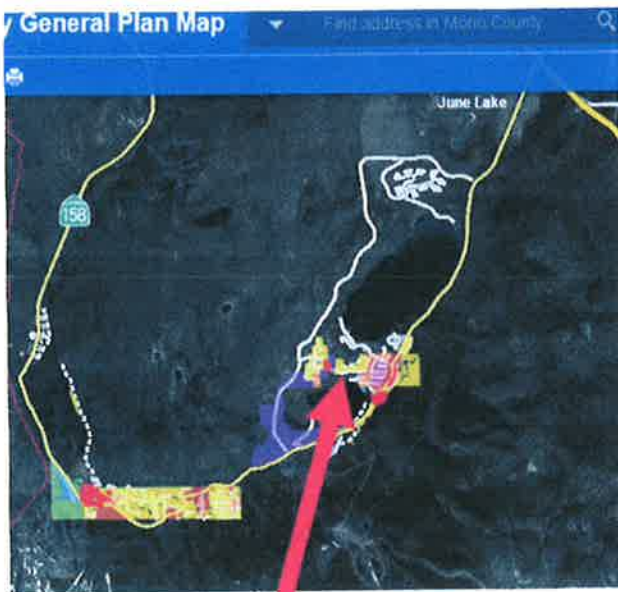
CC:

Homeowners in Appendix A to this letter: Lynn Stepanian, Brett A. Ames, Johnson Family Trust, Jeri P. Philbrick, Dave and Barbara Prince, Lary and Maryann Smith, Walt and Victoria Streeton, William "Chet" Schreiber,

Mono County Planning Division: Mr. Nick Criss, Mr. Scott Burns

**Appendix A: JUNE LAKE - Leonard Avenue /Carson View Drive Home Owner Group (LCVHOG)  
for Transient Occupancy Rental Overlay (TORO)**

LYNN STEPANIAN 4130 Dundee Drive Los Angeles CA 90027	(323) 309-4130 lynn_stepanian@hotmail.com	27 CARSON VIEW DRIVE APN: 015-270-005-000
BRETT A AMES A3 VENTURES LLC 10531 4S Commons Dr. STE 700 San Diego CA 92127	(858) 945-6777 Brett@amescontracting.net	LEONARD AVENUE Parcel#1 APN: 015-300-01-0000
JOHNSON FAMILY TRUST 1786 Ocean Oaks Road Carpinteria CA 93013	(???) ??? ???? Owner Deceased - heirs support but not applying at this time	38 LEONARD AVENUE APN: 015-101-011-000
JERI P. PHILBRICK 84 No. Evergreen Drive Ventura CA 93003	(805) 701-5054 jeripp@gmail.com Supports TORO not applying at this time	43 LEONARD AVENUE APN: 015-102-023-000
DAVE AND BARBARA PRINCE 7908 Calle Torcido Bakersfield, CA 93309	(661) 345-6603 Bprince@princefinancial.com	46 LEONARD AVENUE APN: 015-101-004-000
LARY AND MARYANN SMITH 1706 Sunny Crest Drive Fullerton, CA 92835	(202) 251-0021 Larydsforell@aol.com	70 LEONARD AVENUE APN: 015-270-011-000
WALT AND VICTORIA STREETON P.O.Box 55 June Lake, CA 93529	(760) 648-7967 waltstreeton@hotmail.com Supports TORO and submitting application/s separately	80 LEONARD AVENUE APN: 015-270-010-000
WILLIAM "CHET" SCHREIBER Schreiber Family Trust 31301 Glenbridge Road Westlake Village CA 91361	(979) 330-1061 bill@Smartsonic.com	184 LEONARD AVENUE APN: 015-270-003-000



**LCVHOG – TORO  
PROPERTIES**

- 27 Carson View Dr.
- Leonard Ave Parcel1
- 38 Leonard Ave
- 43 Leonard Ave
- 46 Leonard Ave
- 70 Leonard Ave
- 80 Leonard Ave
- 184 Leonard Ave

**JUNE LAKE PROPERTIES OF THE - Leonard Ave/Carson View Home  
Owner Group (LCVHOG) for Transient Occupancy Rental Overlay (TORO)**

**FILE COPY**

**ATTACHMENT to: LCVGHOG LTR dated 27 November 2016 TO MONO COUNTY BOARD OF SUPERVISORS**

24 October 2016

Mono County Planning Division  
PO Box 347  
437 Old Mammoth Rd STE P  
Mammoth Lakes, CA 93546  
Attn: Mr. Nick Criss, Mr. Scott Burns,

Subject: Transmittal of Leonard Avenue/Carson View Property Owner Vacation Rental Permit Applications for your consideration of a Transient Occupancy Rental Overlay

**Dear Sirs:**

Via this letter and enclosures, SEVEN property owners on Leonard Avenue and Carson View Drive in June Lake, are submitting for your consideration their collective request/s with fees for individual Vacation Home Rental Permits and a Transient Occupancy Rental Overlay under the provisions of Mono County Code Chapter 25: Transient Rental Overlay District. We have two other owners who support vacation rental but who are not submitting a permit request at this time.

The property owners requesting permits and an overlay are each identified in Appendix A to this letter and in their Vacation Home Rental permit requests. These property owners have collectively identified themselves as the JUNE LAKE Leonard/Carson View Home Owner Group (LCVHOG) for Transient Occupancy Rental Overlay (TORO). And by submission of the permit request package herewith, these owners are urging Mono County Planning Division and the Mono County Board of Supervisors to process this Group's request and provide them Vacation Home Rental Permits and a related Transient Occupancy Rental Overlay for their properties' footprint on Carson View Drive and Leonard Avenue.

Our Group unanimously concurs that Vacation Home Rental in June Lake needs to be regulated and needs to be permitted for many property owners who desire that their properties be made available to the tourist and recreational industry use in June Lake. In the case of our Group request, the County has permitted Transient Occupancy Rental at both the North and South ends of Leonard Avenue. The LCVHOG-TORO group constitutes seven (7) properties plus two (2) between the currently permitted properties.

In signature for all the LCVHOG-TORO property owners and  
Most Sincerely Yours,

\_\_\_\_\_  
Lary D. Smith for All Property Owners Listed in Appendix A

CC: Homeowners in Appendix A to this letter.



# FILE COPY

## Appendix A: JUNE LAKE - Leonard Avenue /Carson View Drive Home Owner Group (LCVHOG) for Transient Occupancy Rental Overlay (TORO)

LYNN STEPANIAN 4130 Dundee Drive Los Angeles CA 90027	(323) 309-4130 lynn_stepanian@hotmail.com TWO Properties being permitted	27 CARSON VIEW DRIVE APN: 015-270-005-000
BRETT A AMES A3 VENTURES LLC 10531 4S Commons Dr. STE 700 San Diego CA 92127	(858) 945-6777 Brett@amescontracting.net	LEONARD AVENUE Parcel#1 APN: 015-300-01-0000
JOHNSON FAMILY TRUST 1786 Ocean Oaks Road Carpinteria CA 93013	(???) ??? ???? Owner Deceased - heirs support but not applying at this time	38 LEONARD AVENUE APN: 015-101-011-000
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LARY AND MARYANN SMITH 1706 Sunny Crest Drive Fullerton, CA 92835	(202) 251-0021 Larydsforell@aol.com	70 LEONARD AVENUE APN: 015-270-011-000
WALT AND VICTORIA STREETON P.O.Box 55 June Lake, CA 93529	(760) 648-7967 waltstreeton@hotmail.com	80 LEONARD AVENUE APN: 015-270-010-000
WILLIAM "CHET" SCHREIBER Schreiber Family Trust 31301 Glenbridge Road Westlake Village CA 91361	(979) 330-1061 bill@Smartsonic.com	184 LEONARD AVENUE APN: 015-270-003-000



### LCVHOG – TORO PROPERTIES

27 Carson View Dr.  
Leonard Ave Parcel1  
38 Leonard Ave  
43 Leonard Ave  
46 Leonard Ave  
70 Leonard Ave  
80 Leonard Ave  
184 Leonard Ave

**JUNE LAKE PROPERTIES OF THE - Leonard Ave/Carson View Home  
Owner Group (LCVHOG) for Transient Occupancy Rental Overlay (TORO)**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    December 13, 2016

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT**            Thank You Note to Mono County  
                                 Paramedics and Rescue

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Thank note from Teresa and Adam Webster to the Mono County Paramedics and Rescue team, naming Kevin Smith and Kyle Rose.

\*\*\*\*\*

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Helen Nunn

**PHONE/EMAIL:** x5534 / hnunn@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
<input type="checkbox"/> <a href="#">Letter to Paramedics</a>

History

Time

Who


Approval

KEVIN SMITH 3  
KYLE ROSE  
MEDIC 2

10/21/16

Mono County Paramedics / Rescue,

You really made a difference!

Thank you for your  response and compassion  
when called to help Lori Nichols, the father  
of our dear friends. We really appreciate it!

Love, Teresa + Adam Webster  
(Redlands, CA)





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 13, 2016

**Departments: Clerk-Recorder; County Counsel**

**TIME REQUIRED** 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Shannon Kendall and Steve Kerins

**SUBJECT** County Conflict-of-Interest Code Review

### AGENDA DESCRIPTION:

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

Proposed resolution of the Mono County Board of Supervisors amending the County's conflict-of-interest code.

### RECOMMENDED ACTION:

Consider and potentially adopt proposed resolution #R16-\_\_\_, amending County's conflict-of-interest code. Provide any desired direction to staff.

### FISCAL IMPACT:

No direct fiscal impact.

**CONTACT NAME:** Shannon Kendall; Steve Kerins

**PHONE/EMAIL:** x5533; (760) 924-1712 / skendall@mono.ca.gov; skerins@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
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Proposed Resolution</a>
<input type="checkbox"/> <a href="#">Regulation 18730</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
12/8/2016 4:40 AM	County Administrative Office	Yes
12/8/2016 9:58 AM	County Counsel	Yes
12/8/2016 10:59 AM	Finance	Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christian E. Milovich

**Deputy County Counsels**  
Stephen M. Kerins  
Anne M. Larsen

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*  
South County Offices  
P.O. BOX 2415  
MAMMOTH LAKES, CALIFORNIA 93546

**Telephone**  
760-924-1700

**Facsimile**  
760-924-1701

**Paralegal**  
Jenny Senior

To: The Honorable Board of Supervisors  
From: Steve Kerins, Deputy County Counsel  
Date: December 13, 2016  
Re: Mono County Conflict-of-Interest Code Update

**Recommended Action**

Consider and potentially adopt proposed resolution amending County’s conflict-of-interest code. Provide any desired direction to staff.

**Strategic Plan Focus Area(s) Met**

- Economic Base     Infrastructure     Public Safety
- Environmental Sustainability     Mono Best Place to Work

**Fiscal Impact**

No direct fiscal impact.

**Discussion**

With respect to agency conflict-of-interest codes required under the Political Reform Act, and as your Board knows, the Mono County Board of Supervisors is the “code-reviewing body” for Mono County (in addition to several other local government agencies located within the County). (See Gov. Code § 82011.) In this agenda item, and after consulting with department heads and certain other affected County officials and employees, we submit a resolution by which your Board would approve a proposed amended conflict-of-interest code. As in the past, Mono County’s conflict-of-interest code will continue to be based on Regulation 18730, promulgated by the Fair Political Practices Commission as an exemplar code. (See 2 Cal. Code Regs. § 18730, subd. (a).)

I look forward to speaking with your Board and answering any questions at your December 13 meeting. If you have any questions on this matter prior to your meeting, please call me at (760) 924-1712.

*Attachments:* Proposed Resolution Amending County's Conflict Code;  
Copy of Regulation 18730.



**RESOLUTION NO. R16-\_\_\_**

**RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AMENDING THE COUNTY'S CONFLICT-OF-INTEREST CODE**

**WHEREAS**, the Mono County Board of Supervisors finds that revisions to Mono County's conflict-of-interest code are necessary; and

**WHEREAS**, the most expedient way to accomplish the necessary revisions is to adopt a new conflict-of-interest code; and

**WHEREAS**, the Mono County Board of Supervisors has reviewed the proposed amended conflict-of-interest code appearing in the Exhibit to this Resolution, including the Appendices thereto.

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that the Conflict-of-Interest Code of Mono County is hereby amended in its entirety to read as set forth in the Exhibit attached hereto and incorporated herein by this reference; and as so amended, is hereby approved.

**APPROVED AND ADOPTED** this **Thirteenth** day of December, 2016, by the following vote:

AYES :  
NOES :  
ABSTAIN :  
ABSENT :

\_\_\_\_\_  
**Chair  
Board of Supervisors,  
County of Mono**

APPROVED AS TO FORM:

ATTEST: \_\_\_\_\_  
CLERK OF THE BOARD COUNTY COUNSEL

1 **EXHIBIT**

2 **CONFLICT OF INTEREST CODE**  
3 **OF MONO COUNTY**

4  
5 SECTION 1: Conflict-of-Interest Code – Adopted

6 The Political Reform Act of 1974, *Government Code* sections 81000 *et seq.* (as amended),  
7 requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The  
8 Fair Political Practices Commission has adopted a regulation, 2 Cal. Code Regs. section 18730, that  
9 contains the terms of a standard conflict-of-interest code. This standard code can be adopted by  
reference, and may be amended by the Fair Political Practices Commission after public notice and  
hearings to conform to amendments of the Political Reform Act.

10 The terms of 2 Cal. Code Regs. section 18730 and any amendments to it duly adopted by the  
11 Fair Political Practices Commission are hereby incorporated by reference and, along with the attached  
12 Appendix A in which officials and employees are designated and Appendix B in which disclosure  
categories are set forth, constitute the conflict-of-interest code of Mono County, which is considered  
the “agency” within the purview of this code. The conflict-of-interest code of Mono County so adopted  
supersedes any conflict-of-interest code of Mono County previously in effect.

13 SECTION 2: Statements of Economic Interest: Filing Officer

14 Designated employees shall file Statements of Economic Interest with the Mono County Clerk-  
15 Recorder, who shall be and perform the duties of the Filing Officer for the County.  
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1 **EXHIBIT**

2 **CONFLICT OF INTEREST CODE**  
3 **OF MONO COUNTY**

4 **APPENDIX A**

5 LIST OF DESIGNATED EMPLOYEES

6 JOB TITLE

DISCLOSURE CATEGORY

7 Boards and Commissions:

8 Member, Assessment Appeals Board 1

9 Member, Construction Appeals Board 1

10 Member, County Service Area Board 2, 3, 4

11 Member, Fisheries Commission 1

12 Member, Grand Jury 1

13 Member, Economic Development, Tourism & Film Commission 1

14 Member, Treasury Oversight Committee 1

15 The Management Group:

16 Animal Control Director 2

17 Assessor 1

18 Assistant Assessor 1

19 Assistant County Clerk-Recorder-Registrar 1

20 Assistant County Counsel 1

21 Assistant Director of Finance 1

22 Assistant District Attorney 1

23 Associate Engineer I 2

24 Building Official 1

25 Chief District Attorney Investigator 1

26 Chief Probation Officer 1

27 Community Development Director 1

28 Consultant 1\*

County Clerk-Recorder-Registrar 1

County Engineer 1

Deputy County Counsel 1

Deputy District Attorney 1

Director of Behavioral Health 1

Director of Economic Development / Film Commissioner 1

1	Director of Public Health / EMS	1
2	Director of Public Works, Road Operations and Fleet Services	1
	Director of Social Services	1
3	District Attorney Investigator	1
4	Economic Development Manager	1
5	EMS Chief	1
	Environmental Health Manager	2
6	Human Resources Manager	2
7	IT Director	1
8	Parks and Facilities Superintendent	2
	Psychiatrist	3
9	Public Health Officer	2
10	Public Works Project Manager	2
11	Risk Manager	1
	Senior Engineer	1
12	Sheriff-Coroner	1
13	Solid Waste Superintendent	2
14	Undersheriff	1
15	<u>The following additional positions:</u>	
16	Accountant (I-IV)	2
	Administrative Services Specialist	2
17	Animal Control Coordinator	2
18	Appraiser (all levels)	1
19	Auditor-Appraiser (all levels)	1
	Building Inspector	1
20	Business Operations Manager	2
21	Code Compliance Officer	1
22	Communication Manager	2
	Community Development Analyst (all levels)	1
23	Corrections Lieutenant	2
24	Deputy Probation Officer (all levels)	2
25	Economic Development Coordinator	1
	Eligibility Supervisor	1
26	Environmental Health Specialist	2
27	Facilities Supervisor	2
	Fiscal and Administrative Services Officer	2
28	Fiscal and Technical Specialist, Social Services (IV)	1



1	Fiscal and Technical Specialist, Sheriff's Office (IV)	2
2	Fiscal and Technical Specialist, Finance (II-IV)	2
	Fleet Services Supervisor	2
3	GIS Manager	2
4	GIS Specialist III	2
5	Infrastructure Manager	2
	Inventory and Purchasing Technician	2
6	IT Specialist (all levels)	2
7	Mental Health Care Manager	2
8	Network Administrator	2
	Paramedic Station Captain	2
9	Payroll & Benefits Manager	2
10	Planner (all levels)	1
11	Probation Aide	1
	Probation Officer Assistant	2
12	Public Health Nursing Director	2
13	Road Operations Supervisor	2
14	Senior System Administrator	2
	Social Services Staff Analyst	2
15	Social Services Program Manager	2
16	Social Worker Supervisor	1
17	Solid Waste Supervisor	1
	Staff Services Manager	2
18	Tobacco Education Administrator	2
19	WIC Director	2

20  
21 \*The County Administrative Officer may determine in writing that a particular consultant, although a  
22 "designated employee", is hired to perform a range of duties that are limited in scope and thus is not  
23 required fully to comply with disclosure requirements described in this Exhibit. Such written  
determination shall include a description of the consultant's duties and, based upon that description, a  
statement of the extent of disclosure requirements. The CAO's determination is a public record and  
shall be retained for public inspection in the same manner and location as the conflict-of-interest code.

24 **NOTE:** The following elected and appointed positions are not designated within this Code because  
25 individuals occupying such positions (and candidates for such positions) must file disclosure  
statements pursuant to *Government Code* section 87200, *et seq.*:

- 26 • County Administrative Officer;
- 27 • County Counsel;
- Director of Finance;
- 28 • District Attorney;

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- Members of the Board of Supervisors;
- Members of the Planning Commission;
- Treasurer / Tax Collector;
- Veteran’s Service Officer

1 **EXHIBIT**

2 **CONFLICT OF INTEREST CODE**  
3 **OF MONO COUNTY**

4 **APPENDIX B**

5 LIST OF DISCLOSURE CATEGORIES

6 DISCLOSURE CATEGORIES

- 7 1. All reportable investments, business positions, income and interest in real  
8 property.
- 9 2. Reportable investments in, business positions in, and income from entities  
10 providing supplies, services, or equipment of the type used by the designated  
11 employee's department, board, commission or office.
- 12 3. Reportable investments, business positions in, and income from sources located  
13 in or doing business in the territorial jurisdiction of the designated employee's  
14 board or commission.
- 15 4. Reportable interests in real property located within the territorial jurisdiction of  
16 the designated employee's board or commission.
- 17 5. All reportable investments and business positions in business entities which, in  
18 the previous two years, have done business in Mono County or with any other  
19 government agency whose affairs may be subject to grand jury scrutiny (e.g., the  
20 Town of Mammoth Lakes or a special district within the County).
- 21 6. All reportable income from sources which, in the previous two years, have done  
22 business with Mono County or with any other government agency whose affairs  
23 may be subject to grand jury scrutiny (e.g., the Town of Mammoth Lakes or a  
24 special district within the County).
- 25 7. All reportable interests in real property.
- 26
- 27
- 28

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

**§ 18730. Provisions of Conflict of Interest Codes.**

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq . The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq .

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.<sup>1</sup>

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories

are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code. <sup>2</sup>

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property<sup>3</sup> is required to be reported,<sup>4</sup> the statement shall contain the following:

1. A statement of the nature of the investment or interest;



2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,<sup>5</sup> the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,<sup>6</sup> the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$460.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$460 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected

officer has been elected or over which that elected officer's agency has direction and control.

This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of \$100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action.

Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$460 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be

made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.



This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

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<sup>1</sup> Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

<sup>2</sup> See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

<sup>3</sup> For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

<sup>4</sup> Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and

dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

<sup>5</sup> A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

<sup>6</sup> Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

#### HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14).  
Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).

7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).
9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).

16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).
18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).
19. Editorial correction of subsection (a) (Register 98, No. 47).
20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).
21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).
22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).
23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third

Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate

District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C),

(b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014;

operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations.

Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v.*

*Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate

District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974

Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 13, 2016

**Departments: Clerk-Recorder; County Counsel**

**TIME REQUIRED** 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Shannon Kendall and Steve Kerins

**SUBJECT** Local Government Agency Conflict-of-Interest Code Review

**AGENDA DESCRIPTION:**

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

Review and potential approval of amended conflict-of-interest codes submitted by June Lake Public Utility District and Mammoth Community Water District. Consideration and potential establishment of timetable governing remainder of biennial code review process.

**RECOMMENDED ACTION:**

Consider and approve amended conflict-of-interest codes submitted by June Lake Public Utility District and Mammoth Community Water District. Consider and potentially establish deadline for certain remaining local government agencies to submit proposed conflict-of-interest codes for review. Provide any desired direction to staff.

**FISCAL IMPACT:**

No direct fiscal impact.

**CONTACT NAME:** Shannon Kendall; Steve Kerins

**PHONE/EMAIL:** x5533; (760) 924-1712 / skendall@mono.ca.gov; skerins@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:**  
phayes@mcwd.dst.ca.us; shake@mcwd.dst.ca.us;  
diannamarie.valdez@bbklaw.com

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">June Lake PUD Cover Letter</a>
<input type="checkbox"/> <a href="#">June Lake PUD Code - Legislative Changes</a>

[June Lake PUD - Proposed Amended Code](#)

[Mammoth CWD - Proposed Amended Code](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
12/8/2016 4:43 AM	County Administrative Office	Yes
12/8/2016 10:05 AM	County Counsel	Yes
12/8/2016 10:59 AM	Finance	Yes



**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christian E. Milovich

**Deputy County Counsels**  
Stephen M. Kerins  
Anne M. Larsen

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*  
South County Offices  
P.O. BOX 2415  
MAMMOTH LAKES, CALIFORNIA 93546

**Telephone**  
760-924-1700

**Facsimile**  
760-924-1701

**Paralegal**  
Jenny Senior

To: The Honorable Board of Supervisors  
From: Steve Kerins, Deputy County Counsel  
Date: December 13, 2016  
Re: Local Government Agency Conflict-of-Interest Code Review

**Recommended Action**

Consider and approve amended conflict-of-interest codes submitted by June Lake Public Utility District and Mammoth Community Water District. Consider and potentially establish deadline for certain remaining local government agencies to submit proposed conflict-of-interest codes for review. Provide any desired direction to staff.

**Strategic Plan Focus Area(s) Met**

- Economic Base     Infrastructure     Public Safety
- Environmental Sustainability     Mono Best Place to Work

**Fiscal Impact**

No direct fiscal impact.

**Discussion**

**A. Overview**

With respect to agency conflict-of-interest codes required under the Political Reform Act, and as your Board knows, the Mono County Board of Supervisors is the “code-reviewing body” for many local government agencies located within Mono County. (See Gov. Code § 82011.) In this item, we submit proposed amended codes from the June Lake Public Utility District and the Mammoth Community Water District for your Board’s review. These proposed codes are presented to your Board before anticipated codes from other districts, to ensure

that the 90-day deadline in *Government Code* section 87303 is met (based on the dates on which these codes were received).

In general, the required contents of a conflict-of-interest code are addressed at *Government Code* section 87302, and I would be happy to address those requirements in greater detail at your meeting. Regarding the responsibilities of the code-reviewing body, I note that, under the Political Reform Act,

[n]o Conflict of Interest Code or amendment shall be approved by the code reviewing body... if it:

- (a) Fails to provide reasonable assurance that all foreseeable potential conflict of interest situations will be disclosed or prevented;
- (b) Fails to provide to each affected person a clear and specific statement of his duties under the Code; or
- (c) Fails to adequately differentiate between designated employees with different powers and responsibilities.

(*Gov. Code* § 87309.) Further, “[e]ach agency shall submit a proposed conflict of interest code to the code reviewing body by the deadline established for the agency by the code reviewing body.” (*See ibid.* § 87303.) Within 90 days of receipt of proposed amendments or revisions to a local government agency’s code, the code-reviewing body may approve the proposed code as submitted; revise the proposed code and approve it as revised; or return the proposed code to the agency for revision and resubmission within 60 days. (*See id.*)

#### **B. Proposed Amended Codes Submitted by June Lake Public Utility District and Mammoth Community Water District**

I have reviewed the proposed amendments submitted by June Lake Public Utility District and Mammoth Community Water District, and it is my opinion that the proposed amendments to each of these districts’ codes is in compliance with the Political Reform Act. Therefore, it is my recommendation that your Board approve each of these districts’ proposed codes as submitted.<sup>1</sup>

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<sup>1</sup> Mammoth Community Water District’s proposed amended conflict-of-interest code provides for the transmittal of statements of economic interest to “the County of Mono”, following their filing with the District. Your Board may choose to specify filing and transmittal locations in greater detail, including specifying transmittal of filed statements to the Clerk of the Mono County Board of Supervisors.

### **C. Deadlines for Certain Remaining Districts to Submit Conflict-of-Interest Codes for Review**

At your December 13 meeting, we may recommend that your Board establish a deadline for local government agencies from which we have received neither a proposed conflict-of-interest code amendment nor an indication that no amendment is required. We can discuss this possibility in greater detail at the meeting if needed, in view of specific language in the Political Reform Act regarding timetables applicable to the biennial code review.

I look forward to speaking with your Board and answering any questions at your December 13 meeting. If you have any questions on this matter prior to your meeting, please call me at (760) 924-1712.



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

INDIAN WELLS  
(760) 568-2611

IRVINE  
(949) 263-2600

LOS ANGELES  
(213) 617-8100

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3390 UNIVERSITY AVENUE, 5TH FLOOR, P.O. Box 1028, RIVERSIDE, CA 92502  
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SACRAMENTO  
(916) 325-4000

SAN DIEGO  
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WALNUT CREEK  
(925) 977-3300

WASHINGTON, DC  
(202) 785-0600

DIANNA MARIE VALDEZ  
(951) 826-8252  
DIANNAMARIE.VALDEZ@BBKLAW.COM

September 14, 2016

Lynda Roberts  
Clerk of the Board of Supervisors  
County of Mono  
P.O. Box 715  
Bridgeport, CA 93517

Re: June Lake Public Utility District – Nonsubstantive Amendment of  
Conflict of Interest Code and Request for Notice of Approval

Dear Ms. Roberts:

Enclosed for review and approval by the County of Mono Board of Supervisors is the amended Conflict of Interest Code of the June Lake Public Utility District. As you can see by the enclosed legislative version of the Code, this amendment was done to include definitional and operational changes in Regulations as provided by the Fair Political Practices Commission.

The foregoing changes do not affect or modify any existing disclosure responsibilities of any designated position and, as described in 2 Cal. Code of Regs § 18752(e)(1), are considered nonsubstantive.

The District hereby requests acceptance of these nonsubstantive amendments and approval of its Conflict of Interest Code.



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

Lynda Roberts  
Clerk of the Board of Supervisors  
County of Mono  
September 14, 2016  
Page 2

Please feel free to call me if you have any questions regarding the enclosed.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Valdez'.

Dianna Marie Valdez, Senior Paralegal  
Conflicts of Interest & Ethics Coordinator  
for BEST BEST & KRIEGER LLP  
General Counsel  
June Lake Public Utility District

:dmv

Encls:

Amended Conflict of Interest Code  
Legislative Version of the Amended Code

cc: June Lake Public Utility District

**LEGISLATIVE VERSION**  
**(SHOWS CHANGES MADE)**

**CONFLICT OF INTEREST CODE**

**OF**

**JUNE LAKE PUBLIC UTILITY**  
**DISTRICT**

**CONFLICT OF INTEREST CODE**  
**OF THE**  
**JUNE LAKE PUBLIC UTILITY DISTRICT**  
**(Amended November 14, 2012)<sup>1</sup>**

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted 2 Cal. Code of Regs. Section 18730 which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **June Lake Public Utility District** (the "**District**").

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **General Manager** as the District's Filing Officer. The **General Manager** shall make and retain a copy of all statements filed by members of the Board of Directors and the General Manager, and forward the originals of such statements to the Clerk of the Board of Supervisors of Mono County. The **General Manager** shall retain the originals of the statements filed by all other designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code Section 81008).

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<sup>1</sup> Nonsubstantive updates of Fair Political Practice Commission Regulations and clarifying language.

**APPENDIX**

**CONFLICT OF INTEREST CODE**

**OF THE**

**JUNE LAKE PUBLIC UTILITY DISTRICT**

**(Amended November 14, 2012)**

**EXHIBIT PART "A"**

**OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

District Officials who manage public investments, as defined by 2 Cal. Code of Regs. § ~~18701(b)~~18700.3, are NOT subject to the District's Code, but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments<sup>2</sup>:

Members of the Board of Directors

General Manager

~~Financial Investment~~ Consultants

---

<sup>2</sup> Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.



## DESIGNATED POSITIONS

### GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
General Counsel	1, 2
Operations and Maintenance Superintendent	5
Secretary of the Board of Directors	4
Consultants and New Positions <sup>3</sup>	

<sup>3</sup>

Individuals serving as a consultant as defined in FPPC Reg 18701 or in a new position must file under the broadest disclosure set forth in this Code subject to the following limitation: Individuals providing services as a Consultant defined in Regulation 18700.3 or in a new position created since this Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The General Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to designate a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. The General Manager may determine that due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.) The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

## EXHIBIT PART "B"

### DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic investments that the designated position must disclose for each disclosure category to which he or she is assigned.<sup>4</sup> "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the Authority.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in or own real property within the jurisdiction of the District.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the District.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the District.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the District.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

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<sup>4</sup> This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

**CONFLICT OF INTEREST CODE**

**OF**

**JUNE LAKE PUBLIC UTILITY**  
**DISTRICT**

**CONFLICT OF INTEREST CODE**  
**OF THE**  
**JUNE LAKE PUBLIC UTILITY DISTRICT**  
**(Amended November 14, 2012)<sup>1</sup>**

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted 2 Cal. Code of Regs. Section 18730 which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **June Lake Public Utility District** (the "**District**").

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **General Manager** as the District's Filing Officer. The **General Manager** shall make and retain a copy of all statements filed by members of the Board of Directors and the General Manager, and forward the originals of such statements to the Clerk of the Board of Supervisors of Mono County. The **General Manager** shall retain the originals of the statements filed by all other designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code Section 81008)

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<sup>1</sup> Nonsubstantive updates of Fair Political Practice Commission Regulations and clarifying language.

# APPENDIX

## CONFLICT OF INTEREST CODE OF THE JUNE LAKE PUBLIC UTILITY DISTRICT (Amended November 14, 2012)

### PART "A"

#### OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

District Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3, are NOT subject to the District's Code, but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments<sup>2</sup>:

Members of the Board of Directors

General Manager

Investment Consultants

<sup>2</sup>

Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

**DESIGNATED POSITIONS**

**GOVERNED BY THE CONFLICT OF INTEREST CODE**

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
General Counsel	1, 2
Operations and Maintenance Superintendent	5
Secretary of the Board of Directors	4
Consultants and New Positions <sup>3</sup>	

---

<sup>3</sup> Individuals providing services as a Consultant defined in Regulation 18700.3 or in a new position created since this Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The General Manager may determine that due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.) The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

## PART “B”

### DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic investments that the designated position must disclose for each disclosure category to which he or she is assigned.<sup>4</sup> “Investment” means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the Authority.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in or own real property within the jurisdiction of the District.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the District.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the District.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the District.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position’s department, unit or division.

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<sup>4</sup> This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)



VIA U.S. MAIL

October 19, 2016

Mono County Board of Supervisors  
c/o Office of the Mono County Counsel  
PO Box 2415  
Mammoth Lakes, CA 93546

Attn: Stephen M. Kerins, Deputy County Counsel

Re: **MCWD Conflict of Interest Code – Amended**

Dear Mr. Kerins,

Enclosed, please find the executed ordinance adopting the Mammoth Community Water District's amendments to our Conflict of Interest code.

Per my letter of August 30, the proposed amendments to our code were presented to and adopted by our Board of Directors at our September 21 Board meeting. Please forward to the Mono County Board of Supervisors for review and approval.

Thank you in advance for your attention to this matter. If you have any questions, please contact me.

Regards,

A handwritten signature in blue ink, appearing to read "Stephanie Hake", written in a cursive style.

Stephanie Hake  
Executive Assistant

Enclosures (1)



**ORDINANCE NO. 09-21-16-15**

**AN ORDINANCE OF THE BOARD OF DIRECTORS  
OF THE  
MAMMOTH COMMUNITY WATER DISTRICT  
AMENDING CHAPTER 6 OF THE DISTRICT CODE RELATING  
TO THE DISTRICT'S CONFLICT OF INTEREST CODE**

BE IT ORDAINED by the Board of Directors of the Mammoth Community Water District as follows:

**SECTION ONE:**

Section 5 (C) of Chapter 6 of the Mammoth Community Water District Code respecting the District Conflict of Interest Code is hereby amended to read:

Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

Section 8.1 of Chapter 6 of the Mammoth Community Water District Code respecting the District Conflict of Interest Code is hereby amended to read:

Prohibition on Receipt of Gifts in Excess of \$460.

Section 8.1(A) of Chapter 6 of the Mammoth Community Water District Code respecting the District Conflict of Interest Code is hereby amended to read:

No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$460 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Section 9(E) of Chapter 6 of the Mammoth Community Water District Code respecting the District Conflict of Interest Code is hereby amended to read:

Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$460 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

The History table at the end of the District Conflict of Interest Code is hereby deleted in full.

SECTION TWO:

To the extent the terms and conditions of this Ordinance may be inconsistent or in conflict with the terms or provisions of any prior District ordinances, resolutions, rules, or regulations, the terms of this Ordinance shall prevail with respect to the terms or provisions thereof and such inconsistent or conflicting terms or provisions of prior ordinances, resolutions, rules, or regulations are hereby repealed.

SECTION THREE:

This Ordinance shall be in full force and effect upon Mono County Board of Supervisors' approval of the District's amended Conflict of Interest Code, and shall be published not less than once in a newspaper of general circulation published in the District within ten (10) days after adoption.

PASSED AND ADOPTED by the Board of Directors of the Mammoth Community Water District, County of Mono, State of California, this 21<sup>st</sup> day of September 2016, at a special meeting of the Board by the following vote:

AYES: Directors Cage, Creasy, Domaille, and Henderson

NOES: None

ABSENT: Director Smith

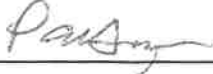
ABSTAIN: None

MAMMOTH COMMUNITY WATER DISTRICT

By: 

Thomas G. Cage, Vice President  
Board of Directors

ATTEST:

By:   
Patrick A. Hayes, Secretary  
Board of Directors

Complete copy of District's Conflict of Interest Code is available upon request.

## CHAPTER 6

### **CONFLICT OF INTEREST CODE FOR MAMMOTH COMMUNITY WATER DISTRICT**

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of the standard conflict of interest code. Section 18730 is attached hereto as Appendix A. Section 18730 can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Pursuant to Ordinance No. 11-19-92-25 of the Board of Directors of the Mammoth Community Water District, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix B in which members and employees are designated and disclosure categories are set forth, constitute the conflict of interest code of the Mammoth Community Water District.

Pursuant to Section 4 of the standard code, designated employees shall file statements of economic interests with the District. Upon receipt of the statements of the Mammoth Community Water District Board members, General Manager, Finance Department Manager, District Engineer, Human Resource Manager, Information Services Manager, Operations Superintendent, Maintenance Superintendent, Executive Assistant, Environmental Specialist/Public Affairs, Purchasing Agent, District Counsel, and Consultants, the District shall make and retain a copy and forward the original of these statements to the County of Mono. {Amended by Ordinance No. 04-17-08-09, effective 5/17/2008 l} {Amended by Ordinance No. 10-18-12-12, effective 12/4/2012}{Amended by Ordinance No. 02-31-13-02, effective

### **APPENDIX A**

(REGULATIONS OF THE Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

#### **18730. Provisions of Conflict of Interest Codes.**

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict-of-interest code within the meaning of Section 87300 or the amendment of a conflict-of-interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict-of-interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict-of-interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict-of-interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict-of-interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict-of-interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.<sup>1</sup>

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict-of-interest code.<sup>2</sup>

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Service member's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

#### (5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

#### (6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

##### (A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

##### (B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate

confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property<sup>3</sup> is required to be reported,<sup>4</sup> the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,<sup>5</sup> the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,<sup>6</sup> the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$460.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$460 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.



(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed five hundred dollars (\$500) at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

### (8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms

of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
  - a. The date the loan was made.
  - b. The date the last payment of \$100 or more was made on the loan.
  - c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$460 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

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<sup>1</sup>Designated employees who are required to file statements of economic interests under any other agency's conflict-of-interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

<sup>2</sup>See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

<sup>3</sup>For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

<sup>4</sup>Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

<sup>5</sup>A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

<sup>9</sup>Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

## APPENDIX B

### MAMMOTH COMMUNITY WATER DISTRICT CONFLICT OF INTEREST CODE APPENDIX OF DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES

I. Designated Positions.<sup>1</sup> The positions listed below include those persons who are deemed to make, or participate in the making of, decisions which may foreseeably have a material effect on any financial interest. The persons holding the designated positions listed shall disclose interests and investments in accordance with the corresponding disclosure categories, which are defined below.

<u>Designated Positions</u>	<u>Disclosure Category</u>
District Engineer	1, 2, 3
Human Resources Manager	1, 2, 3
Information Services Manager	1, 2, 3
Executive Assistant	1, 2, 3
Purchasing Agent	3
Operations Superintendent	1, 2, 3
Maintenance Superintendent	1, 2, 3
Environmental Specialist/Public Affairs	1, 2, 3
District Counsel	1, 2, 3
Consultants <sup>2</sup>	1, 2, 3

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<sup>1</sup> **Officials Who Manage Public Investments:** It has been determined that the following positions manage public investments of the District (within the meaning of Govt. Code Sec. 87200) and persons holding these positions must file FPPC Form 700 pursuant to the State Political Reform Act instead of the District's conflict of interest code: Members of Board of Directors, General Manager, and Finance Manager. Therefore, these positions were deleted from the District's conflict of interest code appendix of designated positions.

<sup>2</sup> **Consultants:** "Consultant" means an individual who, pursuant to a contract with the District, either: (A) Makes a governmental decision whether to – (1) approve a rate, rule, or regulation;

(2) adopt or enforce a law; (3) issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; (4) authorize the District to enter into, modify, or renew a contract provided it is the type of contract that requires District approval; (5) grant District approval to a contract that requires District approval and to which the District is a party, or to the specifications for such a contract; (6) grant District approval to a plan, design, report, study, or similar item; or (7) adopt or grant District approval of policies, standards, or guidelines for the District, or for any subdivision thereof; or (B) Serves in a staff capacity with the District and in that capacity participates in making a governmental decision as defined in California Code of Regulations, title 2, section 18702.2 or performs the same or substantially all the same duties for the District that would otherwise be performed by an individual holding a position specified in the District's conflict of interest code. (California Code of Regulations, title 2, section 18701(a)(2).)

"Consultants" are included in the list of designated positions and must disclose interests and investments in accordance with the broadest disclosure category in the District's conflict of interest code, subject to the following limitation: The General Manager may determine in writing that a particular consultant, although a "consultant" and "designated position," nevertheless is hired or retained to perform a range of duties that is limited in scope and therefore is not required to fully comply with the disclosure requirements described in this section. The General Manager's written determination shall include a description of the consultant's duties, and, based on that description, a statement of the extent of disclosure requirements. The written determination is a public record and shall be retained for public inspection in the same manner and location as the District's conflict of interest code.

## II. Disclosure Categories

1. Investments, business positions, and income from sources located in or doing business within the District. This disclosure category is not applicable to investments with a fair market value of less than \$2000.

2. Interests in real property located in the District, including but not limited to property located within a two mile radius of any property owned or used by the District. This disclosure category is not applicable to the person's principal residence or real property interests with a fair market value of less than \$2,000.

3. Investments and business positions in business entities, and sources of income, which provide services, supplies, materials, machinery or equipment of the type utilized by the District.



VIA U.S. MAIL

August 30, 2016

Mono County Board of Supervisors  
c/o Office of the Mono County Counsel  
PO Box 2415  
Mammoth Lakes, CA 93546

Attn: Stephen M. Kerins, Deputy County Counsel

Re: **Conflict of Interest Code – Biennial Review**

Dear Mr. Kerins,

Enclosed, please find the completed 2016 Local Agency Biennial Notice for Mammoth Community Water District.

As indicated on the form, an amendment is required; therefore, our Board will be presented with an ordinance reflecting the proposed amendments at the September 21 Board meeting. Following the meeting the amended code will be forwarded to your office for filing.

Thank you in advance for your attention to this matter. If you have any questions, please contact me.

Regards,

A handwritten signature in blue ink that reads "Stephanie Hake".

Stephanie Hake  
Executive Assistant

Enclosures (1)

# 2016 Local Agency Biennial Notice

Name of Agency: Mammoth Community Water District  
Mailing Address: PO Box 577, Mammoth Lakes, CA 93546  
Contact Person: Patrick A. Hayes Phone No. 760.934.2596 x 238  
Email: phayes@mcwd.dst.ca.us Alternate Email: shake@mcwd.dst.ca.us

**Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.**

This agency has reviewed its conflict of interest code and has determined that (check one BOX):

**An amendment is required. The following amendments are necessary:**

(Check all that apply.)

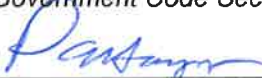
- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (describe) Update the amount of allowable gifts received from a single source.

**The code is currently under review by the code reviewing body.**

**No amendment is required.** (If your code is over five years old, amendments may be necessary.)

## Verification (to be completed if no amendment is required)

*This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.*

  
Signature of Chief Executive Officer

8/29/16  
Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2016**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC.**





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 13, 2016

**Departments: Elections**

**TIME REQUIRED** 10 Minutes - 5 minute presentation, 5 minute discussion  
**PERSONS APPEARING BEFORE THE BOARD** Shannon Kendall, Leslie Chapman

**SUBJECT** Review and Declaration of Election Results

**AGENDA DESCRIPTION:**

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

Presentation of certified election results and outcome of voter-requested recount. Request for Declaration of Results.

**RECOMMENDED ACTION:**

Declare elected to office the candidates who received the highest number of votes in each contest of the November 8 General Election. Declare the results of each measure voted on at the election.

**FISCAL IMPACT:**

None

**CONTACT NAME:** Helen Nunn

**PHONE/EMAIL:** x5534 / hnunn@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
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Summary of Vote</a>
<input type="checkbox"/> <a href="#">Certification of Vote</a>
<input type="checkbox"/> <a href="#">1% Manual Tally Report</a>
<input type="checkbox"/> <a href="#">Voting Incident Report</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
12/7/2016 3:21 PM	County Administrative Office	Yes
12/7/2016 10:49 PM	County Counsel	Yes
12/7/2016 6:36 PM	Finance	Yes



## CLERK-RECORDER-REGISTRAR OF VOTERS COUNTY OF MONO

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

Bob Musil  
Clerk/Recorder/Registrar  
bmusil@mono.ca.gov

Shannon Kendall  
Assistant Clerk/Recorder/Registrar  
skendall@mono.ca.gov

To: Honorable Board of Supervisors

From: Bob Musil, Registrar of Voters

Date: December 6, 2016

### Subject

Declaration of Results of the November 8, 2016 General Election

### Recommended Action

Declare elected to office the candidates who received the highest number of votes in each contest of the General Election. Declare the results of each measure voted on at the election.

### Discussion

On November 8, 2016 the General Election was held.

Per Elections Code §15400,

*The governing body shall declare elected or nominated to each office voted on at each election under its jurisdiction the person having the highest number of votes for that office, or who was elected or nominated under the exceptions noted in Section 15452. The governing board shall also declare the results of each election under its jurisdiction as to each measure voted on at the election.*

Following the canvass of the election, the results of each election contest are on the attached Certification of Vote.

### Fiscal Impact

None

November 8, 2016

## Summary Report

Mono County

FINAL

Registration & Turnout		6,498	Voters
Election Day Turnout		2,138	32.90%
<b>Vote By Mail Turnout</b>		<b>3,347</b>	<b>51.51%</b>
	<b>Total ...</b>	<b>5,485</b>	<b>84.41%</b>
<b>*President and Vice President-General</b>		12/12	100.00%
GRN - JILL STEIN		142	2.69%
<b>DEM - HILLARY CLINTON</b>		<b>2,773</b>	<b>52.51%</b>
PF - GLORIA ESTELA LA RIVA		23	0.44%
REP - DONALD J. TRUMP		2,111	39.97%
LIB - GARY JOHNSON		222	4.20%
WRITE-IN		10	0.19%
	<b>Total ...</b>	<b>5,281</b>	<b>100.00%</b>
<b>*U.S. SENATOR</b>		12/12	100.00%
DEM - LORETTA L. SANCHEZ		1,591	37.86%
<b>DEM - KAMALA D. HARRIS</b>		<b>2,611</b>	<b>62.14%</b>
	<b>Total ...</b>	<b>4,202</b>	<b>100.00%</b>
<b>*US REPRESENTATIVE 8th</b>		12/12	100.00%
<b>DEM - RITA RAMIREZ</b>		<b>2,602</b>	<b>50.38%</b>
REP - PAUL COOK		2,563	49.62%
	<b>Total ...</b>	<b>5,165</b>	<b>100.00%</b>
<b>*STATE ASSEMBLY DISTRICT 5</b>		12/12	100.00%
DEM - ROBERT CARABAS		2,486	49.08%
<b>REP - FRANK BIGELOW</b>		<b>2,579</b>	<b>50.92%</b>
	<b>Total ...</b>	<b>5,065</b>	<b>100.00%</b>
<b>*BD OF ED GOV BD MONO COUNTY 1</b>		2/2	100.00%
NON - GARY NELSON		277	36.21%
<b>NON - KATHRYN MANDICHAK</b>		<b>488</b>	<b>63.79%</b>
WRITE-IN		0	0.00%
	<b>Total ...</b>	<b>765</b>	<b>100.00%</b>
<b>*SUPERVISOR, 4th DISTRICT</b>		3/3	100.00%
<b>NON - JOHN PETERS</b>		<b>607</b>	<b>54.20%</b>
NON - TIM FESKO		513	45.80%
WRITE-IN		0	0.00%
	<b>Total ...</b>	<b>1,120</b>	<b>100.00%</b>
<b>*Board Member JUNE LAKE</b>		1/1	100.00%
<b>NON - DOUG SMITH</b>		<b>190</b>	<b>25.07%</b>
NON - PATTI HEINRICH		125	16.49%
NON - DALE GREINER		128	16.89%
<b>NON - CHERI BROMBERGER</b>		<b>132</b>	<b>17.41%</b>
<b>NON - VIKKI M. BAUER</b>		<b>183</b>	<b>24.14%</b>
WRITE-IN		0	0.00%
	<b>Total ...</b>	<b>758</b>	<b>100.00%</b>
<b>Prop 51</b>		12/12	100.00%
YES		2,422	46.36%
<b>NO</b>		<b>2,802</b>	<b>53.64%</b>
	<b>Total ...</b>	<b>5,224</b>	<b>100.00%</b>

November 8, 2016

## Summary Report

Mono County

FINAL

<b>Prop 52</b>		12/12	100.00%
YES		<b>3,194</b>	<b>62.10%</b>
NO		1,949	37.90%
	<b>Total ...</b>	<b>5,143</b>	<b>100.00%</b>
<b>Prop 53</b>		12/12	100.00%
YES		2,485	49.46%
NO		<b>2,539</b>	<b>50.54%</b>
	<b>Total ...</b>	<b>5,024</b>	<b>100.00%</b>
<b>Prop 54</b>		12/12	100.00%
YES		<b>3,048</b>	<b>60.26%</b>
NO		2,010	39.74%
	<b>Total ...</b>	<b>5,058</b>	<b>100.00%</b>
<b>Prop 55</b>		12/12	100.00%
YES		<b>3,084</b>	<b>59.27%</b>
NO		2,119	40.73%
	<b>Total ...</b>	<b>5,203</b>	<b>100.00%</b>
<b>Prop 56</b>		12/12	100.00%
YES		<b>3,304</b>	<b>61.95%</b>
NO		2,029	38.05%
	<b>Total ...</b>	<b>5,333</b>	<b>100.00%</b>
<b>Prop 57</b>		12/12	100.00%
YES		<b>3,525</b>	<b>67.79%</b>
NO		1,675	32.21%
	<b>Total ...</b>	<b>5,200</b>	<b>100.00%</b>
<b>Prop 58</b>		12/12	100.00%
YES		<b>3,811</b>	<b>73.09%</b>
NO		1,403	26.91%
	<b>Total ...</b>	<b>5,214</b>	<b>100.00%</b>
<b>Prop 59</b>		12/12	100.00%
YES		<b>2,606</b>	<b>52.82%</b>
NO		2,328	47.18%
	<b>Total ...</b>	<b>4,934</b>	<b>100.00%</b>
<b>Prop 60</b>		12/12	100.00%
YES		1,690	33.52%
NO		<b>3,352</b>	<b>66.48%</b>
	<b>Total ...</b>	<b>5,042</b>	<b>100.00%</b>
<b>Prop 61</b>		12/12	100.00%
YES		2,356	46.94%
NO		<b>2,663</b>	<b>53.06%</b>
	<b>Total ...</b>	<b>5,019</b>	<b>100.00%</b>
<b>Prop 62</b>		12/12	100.00%
YES		2,209	42.64%
NO		<b>2,972</b>	<b>57.36%</b>
	<b>Total ...</b>	<b>5,181</b>	<b>100.00%</b>

November 8, 2016

## Summary Report

Mono County

FINAL

<b>Prop 63</b>	12/12	100.00%
YES	2,549	48.13%
<b>NO</b>	<b>2,747</b>	<b>51.87%</b>
<b>Total ...</b>	<b>5,296</b>	<b>100.00%</b>
<b>Prop 64</b>	12/12	100.00%
YES	3,303	61.58%
NO	2,061	38.42%
<b>Total ...</b>	<b>5,364</b>	<b>100.00%</b>
<b>Prop 65</b>	12/12	100.00%
YES	2,488	47.96%
<b>NO</b>	<b>2,700</b>	<b>52.04%</b>
<b>Total ...</b>	<b>5,188</b>	<b>100.00%</b>
<b>Prop 66</b>	12/12	100.00%
YES	2,340	47.75%
<b>NO</b>	<b>2,561</b>	<b>52.25%</b>
<b>Total ...</b>	<b>4,901</b>	<b>100.00%</b>
<b>Prop 67</b>	12/12	100.00%
YES	3,219	61.04%
NO	2,055	38.96%
<b>Total ...</b>	<b>5,274</b>	<b>100.00%</b>

**CERTIFICATION OF  
COUNTY CLERK/REGISTRAR OF VOTERS  
OF THE RESULTS OF THE CANVASS  
OF THE NOVEMBER 8, 2016, GENERAL ELECTION**

STATE OF CALIFORNIA

COUNTY OF Mono

} ss.

I, Bob Musil, County Clerk/Registrar of Voters of said county, do hereby certify that, in pursuance to the provisions of Elections Code Section 15300, et seq., I did canvass the results of the votes cast in the General Election held in said County on November 8, 2016, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast to which this certificate is attached, is full, true and correct.

I hereby set my hand and official seal this 1st day of December 2016  
at the County of Mono.



*Bob Musil*  
Registrar of Voters  
County of Mono  
State of California

**HELP AMERICA VOTE ACT OF 2002**  
**CERTIFICATION OF ELECTIONS OFFICIAL**

STATE OF CALIFORNIA

COUNTY OF Mono

} ss.

I, Bob Musil, Registrar of Voters for

the County of Mono, State of California, hereby certify that I complied with all provisions of Chapter 2 of Division 7 of Title 2 of the California Code of Regulations for the Federal election held on the 8<sup>th</sup> day of November 2016, in the County of Mono, State of California, and all elections consolidated therewith.

I hereby set my hand and official seal this 1st day of December

2016 at the County of Mono.



\_\_\_\_\_  
Registrar of Voters

County of Mono

State of California



MONO COUNTY Statement of Vote  
MONO\_20161108\_E

100003	CALIFORNIA												
	Registration	Ballots Cast	Turnout (%)	*PRESIDENT AND VICE PRESIDENT - GENERAL JILL STEIN	HILLARY CLINTON	GLORIA ESTELA LA RIVA	DONALD J. TRUMP	GARY JOHNSON		*U. S. SENATOR LORETTA L. SANCHEZ	KAMALA D. HARRIS		
01 ANTELOPE 0001	546	216	39.38	3	69	0	124	12		84	81		
01 ANTELOPE - Vote By Mail	546	268	49.08	4	77	0	167	11		69	128		
03 BRIDGEPORT 0003	399	174	43.61	2	49	0	110	5		50	76		
03 BRIDGEPORT - Vote By Mail	399	182	45.61	2	65	0	100	3		59	80		
04 TRI-VALLEY 0004	594	163	27.44	1	37	1	110	11		41	72		
04 TRI-VALLEY - Vote By Mail	594	322	54.21	6	87	2	202	16		89	145		
05 JUNE LAKE 0005	381	114	29.92	6	37	3	57	1		29	49		
05 JUNE LAKE - Vote By Mail	381	215	56.43	10	116	0	77	2		61	105		
06 LEE VINING - MB 0006	249	3	1.20	0	1	0	1	1		1	1		
06 LEE VINING - MB - Vote By Mail	249	219	87.95	11	125	3	71	5		60	111		
07 LONG VALLEY 0007	751	294	39.15	9	156	1	110	9		84	130		
07 LONG VALLEY - Vote By Mail	751	364	48.47	7	193	1	132	16		83	183		
08 MAMMOTH MEADOW 0008	429	172	40.09	7	99	0	52	5		48	90		
08 MAMMOTH MEADOW - Vote By Mail	429	189	44.06	4	111	0	60	4		55	90		
09 MAMMOTH MINARET 0009	869	285	32.80	9	164	1	88	14		90	127		
09 MAMMOTH MINARET - Vote By Mail	869	429	49.37	11	229	2	148	24		121	226		
10 MAMMOTH PINECREST 0010	597	202	33.84	8	121	1	60	7		77	87		
10 MAMMOTH PINECREST - Vote By Mail	597	283	47.40	9	166	2	80	14		80	152		
11 SWALL MEADOWS - MB 0011	262	0	0.00	0	0	0	0	0		0	0		
11 SWALL MEADOWS - MB - Vote By Mail	262	257	98.09	3	170	2	63	7		60	147		
12 MAMMOTH VIEW 0012	863	328	38.01	10	202	1	90	14		115	135		
12 MAMMOTH VIEW - Vote By Mail	863	356	41.25	9	224	0	91	17		105	176		
13 OLD MAMMOTH 0013	558	188	33.69	6	126	0	38	11		66	88		
13 OLD MAMMOTH - Vote By Mail	558	263	47.13	5	149	3	80	13		64	132		
Precinct Totals	6498	2138	32.90	61	1061	8	840	90		685	936		
Vote By Mail Totals	6498	3347	51.51	81	1712	15	1271	132		906	1675		
Grand Totals	6498	5485	84.41	142	2773	23	2111	222		1591	2611		
CALIFORNIA	6498	5485	84.41	142	2773	23	2111	222		1591	2611		
8TH CONGRESSIONAL DISTRICT	6498	5485	84.41	142	2773	23	2111	222		1591	2611		
8th STATE SENATE DISTRICT	6498	5485	84.41	142	2773	23	2111	222		1591	2611		
5TH ASSEMBLY DISTRICT	6498	5485	84.41	142	2773	23	2111	222		1591	2611		
1st EQUALIZATION DISTRICT	6498	5485	84.41	142	2773	23	2111	222		1591	2611		
1st SUPERVISOR DISTRICT	863	684	79.26	19	426	1	181	31		220	311		
2nd SUPERVISOR DISTRICT	1607	1400	87.12	26	643	7	617	59		357	677		
3rd SUPERVISOR DISTRICT	1499	1265	84.39	47	672	9	442	47		362	619		
4th SUPERVISOR DISTRICT	1374	1200	87.34	22	470	0	613	40		365	545		
5th SUPERVISOR DISTRICT	1155	936	81.04	28	562	6	258	45		287	459		
MONO COUNTY	6498	5485	84.41	142	2773	23	2111	222		1591	2611		
TOWN OF MAMMOTH LAKES	3316	2695	81.27	78	1591	10	787	123		821	1303		

MONO COUNTY Statement of Vote  
MONO\_20161108\_E

100003	CALIFORNIA												
	Registration	Ballots Cast	Turnout (%)	*PRESIDENT AND VICE PRESIDENT - GENERAL JILL STEIN	HILLARY CLINTON	GLORIA ESTELA LA RIVA	DONALD J. TRUMP	GARY JOHNSON		*U. S. SENATOR LORETTA L. SANCHEZ	KAMALA D. HARRIS		
01 ANTELOPE 0001	546	215	39.36	3	69	0	124	12		84	81		
01 ANTELOPE - Vote By Mail	546	268	49.08	4	77	0	167	11		69	128		
03 BRIDGEPORT 0003	399	174	43.61	2	49	0	110	5		50	76		
03 BRIDGEPORT - Vote By Mail	399	182	45.61	2	65	0	100	3		59	80		
04 TRI-VALLEY 0004	594	163	27.44	1	37	1	110	11		41	72		
04 TRI-VALLEY - Vote By Mail	594	322	54.21	6	87	2	202	16		89	145		
05 JUNE LAKE 0005	381	114	29.92	6	37	3	57	1		29	49		
05 JUNE LAKE - Vote By Mail	381	215	56.43	10	116	0	77	2		61	105		
06 LEE VINING - MB 0006	249	3	1.20	0	1	0	1	1		1	1		
06 LEE VINING - MB - Vote By Mail	249	219	87.95	11	125	3	71	5		60	111		
07 LONG VALLEY 0007	751	294	39.15	9	156	1	110	9		84	130		
07 LONG VALLEY - Vote By Mail	751	364	48.47	7	193	1	132	16		83	183		
08 MAMMOTH MEADOW 0008	429	172	40.09	7	99	0	52	5		48	90		
08 MAMMOTH MEADOW - Vote By Mail	429	189	44.06	4	111	0	60	4		55	90		
09 MAMMOTH MINARET 0009	869	285	32.80	9	164	1	88	14		90	127		
09 MAMMOTH MINARET - Vote By Mail	869	429	49.37	11	229	2	148	24		121	226		
10 MAMMOTH PINECREST 0010	597	202	33.84	8	121	1	60	7		77	87		
10 MAMMOTH PINECREST - Vote By Mail	597	283	47.40	9	166	2	80	14		80	152		
11 SWALL MEADOWS - MB 0011	262	0	0.00	0	0	0	0	0		0	0		
11 SWALL MEADOWS - MB - Vote By Mail	262	257	98.09	3	170	2	63	7		60	147		
12 MAMMOTH VIEW 0012	863	328	38.01	10	202	1	90	14		115	135		
12 MAMMOTH VIEW - Vote By Mail	863	356	41.25	9	224	0	91	17		105	176		
13 OLD MAMMOTH 0013	558	186	33.69	6	126	0	38	11		66	88		
13 OLD MAMMOTH - Vote By Mail	558	263	47.13	5	149	3	80	13		64	132		
Precinct Totals	6498	2138	32.90	61	1061	8	840	90		685	936		
Vote By Mail Totals	6498	3347	51.51	81	1712	15	1271	132		906	1675		
Grand Totals	6498	5485	84.41	142	2773	23	2111	222		1591	2611		
CALIFORNIA	6498	5485	84.41	142	2773	23	2111	222		1591	2611		
8TH CONGRESSIONAL DISTRICT	6498	5485	84.41	142	2773	23	2111	222		1591	2611		
8th STATE SENATE DISTRICT	6498	5485	84.41	142	2773	23	2111	222		1591	2611		
5TH ASSEMBLY DISTRICT	6498	5485	84.41	142	2773	23	2111	222		1591	2611		
1st EQUALIZATION DISTRICT	6498	5485	84.41	142	2773	23	2111	222		1591	2611		
1st SUPERVISOR DISTRICT	863	684	79.26	19	426	1	181	31		220	311		
2nd SUPERVISOR DISTRICT	1607	1400	87.12	26	643	7	617	59		357	677		
3rd SUPERVISOR DISTRICT	1499	1265	84.39	47	672	9	442	47		362	619		
4th SUPERVISOR DISTRICT	1374	1200	87.34	22	470	0	613	40		365	545		
5th SUPERVISOR DISTRICT	1155	936	81.04	28	562	6	256	45		287	459		
MONO COUNTY	6498	5485	84.41	142	2773	23	2111	222		1591	2611		
TOWN OF MAMMOTH LAKES	3316	2695	81.27	78	1591	10	787	123		821	1303		









MONO COUNTY Statement of Vote  
 MONO\_20161108\_E

100010	NON-PARTISAN *BOARD MEMBER JUNE LAKE														
	Registration	Ballots Cast	Turnout (%)		DOUG SMITH	PATTI HEINRICH	DALE GREINER	CHERI BROMBERGER	VIKKI M. BAUER						
05 JUNE LAKE 0005	381	114	29.92		62	33	47	52	72						
05 JUNE LAKE - Vote By Mail	381	215	56.43		128	92	81	80	111						
Precinct Totals	381	114	29.92		62	33	47	52	72						
Vote By Mail Totals	381	215	56.43		128	92	81	80	111						
Grand Totals	381	329	86.35		190	125	128	132	183						
CALIFORNIA	381	329	86.35		190	125	128	132	183						
8TH CONGRESSIONAL DISTRICT	381	329	86.35		190	125	128	132	183						
8th STATE SENATE DISTRICT	381	329	86.35		190	125	128	132	183						
5TH ASSEMBLY DISTRICT	381	329	86.35		190	125	128	132	183						
1st EQUALIZATION DISTRICT	381	329	86.35		190	125	128	132	183						
3rd SUPERVISOR DISTRICT	381	329	86.35		190	125	128	132	183						
MONO COUNTY	381	329	86.35		190	125	128	132	183						

MONO COUNTY Statement of Vote  
MONO\_20161108\_E

140011	CALIFORNIA													
	Registration	Ballots Cast	Turnout (%)	PROP 51 YES	NO	PROP 52 YES	NO	PROP 53 YES	NO	PROP 54 YES	NO			
01 ANTELOPE 0001	546	215	39.38	93	117	106	98	110	94	128	77			
01 ANTELOPE - Vote By Mail	546	268	49.08	80	173	130	121	148	103	166	81			
03 BRIDGEPORT 0003	399	174	43.61	67	99	85	81	95	71	99	66			
03 BRIDGEPORT - Vote By Mail	399	182	45.61	63	108	93	77	98	65	98	71			
04 TRI-VALLEY 0004	594	163	27.44	44	112	67	89	79	74	87	68			
04 TRI-VALLEY - Vote By Mail	594	322	54.21	89	216	156	142	163	128	187	106			
05 JUNE LAKE 0005	381	114	29.92	43	66	44	62	54	50	61	41			
05 JUNE LAKE - Vote By Mail	381	215	56.43	90	114	133	68	82	112	119	79			
06 LEE VINING - MB 0006	249	3	1.20	2	1	2	1	2	1	3	0			
06 LEE VINING - MB - Vote By Mail	249	219	87.95	110	101	144	61	86	115	101	104			
07 LONG VALLEY 0007	751	294	39.15	138	141	173	106	134	139	171	100			
07 LONG VALLEY - Vote By Mail	751	364	48.47	143	204	206	130	167	164	181	148			
08 MAMMOTH MEADOW 0008	429	172	40.09	87	78	106	54	77	74	103	55			
08 MAMMOTH MEADOW - Vote By Mail	429	189	44.06	87	97	106	76	73	107	102	78			
09 MAMMOTH MINARET 0009	869	285	32.80	157	117	187	80	129	131	158	97			
09 MAMMOTH MINARET - Vote By Mail	869	429	49.37	178	233	258	145	183	212	228	170			
10 MAMMOTH PINECREST 0010	597	202	33.84	104	87	120	66	102	83	107	77			
10 MAMMOTH PINECREST - Vote By Mail	597	283	47.40	136	136	174	95	113	146	161	107			
11 SWALL MEADOWS - MB 0011	262	0	0.00	0	0	0	0	0	0	0	0			
11 SWALL MEADOWS - MB - Vote By Mail	262	257	98.09	118	132	179	70	95	154	130	115			
12 MAMMOTH VIEW 0012	863	328	38.01	191	117	217	85	148	139	181	104			
12 MAMMOTH VIEW - Vote By Mail	863	356	41.25	173	158	222	107	152	166	198	130			
13 OLD MAMMOTH 0013	558	188	33.69	118	58	125	48	89	78	107	63			
13 OLD MAMMOTH - Vote By Mail	558	263	47.13	111	137	161	87	106	133	172	73			
Precinct Totals	6498	2138	32.90	1044	993	1232	770	1019	934	1205	748			
Vote By Mail Totals	6498	3347	51.51	1378	1809	1962	1179	1466	1605	1843	1262			
Grand Totals	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
CALIFORNIA	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
8TH CONGRESSIONAL DISTRICT	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
8th STATE SENATE DISTRICT	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
5TH ASSEMBLY DISTRICT	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
1st EQUALIZATION DISTRICT	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
1st SUPERVISOR DISTRICT	863	684	79.26	364	275	439	192	300	305	379	234			
2nd SUPERVISOR DISTRICT	1607	1400	87.12	532	805	781	537	638	659	756	537			
3rd SUPERVISOR DISTRICT	1499	1265	84.39	580	632	768	417	536	621	670	491			
4th SUPERVISOR DISTRICT	1374	1200	87.34	477	672	626	507	601	514	696	428			
5th SUPERVISOR DISTRICT	1155	936	81.04	469	418	580	296	410	440	547	320			
MONO COUNTY	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
TOWN OF MAMMOTH LAKES	3316	2695	81.27	1342	1218	1676	843	1172	1269	1517	954			



MONO COUNTY Statement of Vote  
MONO\_20161108\_E

140011	CALIFORNIA													
	Registration	Ballots Cast	Turnout (%)	PROP 51 YES	NO	PROP 52 YES	NO	PROP 53 YES	NO	PROP 54 YES	NO			
01 ANTELOPE 0001	546	215	39.38	93	117	106	98	110	94	128	77			
01 ANTELOPE - Vote By Mail	546	268	49.08	80	173	130	121	148	103	166	81			
03 BRIDGEPORT 0003	399	174	43.61	67	99	85	81	95	71	99	66			
03 BRIDGEPORT - Vote By Mail	399	182	45.61	63	108	93	77	98	65	98	71			
04 TRI-VALLEY 0004	594	163	27.44	44	112	67	89	79	74	87	68			
04 TRI-VALLEY - Vote By Mail	594	322	54.21	89	216	156	142	163	128	187	106			
05 JUNE LAKE 0005	381	114	29.92	43	66	44	62	54	50	61	41			
05 JUNE LAKE - Vote By Mail	381	215	56.43	90	114	133	68	82	112	119	79			
06 LEE VINING - MB 0006	249	3	1.20	2	1	2	1	2	1	3	0			
06 LEE VINING - MB - Vote By Mail	249	219	87.95	110	101	144	61	86	115	101	104			
07 LONG VALLEY 0007	751	294	39.15	138	141	173	106	134	139	171	100			
07 LONG VALLEY - Vote By Mail	751	364	48.47	143	204	206	130	167	164	181	148			
08 MAMMOTH MEADOW 0008	429	172	40.09	87	78	106	54	77	74	103	55			
08 MAMMOTH MEADOW - Vote By Mail	429	189	44.06	87	97	106	76	73	107	102	78			
09 MAMMOTH MINARET 0009	869	285	32.80	157	117	187	80	129	131	158	97			
09 MAMMOTH MINARET - Vote By Mail	869	429	49.37	178	233	258	145	183	212	228	170			
10 MAMMOTH PINECREST 0010	597	202	33.84	104	87	120	66	102	83	107	77			
10 MAMMOTH PINECREST - Vote By Mail	597	283	47.40	136	136	174	95	113	146	161	107			
11 SWALL MEADOWS - MB 0011	262	0	0.00	0	0	0	0	0	0	0	0			
11 SWALL MEADOWS - MB - Vote By Mail	262	257	98.09	118	132	179	70	95	154	130	115			
12 MAMMOTH VIEW 0012	863	328	38.01	191	117	217	85	148	139	181	104			
12 MAMMOTH VIEW - Vote By Mail	863	356	41.25	173	158	222	107	152	166	198	130			
13 OLD MAMMOTH 0013	558	188	33.69	118	58	125	48	89	78	107	63			
13 OLD MAMMOTH - Vote By Mail	558	263	47.13	111	137	161	87	106	133	172	73			
Precinct Totals	6498	2138	32.90	1044	993	1232	770	1019	934	1205	748			
Vote By Mail Totals	6498	3347	51.51	1378	1809	1962	1179	1466	1605	1843	1262			
Grand Totals	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
CALIFORNIA	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
8TH CONGRESSIONAL DISTRICT	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
8th STATE SENATE DISTRICT	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
5TH ASSEMBLY DISTRICT	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
1st EQUALIZATION DISTRICT	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
1st SUPERVISOR DISTRICT	863	684	79.26	364	275	439	192	300	305	379	234			
2nd SUPERVISOR DISTRICT	1607	1400	87.12	532	805	781	537	638	659	756	537			
3rd SUPERVISOR DISTRICT	1499	1265	84.39	580	632	768	417	536	621	670	491			
4th SUPERVISOR DISTRICT	1374	1200	87.34	477	672	626	507	601	514	696	428			
5th SUPERVISOR DISTRICT	1155	936	81.04	469	418	580	296	410	440	547	320			
MONO COUNTY	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
TOWN OF MAMMOTH LAKES	3316	2695	81.27	1342	1218	1676	843	1172	1269	1517	954			

MONO COUNTY Statement of Vote  
MONO\_20161108\_E

140011	CALIFORNIA													
	Registration	Ballots Cast	Turnout (%)	PROP 51 YES	NO	PROP 52 YES	NO	PROP 53 YES	NO	PROP 54 YES	NO			
01 ANTELOPE 0001	546	215	39.38	93	117	106	98	110	94	128	77			
01 ANTELOPE - Vote By Mail	546	288	49.08	80	173	130	121	148	103	166	81			
03 BRIDGEPORT 0003	399	174	43.61	67	99	85	81	95	71	99	66			
03 BRIDGEPORT - Vote By Mail	399	182	45.61	63	108	93	77	98	65	98	71			
04 TRI-VALLEY 0004	594	163	27.44	44	112	67	89	79	74	87	68			
04 TRI-VALLEY - Vote By Mail	594	322	54.21	89	216	156	142	163	128	187	106			
05 JUNE LAKE 0005	381	114	29.92	43	66	44	62	54	50	61	41			
05 JUNE LAKE - Vote By Mail	381	215	56.43	90	114	133	68	82	112	119	79			
06 LEE VINING - MB 0006	249	3	1.20	2	1	2	1	2	1	3	0			
06 LEE VINING - MB - Vote By Mail	249	219	87.95	110	101	144	61	86	115	101	104			
07 LONG VALLEY 0007	751	294	39.15	138	141	173	106	134	139	171	100			
07 LONG VALLEY - Vote By Mail	751	364	48.47	143	204	206	130	167	164	181	148			
08 MAMMOTH MEADOW 0008	429	172	40.09	87	78	106	54	77	74	103	55			
08 MAMMOTH MEADOW - Vote By Mail	429	189	44.06	87	97	106	76	73	107	102	78			
09 MAMMOTH MINARET 0009	869	285	32.80	157	117	187	80	129	131	158	97			
09 MAMMOTH MINARET - Vote By Mail	869	429	49.37	178	233	258	145	183	212	228	170			
10 MAMMOTH PINECREST 0010	597	202	33.84	104	87	120	66	102	83	107	77			
10 MAMMOTH PINECREST - Vote By Mail	597	283	47.40	136	136	174	95	113	146	161	107			
11 SWALL MEADOWS - MB 0011	262	0	0.00	0	0	0	0	0	0	0	0			
11 SWALL MEADOWS - MB - Vote By Mail	262	257	98.09	118	132	179	70	95	154	130	115			
12 MAMMOTH VIEW 0012	863	328	38.01	191	117	217	85	148	139	181	104			
12 MAMMOTH VIEW - Vote By Mail	863	356	41.25	173	158	222	107	152	166	198	130			
13 OLD MAMMOTH 0013	558	188	33.69	118	58	125	48	89	78	107	63			
13 OLD MAMMOTH - Vote By Mail	558	263	47.13	111	137	161	87	106	133	172	73			
Precinct Totals	6498	2138	32.90	1044	993	1232	770	1019	934	1205	748			
Vote By Mail Totals	6498	3347	51.51	1378	1809	1962	1179	1466	1605	1843	1262			
Grand Totals	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
CALIFORNIA	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
8TH CONGRESSIONAL DISTRICT	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
8th STATE SENATE DISTRICT	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
5TH ASSEMBLY DISTRICT	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
1st EQUALIZATION DISTRICT	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
1st SUPERVISOR DISTRICT	863	684	79.26	364	275	439	192	300	305	379	234			
2nd SUPERVISOR DISTRICT	1607	1400	87.12	532	805	781	537	638	659	756	537			
3rd SUPERVISOR DISTRICT	1499	1265	84.39	580	632	768	417	536	621	670	491			
4th SUPERVISOR DISTRICT	1374	1200	87.34	477	672	626	507	601	514	696	428			
5th SUPERVISOR DISTRICT	1155	936	81.04	469	418	580	296	410	440	547	320			
MONO COUNTY	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
TOWN OF MAMMOTH LAKES	3316	2695	81.27	1342	1218	1676	843	1172	1269	1517	954			

MONO COUNTY Statement of Vote  
MONO\_20161108\_E

140011	CALIFORNIA													
	Registration	Ballots Cast	Turnout (%)	PROP 51 YES	NO	PROP 52 YES	NO	PROP 53 YES	NO	PROP 54 YES	NO			
01 ANTELOPE 0001	546	215	39.38	93	117	106	98	110	94	128	77			
01 ANTELOPE - Vote By Mail	546	268	49.08	80	173	130	121	148	103	166	81			
03 BRIDGEPORT 0003	399	174	43.61	67	99	85	81	95	71	99	66			
03 BRIDGEPORT - Vote By Mail	399	182	45.61	63	108	93	77	98	65	98	71			
04 TRI-VALLEY 0004	594	163	27.44	44	112	67	89	79	74	87	68			
04 TRI-VALLEY - Vote By Mail	594	322	54.21	89	218	158	142	163	128	187	106			
05 JUNE LAKE 0005	381	114	29.92	43	68	44	62	54	50	61	41			
05 JUNE LAKE - Vote By Mail	381	215	56.43	90	114	133	68	82	112	119	79			
06 LEE VINING - MB 0006	249	3	1.20	2	1	2	1	2	1	3	0			
06 LEE VINING - MB - Vote By Mail	249	219	87.95	110	101	144	61	86	115	101	104			
07 LONG VALLEY 0007	751	294	39.15	138	141	173	106	134	139	171	100			
07 LONG VALLEY - Vote By Mail	751	364	48.47	143	204	206	130	167	164	181	148			
08 MAMMOTH MEADOW 0008	429	172	40.09	87	78	106	54	77	74	103	55			
08 MAMMOTH MEADOW - Vote By Mail	429	189	44.06	87	97	106	76	73	107	102	78			
09 MAMMOTH MINARET 0009	869	285	32.80	157	117	187	80	129	131	158	97			
09 MAMMOTH MINARET - Vote By Mail	869	429	49.37	178	233	258	145	183	212	228	170			
10 MAMMOTH PINECREST 0010	597	202	33.84	104	87	120	66	102	83	107	77			
10 MAMMOTH PINECREST - Vote By Mail	597	283	47.40	136	136	174	95	113	146	161	107			
11 SWALL MEADOWS - MB 0011	262	0	0.00	0	0	0	0	0	0	0	0			
11 SWALL MEADOWS - MB - Vote By Mail	262	257	98.09	118	132	179	70	95	154	130	115			
12 MAMMOTH VIEW 0012	863	328	38.01	191	117	217	85	148	139	181	104			
12 MAMMOTH VIEW - Vote By Mail	863	356	41.25	173	158	222	107	152	166	198	130			
13 OLD MAMMOTH 0013	558	188	33.69	118	58	125	48	89	78	107	63			
13 OLD MAMMOTH - Vote By Mail	558	263	47.13	111	137	161	87	106	133	172	73			
Precinct Totals	6498	2138	32.90	1044	993	1232	770	1019	934	1205	748			
Vote By Mail Totals	6498	3347	51.51	1378	1809	1962	1179	1486	1605	1843	1262			
Grand Totals	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
CALIFORNIA	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
8TH CONGRESSIONAL DISTRICT	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
8th STATE SENATE DISTRICT	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
5TH ASSEMBLY DISTRICT	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
1st EQUALIZATION DISTRICT	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
1st SUPERVISOR DISTRICT	863	684	79.26	364	275	439	192	300	305	379	234			
2nd SUPERVISOR DISTRICT	1607	1400	87.12	532	805	781	537	638	659	756	537			
3rd SUPERVISOR DISTRICT	1499	1265	84.39	580	632	768	417	536	621	670	491			
4th SUPERVISOR DISTRICT	1374	1200	87.34	477	672	626	507	601	514	696	428			
5th SUPERVISOR DISTRICT	1155	936	81.04	469	418	580	296	410	440	547	320			
MONO COUNTY	6498	5485	84.41	2422	2802	3194	1949	2485	2539	3048	2010			
TOWN OF MAMMOTH LAKES	3316	2695	81.27	1342	1218	1676	843	1172	1269	1517	954			

140015	CALIFORNIA													
	Registration	Ballots Cast	Turnout (%)	PROP 55		PROP 56		PROP 57		PROP 58				
				YES	NO	YES	NO	YES	NO	YES	NO			
01 ANTELOPE 0001	546	215	39.38	98	110	86	123	111	94	129	76			
01 ANTELOPE - Vote By Mail	546	268	49.08	137	121	116	146	153	102	166	91			
03 BRIDGEPORT 0003	399	174	43.61	76	89	71	98	88	79	108	57			
03 BRIDGEPORT - Vote By Mail	399	182	45.61	86	86	84	90	90	79	115	56			
04 TRI-VALLEY 0004	594	163	27.44	59	95	62	97	61	95	87	70			
04 TRI-VALLEY - Vote By Mail	594	322	54.21	135	170	140	172	146	154	179	125			
05 JUNE LAKE 0005	381	114	29.92	48	56	51	58	67	42	64	47			
05 JUNE LAKE - Vote By Mail	381	215	56.43	116	85	128	79	146	57	150	50			
06 LEE VINING - MB 0006	249	3	1.20	2	1	0	3	2	1	2	1			
06 LEE VINING - MB - Vote By Mail	249	219	87.95	142	67	137	75	155	53	173	41			
07 LONG VALLEY 0007	751	294	39.15	169	112	191	94	184	98	210	73			
07 LONG VALLEY - Vote By Mail	751	364	48.47	196	150	242	111	224	120	254	91			
08 MAMMOTH MEADOW 0008	429	172	40.09	102	63	120	48	118	44	126	38			
08 MAMMOTH MEADOW - Vote By Mail	429	189	44.06	120	65	126	59	131	48	139	43			
09 MAMMOTH MINARET 0009	869	285	32.80	183	85	200	82	210	62	230	41			
09 MAMMOTH MINARET - Vote By Mail	869	429	49.37	240	169	277	138	285	115	296	110			
10 MAMMOTH PINECREST 0010	597	202	33.84	125	63	136	61	141	48	143	47			
10 MAMMOTH PINECREST - Vote By Mail	597	283	47.40	169	109	201	81	220	58	221	53			
11 SWALL MEADOWS - MB 0011	262	0	0.00	0	0	0	0	0	0	0	0			
11 SWALL MEADOWS - MB - Vote By Mail	262	257	98.09	185	66	183	70	184	69	202	48			
12 MAMMOTH VIEW 0012	863	328	38.01	212	87	200	115	236	68	231	69			
12 MAMMOTH VIEW - Vote By Mail	863	356	41.25	217	117	240	106	252	83	258	77			
13 OLD MAMMOTH 0013	558	188	33.69	128	46	131	49	137	41	145	30			
13 OLD MAMMOTH - Vote By Mail	558	263	47.13	139	107	182	74	184	65	183	69			
Precinct Totals	6498	2138	32.90	1202	807	1248	828	1355	672	1475	549			
Vote By Mail Totals	6498	3347	51.51	1882	1312	2056	1201	2170	1003	2336	854			
Grand Totals	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
CALIFORNIA	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
8TH CONGRESSIONAL DISTRICT	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
8th STATE SENATE DISTRICT	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
5TH ASSEMBLY DISTRICT	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
1st EQUALIZATION DISTRICT	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
1st SUPERVISOR DISTRICT	863	684	79.26	429	204	440	221	498	151	489	146			
2nd SUPERVISOR DISTRICT	1607	1400	87.12	744	593	818	544	799	536	932	407			
3rd SUPERVISOR DISTRICT	1499	1265	84.39	731	463	793	435	865	330	915	290			
4th SUPERVISOR DISTRICT	1374	1200	87.34	619	534	603	564	691	446	783	361			
5th SUPERVISOR DISTRICT	1155	936	81.04	561	325	650	265	682	212	692	199			
MONO COUNTY	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
TOWN OF MAMMOTH LAKES	3316	2695	81.27	1635	911	1813	813	1914	632	1972	577			

140015	CALIFORNIA													
	Registration	Ballots Cast	Turnout (%)	PROP 55 YES	NO	PROP 56 YES	NO	PROP 57 YES	NO	PROP 58 YES	NO			
01 ANTELOPE 0001	546	215	39.38	98	110	86	123	111	94	129	76			
01 ANTELOPE - Vote By Mail	546	268	49.08	137	121	116	146	153	102	166	91			
03 BRIDGEPORT 0003	399	174	43.61	76	89	71	98	88	79	108	57			
03 BRIDGEPORT - Vote By Mail	399	182	45.61	86	86	84	90	90	79	115	56			
04 TRI-VALLEY 0004	594	163	27.44	59	95	62	97	61	95	87	70			
04 TRI-VALLEY - Vote By Mail	594	322	54.21	135	170	140	172	146	154	179	125			
05 JUNE LAKE 0005	381	114	29.92	48	56	51	58	67	42	64	47			
05 JUNE LAKE - Vote By Mail	381	215	56.43	116	85	128	79	146	57	150	50			
06 LEE VINING - MB 0006	249	3	1.20	2	1	0	3	2	1	2	1			
06 LEE VINING - MB - Vote By Mail	249	219	87.95	142	67	137	75	155	53	173	41			
07 LONG VALLEY 0007	751	294	39.15	169	112	191	94	184	98	210	73			
07 LONG VALLEY - Vote By Mail	751	364	48.47	196	150	242	111	224	120	254	91			
08 MAMMOTH MEADOW 0008	429	172	40.09	102	63	120	48	118	44	126	38			
08 MAMMOTH MEADOW - Vote By Mail	429	189	44.06	120	65	126	59	131	48	139	43			
09 MAMMOTH MINARET 0009	869	285	32.80	183	85	200	82	210	62	230	41			
09 MAMMOTH MINARET - Vote By Mail	869	429	49.37	240	169	277	138	285	115	296	110			
10 MAMMOTH PINECREST 0010	597	202	33.84	125	63	136	61	141	48	143	47			
10 MAMMOTH PINECREST - Vote By Mail	597	283	47.40	169	109	201	81	220	58	221	53			
11 SWALL MEADOWS - MB 0011	262	0	0.00	0	0	0	0	0	0	0	0			
11 SWALL MEADOWS - MB - Vote By Mail	262	257	98.09	185	66	183	70	184	69	202	48			
12 MAMMOTH VIEW 0012	863	328	38.01	212	87	200	115	236	68	231	69			
12 MAMMOTH VIEW - Vote By Mail	863	356	41.25	217	117	240	106	252	83	258	77			
13 OLD MAMMOTH 0013	558	188	33.69	128	46	131	49	137	41	145	30			
13 OLD MAMMOTH - Vote By Mail	558	263	47.13	139	107	182	74	184	65	183	69			
Precinct Totals	6498	2138	32.90	1202	807	1248	828	1355	672	1475	549			
Vote By Mail Totals	6498	3347	51.51	1882	1312	2056	1201	2170	1003	2336	854			
Grand Totals	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
CALIFORNIA	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
8TH CONGRESSIONAL DISTRICT	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
8th STATE SENATE DISTRICT	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
5TH ASSEMBLY DISTRICT	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
1st EQUALIZATION DISTRICT	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
1st SUPERVISOR DISTRICT	863	684	79.26	429	204	440	221	488	151	489	146			
2nd SUPERVISOR DISTRICT	1607	1400	87.12	744	593	818	544	799	536	932	407			
3rd SUPERVISOR DISTRICT	1499	1265	84.39	731	463	793	435	865	330	915	290			
4th SUPERVISOR DISTRICT	1374	1200	87.34	619	534	603	564	691	446	783	361			
5th SUPERVISOR DISTRICT	1155	936	81.04	561	325	650	265	682	212	692	199			
MONO COUNTY	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
TOWN OF MAMMOTH LAKES	3316	2695	81.27	1635	911	1813	813	1914	632	1972	577			

MONO COUNTY Statement of Vote  
MONO\_20161108\_E

140015	CALIFORNIA													
	Registration	Ballots Cast	Turnout (%)	PROP 55 YES	NO	PROP 56 YES	NO	PROP 57 YES	NO	PROP 58 YES	NO			
01 ANTELOPE 0001	546	215	39.38	98	110	86	123	111	94	129	76			
01 ANTELOPE - Vote By Mail	546	268	49.08	137	121	116	146	153	102	166	91			
03 BRIDGEPORT 0003	399	174	43.61	76	89	71	98	88	79	108	57			
03 BRIDGEPORT - Vote By Mail	399	182	45.61	86	86	84	90	90	79	115	56			
04 TRI-VALLEY 0004	594	163	27.44	59	95	62	97	61	95	87	70			
04 TRI-VALLEY - Vote By Mail	594	322	54.21	135	170	140	172	146	154	179	125			
05 JUNE LAKE 0005	381	114	29.92	48	56	51	58	67	42	64	47			
05 JUNE LAKE - Vote By Mail	381	215	56.43	116	85	128	79	146	57	150	50			
06 LEE VINING - MB 0006	249	3	1.20	2	1	0	3	2	1	2	1			
06 LEE VINING - MB - Vote By Mail	249	219	87.95	142	67	137	75	155	53	173	41			
07 LONG VALLEY 0007	751	294	39.15	169	112	191	94	184	98	210	73			
07 LONG VALLEY - Vote By Mail	751	364	48.47	196	150	242	111	224	120	254	91			
08 MAMMOTH MEADOW 0008	429	172	40.09	102	63	120	48	118	44	126	38			
08 MAMMOTH MEADOW - Vote By Mail	429	189	44.06	120	65	126	59	131	48	139	43			
09 MAMMOTH MINARET 0009	869	285	32.80	183	85	200	82	210	62	230	41			
09 MAMMOTH MINARET - Vote By Mail	869	429	49.37	240	169	277	138	285	115	296	110			
10 MAMMOTH PINECREST 0010	597	202	33.84	125	63	136	61	141	48	143	47			
10 MAMMOTH PINECREST - Vote By Mail	597	283	47.40	169	109	201	81	220	58	221	53			
11 SWALL MEADOWS - MB 0011	262	0	0.00	0	0	0	0	0	0	0	0			
11 SWALL MEADOWS - MB - Vote By Mail	262	257	98.09	185	66	183	70	184	69	202	48			
12 MAMMOTH VIEW 0012	863	328	38.01	212	87	200	115	236	68	231	69			
12 MAMMOTH VIEW - Vote By Mail	863	356	41.25	217	117	240	106	252	83	258	77			
13 OLD MAMMOTH 0013	558	188	33.69	128	46	131	49	137	41	145	30			
13 OLD MAMMOTH - Vote By Mail	558	263	47.13	139	107	182	74	184	65	183	69			
Precinct Totals	6498	2138	32.90	1202	807	1248	828	1355	672	1475	549			
Vote By Mail Totals	6498	3347	51.51	1882	1312	2056	1201	2170	1003	2336	854			
Grand Totals	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
CALIFORNIA	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
8TH CONGRESSIONAL DISTRICT	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
8th STATE SENATE DISTRICT	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
5TH ASSEMBLY DISTRICT	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
1st EQUALIZATION DISTRICT	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
1st SUPERVISOR DISTRICT	863	684	79.26	429	204	440	221	488	151	489	146			
2nd SUPERVISOR DISTRICT	1607	1400	87.12	744	593	818	544	799	536	932	407			
3rd SUPERVISOR DISTRICT	1499	1265	84.39	731	463	793	435	865	330	915	290			
4th SUPERVISOR DISTRICT	1374	1200	87.34	619	534	603	564	691	446	783	361			
5th SUPERVISOR DISTRICT	1155	936	81.04	561	325	650	265	682	212	692	199			
MONO COUNTY	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
TOWN OF MAMMOTH LAKES	3316	2695	81.27	1635	911	1813	813	1914	632	1972	577			

140015	CALIFORNIA													
	Registration	Ballots Cast	Turnout (%)	PROP 55 YES	NO	PROP 56 YES	NO	PROP 57 YES	NO	PROP 58 YES	NO			
01 ANTELOPE 0001	546	215	39.38	98	110	86	123	111	94	129	76			
01 ANTELOPE - Vote By Mail	546	268	49.08	137	121	116	146	153	102	166	91			
03 BRIDGEPORT 0003	399	174	43.61	76	89	71	98	88	79	108	57			
03 BRIDGEPORT - Vote By Mail	399	182	45.61	86	86	84	90	90	79	115	56			
04 TRI-VALLEY 0004	594	163	27.44	59	95	62	97	61	95	87	70			
04 TRI-VALLEY - Vote By Mail	594	322	54.21	135	170	140	172	146	154	179	125			
05 JUNE LAKE 0005	381	114	29.92	48	56	51	58	67	42	64	47			
05 JUNE LAKE - Vote By Mail	381	215	56.43	116	85	128	79	146	57	150	50			
06 LEE VINING - MB 0006	249	3	1.20	2	1	0	3	2	1	2	1			
06 LEE VINING - MB - Vote By Mail	249	219	87.95	142	67	137	75	155	53	173	41			
07 LONG VALLEY 0007	751	294	39.15	169	112	191	94	184	98	210	73			
07 LONG VALLEY - Vote By Mail	751	364	48.47	196	150	242	111	224	120	254	91			
08 MAMMOTH MEADOW 0008	429	172	40.09	102	63	120	48	118	44	126	38			
08 MAMMOTH MEADOW - Vote By Mail	429	189	44.06	120	65	126	59	131	48	139	43			
09 MAMMOTH MINARET 0009	869	285	32.80	183	85	200	82	210	62	230	41			
09 MAMMOTH MINARET - Vote By Mail	869	429	49.37	240	169	277	138	285	115	296	110			
10 MAMMOTH PINECREST 0010	597	202	33.84	125	63	136	61	141	48	143	47			
10 MAMMOTH PINECREST - Vote By Mail	597	283	47.40	169	109	201	81	220	58	221	53			
11 SWALL MEADOWS - MB 0011	262	0	0.00	0	0	0	0	0	0	0	0			
11 SWALL MEADOWS - MB - Vote By Mail	262	257	98.09	185	66	183	70	184	69	202	48			
12 MAMMOTH VIEW 0012	863	326	38.01	212	87	200	115	236	68	231	69			
12 MAMMOTH VIEW - Vote By Mail	863	356	41.25	217	117	240	106	252	83	258	77			
13 OLD MAMMOTH 0013	558	188	33.69	128	46	131	49	137	41	145	30			
13 OLD MAMMOTH - Vote By Mail	558	263	47.13	139	107	182	74	184	65	183	69			
Precinct Totals	6498	2136	32.90	1202	807	1248	828	1355	672	1475	549			
Vote By Mail Totals	6498	3347	51.51	1882	1312	2056	1201	2170	1003	2336	854			
Grand Totals	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
CALIFORNIA	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
8TH CONGRESSIONAL DISTRICT	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
8th STATE SENATE DISTRICT	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
5TH ASSEMBLY DISTRICT	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
1st EQUALIZATION DISTRICT	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
1st SUPERVISOR DISTRICT	863	684	79.26	429	204	440	221	488	151	489	146			
2nd SUPERVISOR DISTRICT	1607	1400	87.12	744	593	818	544	799	536	932	407			
3rd SUPERVISOR DISTRICT	1499	1265	84.39	731	463	793	435	865	330	915	290			
4th SUPERVISOR DISTRICT	1374	1200	87.34	619	534	603	564	691	446	783	361			
5th SUPERVISOR DISTRICT	1155	936	81.04	561	325	650	265	682	212	692	199			
MONO COUNTY	6498	5485	84.41	3084	2119	3304	2029	3525	1675	3811	1403			
TOWN OF MAMMOTH LAKES	3316	2695	81.27	1635	911	1813	813	1914	632	1972	577			

MONO COUNTY Statement of Vote  
MONO\_20161108\_E

140019	CALIFORNIA													
	Registration	Ballots Cast	Turnout (%)	PROP 59 YES	NO	PROP 60 YES	NO	PROP 61 YES	NO	PROP 62 YES	NO			
01 ANTELOPE 0001	546	215	39.38	76	124	93	107	95	110	52	152			
01 ANTELOPE - Vote By Mail	546	268	49.08	108	132	84	165	122	133	67	183			
03 BRIDGEPORT 0003	399	174	43.61	57	106	50	112	59	105	41	122			
03 BRIDGEPORT - Vote By Mail	399	182	45.61	69	94	58	106	79	89	48	123			
04 TRI-VALLEY 0004	594	163	27.44	53	98	50	105	43	109	39	119			
04 TRI-VALLEY - Vote By Mail	594	322	54.21	116	175	119	179	95	198	73	228			
05 JUNE LAKE 0005	381	114	29.92	47	54	32	73	45	62	43	64			
05 JUNE LAKE - Vote By Mail	381	215	56.43	111	84	70	124	97	100	99	104			
06 LEE VINING - MB 0006	249	3	1.20	2	1	2	1	1	2	1	2			
06 LEE VINING - MB - Vote By Mail	249	219	87.95	133	74	61	137	91	112	118	97			
07 LONG VALLEY 0007	751	294	39.15	133	133	74	203	111	163	118	164			
07 LONG VALLEY - Vote By Mail	751	364	48.47	172	150	121	217	157	169	143	202			
08 MAMMOTH MEADOW 0008	429	172	40.09	80	72	45	114	83	76	83	80			
08 MAMMOTH MEADOW - Vote By Mail	429	189	44.06	83	89	52	131	79	88	87	94			
09 MAMMOTH MINARET 0009	869	285	32.80	151	94	81	174	142	117	138	133			
09 MAMMOTH MINARET - Vote By Mail	869	429	49.37	237	152	125	270	185	204	185	217			
10 MAMMOTH PINECREST 0010	597	202	33.84	101	75	65	124	98	82	88	101			
10 MAMMOTH PINECREST - Vote By Mail	597	283	47.40	142	117	91	167	135	130	142	133			
11 SWALL MEADOWS - MB 0011	262	0	0.00	0	0	0	0	0	0	0	0			
11 SWALL MEADOWS - MB - Vote By Mail	262	257	98.09	156	92	77	160	114	132	144	106			
12 MAMMOTH VIEW 0012	863	328	38.01	154	122	95	195	164	123	137	163			
12 MAMMOTH VIEW - Vote By Mail	863	356	41.25	183	139	116	212	167	150	158	178			
13 OLD MAMMOTH 0013	558	188	33.69	98	58	60	110	95	72	80	90			
13 OLD MAMMOTH - Vote By Mail	558	263	47.13	144	93	69	166	99	137	125	117			
Precinct Totals	6498	2138	32.90	952	937	647	1318	936	1021	820	1190			
Vote By Mail Totals	6498	3347	51.51	1654	1391	1043	2034	1420	1642	1389	1782			
Grand Totals	6498	5485	84.41	2606	2328	1690	3352	2356	2663	2209	2972			
CALIFORNIA	6498	5485	84.41	2606	2328	1690	3352	2356	2663	2209	2972			
8TH CONGRESSIONAL DISTRICT	6498	5485	84.41	2606	2328	1690	3352	2356	2663	2209	2972			
8th STATE SENATE DISTRICT	6498	5485	84.41	2606	2328	1690	3352	2356	2663	2209	2972			
5TH ASSEMBLY DISTRICT	6498	5485	84.41	2606	2328	1690	3352	2356	2663	2209	2972			
1st EQUALIZATION DISTRICT	6498	5485	84.41	2606	2328	1690	3352	2356	2663	2209	2972			
1st SUPERVISOR DISTRICT	863	684	79.26	337	261	211	407	331	273	295	341			
2nd SUPERVISOR DISTRICT	1607	1400	87.12	630	648	441	864	520	771	517	819			
3rd SUPERVISOR DISTRICT	1499	1265	84.39	681	459	371	779	561	597	584	617			
4th SUPERVISOR DISTRICT	1374	1200	87.34	473	617	382	735	517	601	378	754			
5th SUPERVISOR DISTRICT	1155	936	81.04	485	343	285	567	427	421	435	441			
MONO COUNTY	6498	5485	84.41	2606	2328	1690	3352	2356	2663	2209	2972			
TOWN OF MAMMOTH LAKES	3316	2695	81.27	1373	1011	799	1663	1247	1179	1223	1306			



140019	CALIFORNIA													
	Registration	Ballots Cast	Turnout (%)	PROP 59 YES	NO	PROP 60 YES	NO	PROP 61 YES	NO	PROP 62 YES	NO			
01 ANTELOPE 0001	546	215	39.38	76	124	93	107	95	110	52	152			
01 ANTELOPE - Vote By Mail	546	268	49.08	108	132	84	165	122	133	67	183			
03 BRIDGEPORT 0003	399	174	43.61	57	106	50	112	59	105	41	122			
03 BRIDGEPORT - Vote By Mail	399	182	45.61	69	94	58	106	79	89	48	123			
04 TRI-VALLEY 0004	594	163	27.44	53	98	50	105	43	109	39	119			
04 TRI-VALLEY - Vote By Mail	594	322	54.21	116	175	119	179	95	198	73	228			
05 JUNE LAKE 0005	381	114	29.92	47	54	32	73	45	62	43	64			
05 JUNE LAKE - Vote By Mail	381	215	56.43	111	84	70	124	97	100	99	104			
06 LEE VINING - MB 0006	249	3	1.20	2	1	2	1	1	2	1	2			
06 LEE VINING - MB - Vote By Mail	249	219	87.95	133	74	61	137	91	112	118	97			
07 LONG VALLEY 0007	751	294	39.15	133	133	74	203	111	163	118	164			
07 LONG VALLEY - Vote By Mail	751	364	48.47	172	150	121	217	157	169	143	202			
08 MAMMOTH MEADOW 0008	429	172	40.09	80	72	45	114	83	76	83	80			
08 MAMMOTH MEADOW - Vote By Mail	429	189	44.06	83	89	52	131	79	88	87	94			
09 MAMMOTH MINARET 0009	869	285	32.80	151	94	81	174	142	117	138	133			
09 MAMMOTH MINARET - Vote By Mail	869	429	49.37	237	152	125	270	185	204	185	217			
10 MAMMOTH PINECREST 0010	597	202	33.84	101	75	65	124	98	82	88	101			
10 MAMMOTH PINECREST - Vote By Mail	597	283	47.40	142	117	91	167	135	130	142	133			
11 SWALL MEADOWS - MB 0011	262	0	0.00	0	0	0	0	0	0	0	0			
11 SWALL MEADOWS - MB - Vote By Mail	262	257	98.09	156	92	77	160	114	132	144	106			
12 MAMMOTH VIEW 0012	863	328	38.01	154	122	95	195	164	123	137	163			
12 MAMMOTH VIEW - Vote By Mail	863	356	41.25	183	139	116	212	167	150	158	178			
13 OLD MAMMOTH 0013	558	188	33.69	98	58	60	110	95	72	80	90			
13 OLD MAMMOTH - Vote By Mail	558	263	47.13	144	93	69	166	99	137	125	117			
Precinct Totals	6498	2138	32.90	952	937	647	1318	936	1021	820	1190			
Vote By Mail Totals	6498	3347	51.51	1654	1391	1043	2034	1420	1642	1389	1782			
Grand Totals	6498	5485	84.41	2606	2328	1690	3352	2356	2663	2209	2972			
CALIFORNIA	6498	5485	84.41	2606	2328	1690	3352	2356	2663	2209	2972			
8TH CONGRESSIONAL DISTRICT	6498	5485	84.41	2606	2328	1690	3352	2356	2663	2209	2972			
8th STATE SENATE DISTRICT	6498	5485	84.41	2606	2328	1690	3352	2356	2663	2209	2972			
5TH ASSEMBLY DISTRICT	6498	5485	84.41	2606	2328	1690	3352	2356	2663	2209	2972			
1st EQUALIZATION DISTRICT	6498	5485	84.41	2606	2328	1690	3352	2356	2663	2209	2972			
1st SUPERVISOR DISTRICT	863	684	79.26	337	261	211	407	331	273	295	341			
2nd SUPERVISOR DISTRICT	1607	1400	87.12	630	648	441	864	520	771	517	819			
3rd SUPERVISOR DISTRICT	1499	1265	84.39	681	459	371	779	561	597	584	617			
4th SUPERVISOR DISTRICT	1374	1200	87.34	473	617	382	735	517	601	378	754			
5th SUPERVISOR DISTRICT	1155	936	81.04	485	343	285	567	427	421	435	441			
MONO COUNTY	6498	5485	84.41	2606	2328	1690	3352	2356	2663	2209	2972			
TOWN OF MAMMOTH LAKES	3316	2695	81.27	1373	1011	799	1663	1247	1179	1223	1306			

MONO COUNTY Statement of Vote  
MONO\_20161108\_E

140019	CALIFORNIA														
	Registration	Ballots Cast	Turnout (%)		PROP 59 YES	NO		PROP 60 YES	NO		PROP 61 YES	NO		PROP 62 YES	NO
01 ANTELOPE 0001	546	215	39.38		76	124		93	107		95	110		52	152
01 ANTELOPE - Vote By Mail	546	268	49.08		108	132		84	165		122	133		67	183
03 BRIDGEPORT 0003	399	174	43.61		57	106		50	112		59	105		41	122
03 BRIDGEPORT - Vote By Mail	399	182	45.61		69	94		58	106		79	89		48	123
04 TRI-VALLEY 0004	594	163	27.44		53	98		50	105		43	109		39	119
04 TRI-VALLEY - Vote By Mail	594	322	54.21		116	175		119	179		95	198		73	228
05 JUNE LAKE 0005	381	114	29.92		47	54		32	73		45	62		43	64
05 JUNE LAKE - Vote By Mail	381	215	56.43		111	84		70	124		97	100		99	104
06 LEE VINING - MB 0006	249	3	1.20		2	1		2	1		1	2		1	2
06 LEE VINING - MB - Vote By Mail	249	219	87.95		133	74		61	137		91	112		118	97
07 LONG VALLEY 0007	751	294	39.15		133	133		74	203		111	163		118	164
07 LONG VALLEY - Vote By Mail	751	364	48.47		172	150		121	217		157	169		143	202
08 MAMMOTH MEADOW 0008	429	172	40.09		80	72		45	114		83	76		83	80
08 MAMMOTH MEADOW - Vote By Mail	429	189	44.06		83	89		52	131		79	88		87	94
09 MAMMOTH MINARET 0009	869	285	32.80		151	94		81	174		142	117		138	133
09 MAMMOTH MINARET - Vote By Mail	869	429	49.37		237	152		125	270		185	204		185	217
10 MAMMOTH PINECREST 0010	597	202	33.84		101	75		65	124		98	82		88	101
10 MAMMOTH PINECREST - Vote By Mail	597	283	47.40		142	117		91	167		135	130		142	133
11 SWALL MEADOWS - MB 0011	262	0	0.00		0	0		0	0		0	0		0	0
11 SWALL MEADOWS - MB - Vote By Mail	262	257	98.09		156	92		77	160		114	132		144	106
12 MAMMOTH VIEW 0012	863	328	38.01		154	122		95	195		164	123		137	163
12 MAMMOTH VIEW - Vote By Mail	863	356	41.25		183	139		116	212		167	150		158	178
13 OLD MAMMOTH 0013	558	188	33.69		98	58		60	110		95	72		80	90
13 OLD MAMMOTH - Vote By Mail	558	263	47.13		144	93		69	166		99	137		125	117
Precinct Totals	6498	2138	32.90		952	937		647	1318		936	1021		820	1190
Vote By Mail Totals	6498	3347	51.51		1654	1391		1043	2034		1420	1642		1389	1782
Grand Totals	6498	5485	84.41		2606	2328		1690	3352		2356	2663		2209	2972
CALIFORNIA	6498	5485	84.41		2606	2328		1690	3352		2356	2663		2209	2972
8TH CONGRESSIONAL DISTRICT	6498	5485	84.41		2606	2328		1690	3352		2356	2663		2209	2972
8th STATE SENATE DISTRICT	6498	5485	84.41		2606	2328		1690	3352		2356	2663		2209	2972
5TH ASSEMBLY DISTRICT	6498	5485	84.41		2606	2328		1690	3352		2356	2663		2209	2972
1st EQUALIZATION DISTRICT	6498	5485	84.41		2606	2328		1690	3352		2356	2663		2209	2972
1st SUPERVISOR DISTRICT	863	684	79.26		337	261		211	407		331	273		295	341
2nd SUPERVISOR DISTRICT	1607	1400	87.12		630	648		441	864		520	771		517	819
3rd SUPERVISOR DISTRICT	1499	1265	84.39		681	459		371	779		581	597		584	617
4th SUPERVISOR DISTRICT	1374	1200	87.34		473	617		382	735		517	601		378	754
5th SUPERVISOR DISTRICT	1155	936	81.04		485	343		285	567		427	421		435	441
MONO COUNTY	6498	5485	84.41		2606	2328		1690	3352		2356	2663		2209	2972
TOWN OF MAMMOTH LAKES	3316	2695	81.27		1373	1011		799	1663		1247	1179		1223	1306

140019	CALIFORNIA													
	Registration	Ballots Cast	Turnout (%)	PROP 59 YES	NO	PROP 60 YES	NO	PROP 61 YES	NO	PROP 62 YES	NO			
01 ANTELOPE 0001	546	215	39.38	76	124	93	107	95	110	52	152			
01 ANTELOPE - Vote By Mail	546	268	49.08	108	132	84	165	122	133	67	183			
03 BRIDGEPORT 0003	399	174	43.61	57	106	50	112	59	105	41	122			
03 BRIDGEPORT - Vote By Mail	399	182	45.61	69	94	58	106	79	89	48	123			
04 TRI-VALLEY 0004	594	163	27.44	53	98	50	105	43	109	39	119			
04 TRI-VALLEY - Vote By Mail	594	322	54.21	116	175	119	179	95	198	73	228			
05 JUNE LAKE 0005	381	114	29.92	47	54	32	73	45	62	43	64			
05 JUNE LAKE - Vote By Mail	381	215	56.43	111	84	70	124	97	100	99	104			
06 LEE VINING - MB 0006	249	3	1.20	2	1	2	1	1	2	1	2			
06 LEE VINING - MB - Vote By Mail	249	219	87.95	133	74	61	137	91	112	118	97			
07 LONG VALLEY 0007	751	294	39.15	133	133	74	203	111	163	118	164			
07 LONG VALLEY - Vote By Mail	751	364	48.47	172	150	121	217	157	169	143	202			
08 MAMMOTH MEADOW 0008	429	172	40.09	80	72	45	114	83	76	83	80			
08 MAMMOTH MEADOW - Vote By Mail	429	189	44.06	83	89	52	131	79	88	87	94			
09 MAMMOTH MINARET 0009	869	285	32.80	151	94	81	174	142	117	138	133			
09 MAMMOTH MINARET - Vote By Mail	869	429	49.37	237	152	125	270	185	204	185	217			
10 MAMMOTH PINECREST 0010	597	202	33.84	101	75	65	124	98	82	88	101			
10 MAMMOTH PINECREST - Vote By Mail	597	283	47.40	142	117	91	167	135	130	142	133			
11 SWALL MEADOWS - MB 0011	262	0	0.00	0	0	0	0	0	0	0	0			
11 SWALL MEADOWS - MB - Vote By Mail	262	257	98.09	156	92	77	160	114	132	144	106			
12 MAMMOTH VIEW 0012	863	328	38.01	154	122	95	195	164	123	137	163			
12 MAMMOTH VIEW - Vote By Mail	863	356	41.25	183	139	116	212	167	150	158	178			
13 OLD MAMMOTH 0013	558	188	33.69	98	58	60	110	95	72	80	90			
13 OLD MAMMOTH - Vote By Mail	558	263	47.13	144	93	69	166	99	137	125	117			
Precinct Totals	6498	2138	32.90	952	937	647	1318	936	1021	820	1190			
Vote By Mail Totals	6498	3347	51.51	1654	1391	1043	2034	1420	1642	1389	1782			
Grand Totals	6498	5485	84.41	2606	2328	1690	3352	2356	2663	2209	2972			
CALIFORNIA	6498	5485	84.41	2606	2328	1690	3352	2356	2663	2209	2972			
8TH CONGRESSIONAL DISTRICT	6498	5485	84.41	2606	2328	1690	3352	2356	2663	2209	2972			
8th STATE SENATE DISTRICT	6498	5485	84.41	2606	2328	1690	3352	2356	2663	2209	2972			
5TH ASSEMBLY DISTRICT	6498	5485	84.41	2606	2328	1690	3352	2356	2663	2209	2972			
1st EQUALIZATION DISTRICT	6498	5485	84.41	2606	2328	1690	3352	2356	2663	2209	2972			
1st SUPERVISOR DISTRICT	863	684	79.26	337	261	211	407	331	273	295	341			
2nd SUPERVISOR DISTRICT	1607	1400	87.12	630	648	441	864	520	771	517	819			
3rd SUPERVISOR DISTRICT	1499	1265	84.39	681	459	371	779	561	597	584	617			
4th SUPERVISOR DISTRICT	1374	1200	87.34	473	617	382	735	517	601	378	754			
5th SUPERVISOR DISTRICT	1155	936	81.04	485	343	285	567	427	421	435	441			
MONO COUNTY	6498	5485	84.41	2606	2328	1690	3352	2356	2663	2209	2972			
TOWN OF MAMMOTH LAKES	3316	2695	81.27	1373	1011	799	1663	1247	1179	1223	1306			

MONO COUNTY Statement of Vote  
MONO\_20161108\_E

140023	CALIFORNIA											
	Registration	Ballots Cast	Turnout (%)	PROP 63 YES	NO	PROP 64 YES	NO	PROP 65 YES	NO	PROP 66 YES	NO	
01 ANTELOPE 0001	546	215	39.38	59	147	115	95	64	138	110	87	
01 ANTELOPE - Vote By Mail	546	268	49.08	69	191	141	115	84	166	151	87	
03 BRIDGEPORT 0003	399	174	43.61	46	125	96	77	47	120	73	87	
03 BRIDGEPORT - Vote By Mail	399	182	45.61	45	132	80	94	63	108	87	76	
04 TRI-VALLEY 0004	594	163	27.44	28	129	82	76	44	112	80	75	
04 TRI-VALLEY - Vote By Mail	594	322	54.21	73	237	158	153	99	205	155	141	
05 JUNE LAKE 0005	381	114	29.92	40	69	59	53	45	61	31	69	
05 JUNE LAKE - Vote By Mail	381	215	56.43	103	105	138	73	86	117	74	120	
06 LEE VINING - MB 0006	249	3	1.20	1	2	2	1	1	2	2	1	
06 LEE VINING - MB - Vote By Mail	249	219	87.95	114	101	141	75	79	127	68	135	
07 LONG VALLEY 0007	751	294	39.15	137	147	168	118	131	152	130	139	
07 LONG VALLEY - Vote By Mail	751	364	48.47	180	174	230	127	195	150	179	145	
08 MAMMOTH MEADOW 0008	429	172	40.09	91	73	118	52	94	70	79	74	
08 MAMMOTH MEADOW - Vote By Mail	429	189	44.06	99	87	117	69	86	94	75	92	
09 MAMMOTH MINARET 0009	869	285	32.80	148	127	177	105	154	121	116	128	
09 MAMMOTH MINARET - Vote By Mail	869	429	49.37	230	184	281	140	210	193	169	217	
10 MAMMOTH PINECREST 0010	597	202	33.84	116	80	129	71	128	64	87	85	
10 MAMMOTH PINECREST - Vote By Mail	597	283	47.40	179	101	184	98	142	132	109	146	
11 SWALL MEADOWS - MB 0011	262	0	0.00	0	0	0	0	0	0	0	0	
11 SWALL MEADOWS - MB - Vote By Mail	262	257	98.09	153	102	166	89	121	129	114	133	
12 MAMMOTH VIEW 0012	863	328	38.01	174	125	189	127	186	112	130	143	
12 MAMMOTH VIEW - Vote By Mail	863	356	41.25	206	134	241	107	200	132	160	154	
13 OLD MAMMOTH 0013	558	188	33.69	106	69	112	71	100	76	66	91	
13 OLD MAMMOTH - Vote By Mail	558	263	47.13	152	106	179	75	129	119	95	136	
Precinct Totals	6498	2138	32.90	946	1093	1247	846	994	1028	904	979	
Vote By Mail Totals	6498	3347	51.51	1603	1654	2056	1215	1494	1672	1436	1582	
Grand Totals	6498	5485	84.41	2549	2747	3303	2061	2488	2700	2340	2561	
CALIFORNIA	6498	5485	84.41	2549	2747	3303	2061	2488	2700	2340	2561	
8TH CONGRESSIONAL DISTRICT	6498	5485	84.41	2549	2747	3303	2061	2488	2700	2340	2561	
8th STATE SENATE DISTRICT	6498	5485	84.41	2549	2747	3303	2061	2488	2700	2340	2561	
5TH ASSEMBLY DISTRICT	6498	5485	84.41	2549	2747	3303	2061	2488	2700	2340	2561	
1st EQUALIZATION DISTRICT	6498	5485	84.41	2549	2747	3303	2061	2488	2700	2340	2561	
1st SUPERVISOR DISTRICT	863	684	79.26	380	259	430	234	386	244	290	297	
2nd SUPERVISOR DISTRICT	1607	1400	87.12	571	789	804	563	590	748	658	633	
3rd SUPERVISOR DISTRICT	1499	1265	84.39	636	588	798	447	575	621	460	670	
4th SUPERVISOR DISTRICT	1374	1200	87.34	409	755	667	502	438	696	575	503	
5th SUPERVISOR DISTRICT	1155	936	81.04	553	356	604	315	499	391	357	458	
MONO COUNTY	6498	5485	84.41	2549	2747	3303	2061	2488	2700	2340	2561	
TOWN OF MAMMOTH LAKES	3316	2695	81.27	1501	1086	1727	915	1429	1113	1086	1266	

MONO COUNTY Statement of Vote  
MONO\_20161108\_E

140023	CALIFORNIA													
	Registration	Ballots Cast	Turnout (%)	PROP 63 YES	NO	PROP 64 YES	NO	PROP 65 YES	NO	PROP 66 YES	NO			
01 ANTELOPE 0001	546	215	39.38	59	147	115	95	64	138	110	87			
01 ANTELOPE - Vote By Mail	546	268	49.08	69	191	141	115	84	166	151	87			
03 BRIDGEPORT 0003	399	174	43.61	46	125	96	77	47	120	73	87			
03 BRIDGEPORT - Vote By Mail	399	182	45.61	45	132	80	94	63	108	87	76			
04 TRI-VALLEY 0004	594	163	27.44	28	129	82	76	44	112	80	75			
04 TRI-VALLEY - Vote By Mail	594	322	54.21	73	237	158	153	99	205	155	141			
05 JUNE LAKE 0005	381	114	29.92	40	69	59	53	45	61	31	69			
05 JUNE LAKE - Vote By Mail	381	215	56.43	103	105	138	73	86	117	74	120			
06 LEE VINING - MB 0006	249	3	1.20	1	2	2	1	1	2	2	1			
06 LEE VINING - MB - Vote By Mail	249	219	87.95	114	101	141	75	79	127	68	135			
07 LONG VALLEY 0007	751	294	39.15	137	147	168	118	131	152	130	139			
07 LONG VALLEY - Vote By Mail	751	364	48.47	180	174	230	127	195	150	179	145			
08 MAMMOTH MEADOW 0008	429	172	40.09	91	73	118	52	94	70	79	74			
08 MAMMOTH MEADOW - Vote By Mail	429	189	44.06	99	87	117	69	86	94	75	92			
09 MAMMOTH MINARET 0009	869	285	32.80	148	127	177	105	154	121	116	128			
09 MAMMOTH MINARET - Vote By Mail	869	429	49.37	230	184	281	140	210	193	169	217			
10 MAMMOTH PINECREST 0010	597	202	33.84	116	80	129	71	128	64	87	85			
10 MAMMOTH PINECREST - Vote By Mail	597	283	47.40	179	101	184	98	142	132	109	146			
11 SWALL MEADOWS - MB 0011	262	0	0.00	0	0	0	0	0	0	0	0			
11 SWALL MEADOWS - MB - Vote By Mail	262	257	98.09	153	102	166	89	121	129	114	133			
12 MAMMOTH VIEW 0012	863	328	38.01	174	125	189	127	188	112	130	143			
12 MAMMOTH VIEW - Vote By Mail	863	356	41.25	206	134	241	107	200	132	160	154			
13 OLD MAMMOTH 0013	558	188	33.69	106	69	112	71	100	76	66	91			
13 OLD MAMMOTH - Vote By Mail	558	263	47.13	152	106	179	75	129	119	95	136			
Precinct Totals	6498	2138	32.90	946	1093	1247	846	994	1028	904	979			
Vote By Mail Totals	6498	3347	51.51	1603	1654	2056	1215	1494	1672	1436	1582			
Grand Totals	6498	5485	84.41	2549	2747	3303	2061	2488	2700	2340	2561			
CALIFORNIA	6498	5485	84.41	2549	2747	3303	2061	2488	2700	2340	2561			
8TH CONGRESSIONAL DISTRICT	6498	5485	84.41	2549	2747	3303	2061	2488	2700	2340	2561			
8th STATE SENATE DISTRICT	6498	5485	84.41	2549	2747	3303	2061	2488	2700	2340	2561			
5TH ASSEMBLY DISTRICT	6498	5485	84.41	2549	2747	3303	2061	2488	2700	2340	2561			
1st EQUALIZATION DISTRICT	6498	5485	84.41	2549	2747	3303	2061	2488	2700	2340	2561			
1st SUPERVISOR DISTRICT	863	684	79.26	380	259	430	234	386	244	290	297			
2nd SUPERVISOR DISTRICT	1607	1400	87.12	571	789	804	563	590	748	658	633			
3rd SUPERVISOR DISTRICT	1499	1265	84.39	636	588	798	447	575	621	460	670			
4th SUPERVISOR DISTRICT	1374	1200	87.34	409	755	667	502	438	696	575	503			
5th SUPERVISOR DISTRICT	1155	936	81.04	553	356	604	315	499	391	357	458			
MONO COUNTY	6498	5485	84.41	2549	2747	3303	2061	2488	2700	2340	2561			
TOWN OF MAMMOTH LAKES	3316	2695	81.27	1501	1086	1727	915	1429	1113	1086	1266			

MONO COUNTY Statement of Vote  
MONO\_20161108\_E

140023	CALIFORNIA													
	Registration	Ballots Cast	Turnout (%)	PROP 63 YES	NO	PROP 64 YES	NO	PROP 65 YES	NO	PROP 66 YES	NO			
01 ANTELOPE 0001	546	215	39.38	59	147	115	95	64	138	110	87			
01 ANTELOPE - Vote By Mail	546	268	49.08	69	191	141	115	84	166	151	87			
03 BRIDGEPORT 0003	399	174	43.61	46	125	96	77	47	120	73	87			
03 BRIDGEPORT - Vote By Mail	399	182	45.61	45	132	80	94	63	108	87	76			
04 TRI-VALLEY 0004	594	163	27.44	28	129	82	76	44	112	80	75			
04 TRI-VALLEY - Vote By Mail	594	322	54.21	73	237	158	153	99	205	155	141			
05 JUNE LAKE 0005	381	114	29.92	40	69	59	53	45	61	31	69			
05 JUNE LAKE - Vote By Mail	381	215	56.43	103	105	138	73	86	117	74	120			
06 LEE VINING - MB 0006	249	3	1.20	1	2	2	1	1	2	2	1			
06 LEE VINING - MB - Vote By Mail	249	219	87.95	114	101	141	75	79	127	68	135			
07 LONG VALLEY 0007	751	294	39.15	137	147	168	118	131	152	130	139			
07 LONG VALLEY - Vote By Mail	751	364	48.47	180	174	230	127	195	150	179	145			
08 MAMMOTH MEADOW 0008	429	172	40.09	91	73	118	52	94	70	79	74			
08 MAMMOTH MEADOW - Vote By Mail	429	189	44.06	99	87	117	69	86	94	75	92			
09 MAMMOTH MINARET 0009	869	285	32.80	148	127	177	105	154	121	116	128			
09 MAMMOTH MINARET - Vote By Mail	869	429	49.37	230	184	281	140	210	193	169	217			
10 MAMMOTH PINECREST 0010	597	202	33.84	116	80	129	71	128	64	87	85			
10 MAMMOTH PINECREST - Vote By Mail	597	283	47.40	179	101	184	98	142	132	109	146			
11 SWALL MEADOWS - MB 0011	262	0	0.00	0	0	0	0	0	0	0	0			
11 SWALL MEADOWS - MB - Vote By Mail	262	257	98.09	153	102	166	89	121	129	114	133			
12 MAMMOTH VIEW 0012	863	328	38.01	174	125	189	127	186	112	130	143			
12 MAMMOTH VIEW - Vote By Mail	863	356	41.25	206	134	241	107	200	132	160	154			
13 OLD MAMMOTH 0013	558	188	33.69	106	69	112	71	100	76	66	91			
13 OLD MAMMOTH - Vote By Mail	558	263	47.13	152	106	179	75	129	119	95	136			
Precinct Totals	6498	2138	32.90	946	1093	1247	846	994	1028	904	979			
Vote By Mail Totals	6498	3347	51.51	1603	1654	2056	1215	1494	1672	1436	1582			
Grand Totals	6498	5485	84.41	2549	2747	3303	2061	2488	2700	2340	2561			
CALIFORNIA	6498	5485	84.41	2549	2747	3303	2061	2488	2700	2340	2561			
8TH CONGRESSIONAL DISTRICT	6498	5485	84.41	2549	2747	3303	2061	2488	2700	2340	2561			
8th STATE SENATE DISTRICT	6498	5485	84.41	2549	2747	3303	2061	2488	2700	2340	2561			
5TH ASSEMBLY DISTRICT	6498	5485	84.41	2549	2747	3303	2061	2488	2700	2340	2561			
1st EQUALIZATION DISTRICT	6498	5485	84.41	2549	2747	3303	2061	2488	2700	2340	2561			
1st SUPERVISOR DISTRICT	863	684	79.26	380	259	430	234	386	244	290	297			
2nd SUPERVISOR DISTRICT	1607	1400	87.12	571	789	804	563	590	748	658	633			
3rd SUPERVISOR DISTRICT	1499	1265	84.39	636	588	798	447	575	621	460	670			
4th SUPERVISOR DISTRICT	1374	1200	87.34	409	755	667	502	438	696	575	503			
5th SUPERVISOR DISTRICT	1155	936	81.04	553	356	604	315	499	391	357	458			
MONO COUNTY	6498	5485	84.41	2549	2747	3303	2061	2488	2700	2340	2561			
TOWN OF MAMMOTH LAKES	3318	2695	81.27	1501	1086	1727	915	1429	1113	1086	1266			

140023	CALIFORNIA														
	Registration	Ballots Cast	Turnout (%)		PROP 63 YES	NO		PROP 64 YES	NO		PROP 65 YES	NO		PROP 66 YES	NO
01 ANTELOPE 0001	546	215	39.38		59	147		115	95		64	138		110	87
01 ANTELOPE - Vote By Mail	546	268	49.08		69	191		141	115		84	166		151	87
03 BRIDGEPORT 0003	399	174	43.61		46	125		96	77		47	120		73	87
03 BRIDGEPORT - Vote By Mail	399	182	45.61		45	132		80	94		63	108		87	76
04 TRI-VALLEY 0004	594	163	27.44		28	129		82	76		44	112		80	75
04 TRI-VALLEY - Vote By Mail	594	322	54.21		73	237		158	153		99	205		155	141
05 JUNE LAKE 0005	381	114	29.92		40	69		59	53		45	61		31	69
05 JUNE LAKE - Vote By Mail	381	215	56.43		103	105		138	73		86	117		74	120
06 LEE VINING - MB 0006	249	3	1.20		1	2		2	1		1	2		2	1
06 LEE VINING - MB - Vote By Mail	249	219	87.95		114	101		141	75		79	127		68	135
07 LONG VALLEY 0007	751	294	39.15		137	147		168	118		131	152		130	139
07 LONG VALLEY - Vote By Mail	751	364	48.47		180	174		230	127		195	150		179	145
08 MAMMOTH MEADOW 0008	429	172	40.09		91	73		118	52		94	70		79	74
08 MAMMOTH MEADOW - Vote By Mail	429	189	44.06		99	87		117	69		86	94		75	92
09 MAMMOTH MINARET 0009	869	285	32.80		148	127		177	105		154	121		116	128
09 MAMMOTH MINARET - Vote By Mail	869	429	49.37		230	184		281	140		210	193		169	217
10 MAMMOTH PINECREST 0010	597	202	33.84		116	80		129	71		128	64		87	85
10 MAMMOTH PINECREST - Vote By Mail	597	283	47.40		179	101		184	98		142	132		109	146
11 SWALL MEADOWS - MB 0011	262	0	0.00		0	0		0	0		0	0		0	0
11 SWALL MEADOWS - MB - Vote By Mail	262	257	98.09		153	102		166	89		121	129		114	133
12 MAMMOTH VIEW 0012	863	328	38.01		174	125		189	127		186	112		130	143
12 MAMMOTH VIEW - Vote By Mail	863	356	41.25		206	134		241	107		200	132		160	154
13 OLD MAMMOTH 0013	558	188	33.69		106	69		112	71		100	76		66	91
13 OLD MAMMOTH - Vote By Mail	558	263	47.13		152	106		179	75		129	119		95	136
Precinct Totals	6498	2138	32.90		946	1093		1247	846		994	1028		904	979
Vote By Mail Totals	6498	3347	51.51		1603	1654		2056	1215		1494	1672		1436	1582
Grand Totals	6498	5485	84.41		2549	2747		3303	2061		2488	2700		2340	2561
CALIFORNIA	6498	5485	84.41		2549	2747		3303	2061		2488	2700		2340	2561
8TH CONGRESSIONAL DISTRICT	6498	5485	84.41		2549	2747		3303	2061		2488	2700		2340	2561
8th STATE SENATE DISTRICT	6498	5485	84.41		2549	2747		3303	2061		2488	2700		2340	2561
5TH ASSEMBLY DISTRICT	6498	5485	84.41		2549	2747		3303	2061		2488	2700		2340	2561
1st EQUALIZATION DISTRICT	6498	5485	84.41		2549	2747		3303	2061		2488	2700		2340	2561
1st SUPERVISOR DISTRICT	863	684	79.26		380	259		430	234		386	244		290	297
2nd SUPERVISOR DISTRICT	1607	1400	87.12		571	789		804	563		590	748		658	633
3rd SUPERVISOR DISTRICT	1499	1265	84.39		636	588		798	447		575	621		460	670
4th SUPERVISOR DISTRICT	1374	1200	87.34		409	755		667	502		438	696		575	503
5th SUPERVISOR DISTRICT	1155	936	81.04		553	356		604	315		499	391		357	458
MONO COUNTY	6498	5485	84.41		2549	2747		3303	2061		2488	2700		2340	2561
TOWN OF MAMMOTH LAKES	3316	2695	81.27		1501	1086		1727	915		1429	1113		1086	1266







# CLERK-RECORDER-REGISTRAR OF VOTERS COUNTY OF MONO

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

Bob Musil  
Clerk/Recorder/Registrar  
bmusil@mono.ca.gov

Shannon Kendall  
Assistant Clerk/Recorder/Registrar  
skendall@mono.ca.gov

December 1, 2016

## 1% Manual Tally Report

In accordance with Section 15360 of the California Elections Code, Mono County conducted a manual tally of precincts totaling at least 1% of the votes cast in the November 8, 2016 General Election. The precinct randomly selected was Precinct 3 (Bridgeport). Additionally, Precinct 5 (June Lake) was tallied for the results of the June Lake Public Utility District contest.

Participating in the tally were Bob Musil, Shannon Kendall, and Helen Nunn from the Office of the Registrar of Voters, and Jami Jerrett from the Department of Information Technology.

All contests on the Precinct 3 ballot were hand tallied, as was the June Lake Public Utility District contest on the Precinct 5 ballot. In accordance with direction from the Secretary of State's Office, the initial tally counted the votes cast at the precincts only.

When the first contest was counted, it was found that the machine total exceeded the hand count. Upon investigation, it was determined that test data remained on the spare cartridges for each machine used in the precincts. Since these spare cartridges were not used, there should have been no data on them. The cartridges were cleared, new semi-final results were run, and the tally was restarted.

For the June Lake Public Utility District, write-in votes did not register on the machine totals. Working with the programmer, it was determined that a setting was incorrect, causing the write-in ballots to be skipped. A hand tally of all precinct and vote-by-mail ballots was conducted. It was determined that there were five properly cast write-in ballots, but none of the votes was for a properly registered write-in candidate.

There were no other issues with the hand tally.

Bob Musil, Registrar of Voters

All ballots were counted, and the accuracy of the machine totals was verified by a manual tally. In the case of the June Lake Public Utility District, a second hand tally of 100% of the votes was conducted, and the results matched the machine totals.



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Bob Musil, Registrar of Voters



## CLERK-RECORDER-REGISTRAR OF VOTERS COUNTY OF MONO

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Bob Musil  
Clerk/Recorder/Registrar  
bmusil@mono.ca.gov

Shannon Kendall  
Assistant Clerk/Recorder/Registrar  
skendall@mono.ca.gov

December 1, 2016

### Voting Incident Report

For the 2016 General Election, Mono County used Dominion Voting Systems Insight Voting Machines for tallying paper ballots, and Dominion Edge Voting Machines for Provisional and Electronic ballots.

A total of 7 Insights and 10 Edges were deployed into precincts. There were no reported incidents with any of these machines.

Two Insights were used at the central vote counting location in Bridgeport. One was used for counting the ballots from the all Vote by Mail precincts of Lee Vining and Swall Meadows. The other Insight was used to tally all of the Vote by Mail ballots from all other precincts.

On Election Day we were processing the Vote by Mails and the All Mail ballots through 2 Insight machines. We had several "Defective Ballot" errors on both, but more on the All Mail machine, so we thought it was a machine issue. We then swapped out the All Mail Machine for the North County Spare Machine and used the All Mail cartridge in it to finish the ballots. In the time we discovered the error was not the machine, it was mostly caused by ballots that had been voted in pencil. After that we still had so many Vote by mails to process we decided to place the Vote By Mail Spare cartridge into the North County Spare machine to process ballots quicker using 2 machines at the same time.

After Election Day we continued to process Vote by Mails through the North County Spare cartridge since it was one that hadn't been used on Election Day. We then tallied it as Vote by Mail category. When we looked at the report and saw that it was showing a zero, we discovered with Dominion that it was because the North County Spare cartridge was originally created to only process polling place ballots, not Vote by Mail ballots. So we deleted the North County Spare cartridge from cartridge processing in WINEDS, reopened the polls on the Vote by Mail Cartridge, and tallied that one. After we got the results we wanted, we then felt safe to clear the North County cartridge votes off, and retally it to show all cartridges were processed through WINEDS.

When the ballots for Precinct 5 (June Lake) were tallied, the write-in ballots for the June Lake Public Utility District did not tally. There should have been five write-in ballots that registered. None of the persons written had had filed papers to run as a write-in candidate, so this did not affect the results. After working with our voting database programmer, it was determined that a setting was misconfigured, causing the write-in votes to be skipped entirely.

STATEWIDE GENERAL ELECTION ~ NOVEMBER 8, 2016

*Pruned*

*12/1/16 HD*

<u>JUNE LAKE PUD</u>												NUMBER OF VOTES In Figures												
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>20</u>	<u>261</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>270</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>280</u>
	<u>21</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>30</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>40</u>	<u>281</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>290</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>290</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>300</u>
	<u>41</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>50</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>60</u>	<u>301</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>310</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>310</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>320</u>
	<u>61</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>70</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>80</u>	<u>321</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>330</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>330</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>340</u>
	<u>81</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>90</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>100</u>	<u>341</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>350</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>350</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>360</u>
	<u>101</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>110</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>120</u>	<u>361</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>370</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>370</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>380</u>
	<u>121</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>130</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>140</u>	<u>381</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>390</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>390</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>400</u>
	<u>141</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>150</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>160</u>	<u>401</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>410</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>410</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>420</u>
	<u>161</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>170</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>180</u>	<u>421</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>430</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>430</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>440</u>
	<u>181</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>190</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>200</u>	<u>441</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>450</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>450</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>460</u>
	<u>201</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>210</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>220</u>	<u>461</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>470</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>470</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>480</u>
	<u>221</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>230</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>240</u>	<u>481</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>490</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>490</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>500</u>
	<u>241</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>250</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>260</u>	<u>501</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>510</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>510</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>520</u>

*60*  
*+2 prov.*

<u>JUNE LAKE PUD</u>												NUMBER OF VOTES In Figures												
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>20</u>	<u>261</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>270</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>280</u>
	<u>21</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>30</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>40</u>	<u>281</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>290</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>290</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>300</u>
	<u>41</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>50</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>60</u>	<u>301</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>310</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>310</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>320</u>
	<u>61</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>70</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>80</u>	<u>321</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>330</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>330</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>340</u>
	<u>81</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>90</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>100</u>	<u>341</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>350</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>350</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>360</u>
	<u>101</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>110</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>120</u>	<u>361</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>370</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>370</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>380</u>
	<u>121</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>130</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>140</u>	<u>381</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>390</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>390</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>400</u>
	<u>141</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>150</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>160</u>	<u>401</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>410</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>410</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>420</u>
	<u>161</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>170</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>180</u>	<u>421</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>430</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>430</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>440</u>
	<u>181</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>190</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>200</u>	<u>441</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>450</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>450</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>460</u>
	<u>201</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>210</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>220</u>	<u>461</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>470</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>470</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>480</u>
	<u>221</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>230</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>240</u>	<u>481</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>490</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>490</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>500</u>
	<u>241</u>	<u>23</u>	<u>45</u>	<u>67</u>	<u>89</u>	<u>250</u>	<u>12</u>	<u>34</u>	<u>56</u>	<u>789</u>	<u>260</u>	<u>501</u>	<u>234</u>	<u>567</u>	<u>89</u>	<u>510</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>510</u>	<u>123</u>	<u>456</u>	<u>789</u>	<u>520</u>

*608*

~~no vote~~  
*no vote*

*Alice Suszynski*

12/1/16 HW

STATEWIDE GENERAL ELECTION ~ NOVEMBER 8, 2016

JUNE LAKE PUD

DALE GREINER

1 2 3 4 5 6 7 8 9 10 12 3 4 5 6 7 8 9 20  
 21 2 3 4 5 6 7 8 9 30 1 2 3 4 5 6 7 8 9 40  
 41 2 3 4 5 6 7 8 9 50 1 2 3 4 5 6 7 8 9 60  
 61 2 3 4 5 6 7 8 9 70 1 2 3 4 5 6 7 8 9 80  
 81 2 3 4 5 6 7 8 9 90 1 2 3 4 5 6 7 8 9 100  
 101 2 3 4 5 6 7 8 9 110 1 2 3 4 5 6 7 8 9 120  
 121 2 3 4 5 6 7 8 9 130 1 2 3 4 5 6 7 8 9 140  
 141 2 3 4 5 6 7 8 9 150 1 2 3 4 5 6 7 8 9 160  
 161 2 3 4 5 6 7 8 9 170 1 2 3 4 5 6 7 8 9 180  
 181 2 3 4 5 6 7 8 9 190 1 2 3 4 5 6 7 8 9 200  
 201 2 3 4 5 6 7 8 9 210 1 2 3 4 5 6 7 8 9 220  
 221 2 3 4 5 6 7 8 9 230 1 2 3 4 5 6 7 8 9 240  
 241 2 3 4 5 6 7 8 9 250 1 2 3 4 5 6 7 8 9 260

261 2 3 4 5 6 7 8 9 270 1 2 3 4 5 6 7 8 9 280  
 281 2 3 4 5 6 7 8 9 290 1 2 3 4 5 6 7 8 9 300  
 301 2 3 4 5 6 7 8 9 310 1 2 3 4 5 6 7 8 9 320  
 321 2 3 4 5 6 7 8 9 330 1 2 3 4 5 6 7 8 9 340  
 341 2 3 4 5 6 7 8 9 350 1 2 3 4 5 6 7 8 9 360  
 361 2 3 4 5 6 7 8 9 370 1 2 3 4 5 6 7 8 9 380  
 381 2 3 4 5 6 7 8 9 390 1 2 3 4 5 6 7 8 9 400  
 401 2 3 4 5 6 7 8 9 410 1 2 3 4 5 6 7 8 9 420  
 421 2 3 4 5 6 7 8 9 430 1 2 3 4 5 6 7 8 9 440  
 441 2 3 4 5 6 7 8 9 450 1 2 3 4 5 6 7 8 9 460  
 461 2 3 4 5 6 7 8 9 470 1 2 3 4 5 6 7 8 9 480  
 481 2 3 4 5 6 7 8 9 490 1 2 3 4 5 6 7 8 9 500  
 501 2 3 4 5 6 7 8 9 510 1 2 3 4 5 6 7 8 9 520

NUMBER OF VOTES In Figures

44  
+ 300

JUNE LAKE PUD

PATTY HEINRICH

1 2 3 4 5 6 7 8 9 10 12 3 4 5 6 7 8 9 20  
 21 2 3 4 5 6 7 8 9 30 1 2 3 4 5 6 7 8 9 40  
 41 2 3 4 5 6 7 8 9 50 1 2 3 4 5 6 7 8 9 60  
 61 2 3 4 5 6 7 8 9 70 1 2 3 4 5 6 7 8 9 80  
 81 2 3 4 5 6 7 8 9 90 1 2 3 4 5 6 7 8 9 100  
 101 2 3 4 5 6 7 8 9 110 1 2 3 4 5 6 7 8 9 120  
 121 2 3 4 5 6 7 8 9 130 1 2 3 4 5 6 7 8 9 140  
 141 2 3 4 5 6 7 8 9 150 1 2 3 4 5 6 7 8 9 160  
 161 2 3 4 5 6 7 8 9 170 1 2 3 4 5 6 7 8 9 180  
 181 2 3 4 5 6 7 8 9 190 1 2 3 4 5 6 7 8 9 200  
 201 2 3 4 5 6 7 8 9 210 1 2 3 4 5 6 7 8 9 220  
 221 2 3 4 5 6 7 8 9 230 1 2 3 4 5 6 7 8 9 240  
 241 2 3 4 5 6 7 8 9 250 1 2 3 4 5 6 7 8 9 260

261 2 3 4 5 6 7 8 9 270 1 2 3 4 5 6 7 8 9 280  
 281 2 3 4 5 6 7 8 9 290 1 2 3 4 5 6 7 8 9 300  
 301 2 3 4 5 6 7 8 9 310 1 2 3 4 5 6 7 8 9 320  
 321 2 3 4 5 6 7 8 9 330 1 2 3 4 5 6 7 8 9 340  
 341 2 3 4 5 6 7 8 9 350 1 2 3 4 5 6 7 8 9 360  
 361 2 3 4 5 6 7 8 9 370 1 2 3 4 5 6 7 8 9 380  
 381 2 3 4 5 6 7 8 9 390 1 2 3 4 5 6 7 8 9 400  
 401 2 3 4 5 6 7 8 9 410 1 2 3 4 5 6 7 8 9 420  
 421 2 3 4 5 6 7 8 9 430 1 2 3 4 5 6 7 8 9 440  
 441 2 3 4 5 6 7 8 9 450 1 2 3 4 5 6 7 8 9 460  
 461 2 3 4 5 6 7 8 9 470 1 2 3 4 5 6 7 8 9 480  
 481 2 3 4 5 6 7 8 9 490 1 2 3 4 5 6 7 8 9 500  
 501 2 3 4 5 6 7 8 9 510 1 2 3 4 5 6 7 8 9 520

NUMBER OF VOTES In Figures

33



12/14/16

Precinct -

STATEWIDE GENERAL ELECTION ~ NOVEMBER 8, 2016

			NUMBER OF VOTES In Figures <i>69</i>
<u>JUNE LAKE PUD</u>	<del>1</del> 23456789 <b>10</b> <del>21</del> 23456789 <b>30</b> <del>41</del> 23456789 <b>50</b> <del>61</del> 23456789 <b>70</b> 81 23456789 <b>90</b> 101 23456789 <b>110</b> 121 23456789 <b>130</b> 141 23456789 <b>150</b> 161 23456789 <b>170</b> 181 23456789 <b>190</b> 201 23456789 <b>210</b> 221 23456789 <b>230</b> 241 23456789 <b>250</b>	123456789 <b>20</b> 123456789 <b>40</b> 123456789 <b>60</b> 123456789 <b>80</b> 123456789 <b>100</b> 123456789 <b>120</b> 123456789 <b>140</b> 123456789 <b>160</b> 123456789 <b>180</b> 123456789 <b>200</b> 123456789 <b>220</b> 123456789 <b>240</b> 123456789 <b>260</b>	261 23456789 <b>270</b> 281 23456789 <b>290</b> 301 23456789 <b>310</b> 321 23456789 <b>330</b> 341 23456789 <b>350</b> 361 23456789 <b>370</b> 381 23456789 <b>390</b> 401 23456789 <b>410</b> 421 23456789 <b>430</b> 441 23456789 <b>450</b> 461 23456789 <b>470</b> 481 23456789 <b>490</b> 501 23456789 <b>510</b> 520
<u>JUNE LAKE PUD</u>  CHERI BORMBERGER	<del>1</del> 23456789 <b>10</b> <del>21</del> 23456789 <b>30</b> <del>41</del> 23456789 <b>50</b> 61 23456789 <b>70</b> 81 23456789 <b>90</b> 101 23456789 <b>110</b> 121 23456789 <b>130</b> 141 23456789 <b>150</b> 161 23456789 <b>170</b> 181 23456789 <b>190</b> 201 23456789 <b>210</b> 221 23456789 <b>230</b> 241 23456789 <b>250</b>	123456789 <b>20</b> 123456789 <b>40</b> 123456789 <b>60</b> 123456789 <b>80</b> 123456789 <b>100</b> 123456789 <b>120</b> 123456789 <b>140</b> 123456789 <b>160</b> 123456789 <b>180</b> 123456789 <b>200</b> 123456789 <b>220</b> 123456789 <b>240</b> 123456789 <b>260</b>	261 23456789 <b>270</b> 281 23456789 <b>290</b> 301 23456789 <b>310</b> 321 23456789 <b>330</b> 341 23456789 <b>350</b> 361 23456789 <b>370</b> 381 23456789 <b>390</b> 401 23456789 <b>410</b> 421 23456789 <b>430</b> 441 23456789 <b>450</b> 461 23456789 <b>470</b> 481 23456789 <b>490</b> 501 23456789 <b>510</b> 520

+3 PRO

49

+3 PRO

12/1/16 100

Vote By Mail

STATEWIDE GENERAL ELECTION ~ NOVEMBER 8, 2016

<u>JUNE LAKE PUD</u>	<p>1 2 3 4 5 6 7 8 9 10</p> <p>21 2 3 4 5 6 7 8 9 30</p> <p>41 2 3 4 5 6 7 8 9 50</p> <p>61 2 3 4 5 6 7 8 9 70</p> <p>81 2 3 4 5 6 7 8 9 90</p> <p>101 2 3 4 5 6 7 8 9 110</p> <p>121 2 3 4 5 6 7 8 9 130</p> <p>141 2 3 4 5 6 7 8 9 150</p> <p>161 2 3 4 5 6 7 8 9 170</p> <p>181 2 3 4 5 6 7 8 9 190</p> <p>201 2 3 4 5 6 7 8 9 210</p> <p>221 2 3 4 5 6 7 8 9 230</p> <p>241 2 3 4 5 6 7 8 9 250</p>	<p>261 2 3 4 5 6 7 8 9 270</p> <p>281 2 3 4 5 6 7 8 9 290</p> <p>301 2 3 4 5 6 7 8 9 310</p> <p>321 2 3 4 5 6 7 8 9 330</p> <p>341 2 3 4 5 6 7 8 9 350</p> <p>361 2 3 4 5 6 7 8 9 370</p> <p>381 2 3 4 5 6 7 8 9 390</p> <p>401 2 3 4 5 6 7 8 9 410</p> <p>421 2 3 4 5 6 7 8 9 430</p> <p>441 2 3 4 5 6 7 8 9 450</p> <p>461 2 3 4 5 6 7 8 9 470</p> <p>481 2 3 4 5 6 7 8 9 490</p> <p>501 2 3 4 5 6 7 8 9 510</p>	<p>1 2 3 4 5 6 7 8 9 280</p> <p>1 2 3 4 5 6 7 8 9 300</p> <p>1 2 3 4 5 6 7 8 9 320</p> <p>1 2 3 4 5 6 7 8 9 340</p> <p>1 2 3 4 5 6 7 8 9 360</p> <p>1 2 3 4 5 6 7 8 9 380</p> <p>1 2 3 4 5 6 7 8 9 400</p> <p>1 2 3 4 5 6 7 8 9 420</p> <p>1 2 3 4 5 6 7 8 9 440</p> <p>1 2 3 4 5 6 7 8 9 460</p> <p>1 2 3 4 5 6 7 8 9 480</p> <p>1 2 3 4 5 6 7 8 9 500</p> <p>1 2 3 4 5 6 7 8 9 520</p>
<u>DOUG SMITH</u>			<p>128</p>

<u>JUNE LAKE PUD</u>	<p>1 2 3 4 5 6 7 8 9 10</p> <p>21 2 3 4 5 6 7 8 9 30</p> <p>41 2 3 4 5 6 7 8 9 50</p> <p>61 2 3 4 5 6 7 8 9 70</p> <p>81 2 3 4 5 6 7 8 9 90</p> <p>101 2 3 4 5 6 7 8 9 110</p> <p>121 2 3 4 5 6 7 8 9 130</p> <p>141 2 3 4 5 6 7 8 9 150</p> <p>161 2 3 4 5 6 7 8 9 170</p> <p>181 2 3 4 5 6 7 8 9 190</p> <p>201 2 3 4 5 6 7 8 9 210</p> <p>221 2 3 4 5 6 7 8 9 230</p> <p>241 2 3 4 5 6 7 8 9 250</p>	<p>261 2 3 4 5 6 7 8 9 270</p> <p>281 2 3 4 5 6 7 8 9 290</p> <p>301 2 3 4 5 6 7 8 9 310</p> <p>321 2 3 4 5 6 7 8 9 330</p> <p>341 2 3 4 5 6 7 8 9 350</p> <p>361 2 3 4 5 6 7 8 9 370</p> <p>381 2 3 4 5 6 7 8 9 390</p> <p>401 2 3 4 5 6 7 8 9 410</p> <p>421 2 3 4 5 6 7 8 9 430</p> <p>441 2 3 4 5 6 7 8 9 450</p> <p>461 2 3 4 5 6 7 8 9 470</p> <p>481 2 3 4 5 6 7 8 9 490</p> <p>501 2 3 4 5 6 7 8 9 510</p>	<p>1 2 3 4 5 6 7 8 9 280</p> <p>1 2 3 4 5 6 7 8 9 300</p> <p>1 2 3 4 5 6 7 8 9 320</p> <p>1 2 3 4 5 6 7 8 9 340</p> <p>1 2 3 4 5 6 7 8 9 360</p> <p>1 2 3 4 5 6 7 8 9 380</p> <p>1 2 3 4 5 6 7 8 9 400</p> <p>1 2 3 4 5 6 7 8 9 420</p> <p>1 2 3 4 5 6 7 8 9 440</p> <p>1 2 3 4 5 6 7 8 9 460</p> <p>1 2 3 4 5 6 7 8 9 480</p> <p>1 2 3 4 5 6 7 8 9 500</p> <p>1 2 3 4 5 6 7 8 9 520</p>
<u>DOUG SMITH</u>			<p>149</p>

Do votes blank

Alice Suszinski

Erin Willingham

!!!

(11 votes in, no ballots listed in)

4



STATEWIDE GENERAL ELECTION ~ NOVEMBER 8, 2016

12/17/16 HJ

VBM

<p><u>JUNE LAKE PUD</u></p> <p>DALE GREINER</p>	<p>1 2 3 4 5 6 7 8 9 10 21 2 3 4 5 6 7 8 9 30 41 2 3 4 5 6 7 8 9 50 61 2 3 4 5 6 7 8 9 70 81 2 3 4 5 6 7 8 9 90 101 2 3 4 5 6 7 8 9 110 121 2 3 4 5 6 7 8 9 130 141 2 3 4 5 6 7 8 9 150 161 2 3 4 5 6 7 8 9 170 181 2 3 4 5 6 7 8 9 190 201 2 3 4 5 6 7 8 9 210 221 2 3 4 5 6 7 8 9 230 241 2 3 4 5 6 7 8 9 250</p>	<p>123456789 20 123456789 40 123456789 60 123456789 80 123456789 100 123456789 120 123456789 140 123456789 160 123456789 180 123456789 200 123456789 220 123456789 240 123456789 260</p> <p>261 2 3 4 5 6 7 8 9 270 281 2 3 4 5 6 7 8 9 290 301 2 3 4 5 6 7 8 9 310 321 2 3 4 5 6 7 8 9 330 341 2 3 4 5 6 7 8 9 350 361 2 3 4 5 6 7 8 9 370 381 2 3 4 5 6 7 8 9 390 401 2 3 4 5 6 7 8 9 410 421 2 3 4 5 6 7 8 9 430 441 2 3 4 5 6 7 8 9 450 461 2 3 4 5 6 7 8 9 470 481 2 3 4 5 6 7 8 9 490 501 2 3 4 5 6 7 8 9 510 520</p>	<p>NUMBER OF VOTES In Figures</p> <p>81</p>
<p><u>JUNE LAKE PUD</u></p> <p>PATTY HEINRICH</p>	<p>1 2 3 4 5 6 7 8 9 10 21 2 3 4 5 6 7 8 9 30 41 2 3 4 5 6 7 8 9 50 61 2 3 4 5 6 7 8 9 70 81 2 3 4 5 6 7 8 9 90 101 2 3 4 5 6 7 8 9 110 121 2 3 4 5 6 7 8 9 130 141 2 3 4 5 6 7 8 9 150 161 2 3 4 5 6 7 8 9 170 181 2 3 4 5 6 7 8 9 190 201 2 3 4 5 6 7 8 9 210 221 2 3 4 5 6 7 8 9 230 241 2 3 4 5 6 7 8 9 250</p>	<p>123456789 20 123456789 40 123456789 60 123456789 80 123456789 100 123456789 120 123456789 140 123456789 160 123456789 180 123456789 200 123456789 220 123456789 240 123456789 260</p> <p>261 2 3 4 5 6 7 8 9 270 281 2 3 4 5 6 7 8 9 290 301 2 3 4 5 6 7 8 9 310 321 2 3 4 5 6 7 8 9 330 341 2 3 4 5 6 7 8 9 350 361 2 3 4 5 6 7 8 9 370 381 2 3 4 5 6 7 8 9 390 401 2 3 4 5 6 7 8 9 410 421 2 3 4 5 6 7 8 9 430 441 2 3 4 5 6 7 8 9 450 461 2 3 4 5 6 7 8 9 470 481 2 3 4 5 6 7 8 9 490 501 2 3 4 5 6 7 8 9 510 520</p>	<p>NUMBER OF VOTES In Figures</p> <p>92</p>



STATEWIDE GENERAL ELECTION ~ NOVEMBER 8, 2016

VBM

12/1/14 103

JUNE LAKE PUD  VIKKI BAUER	1 2 3 4 5 6 7 8 9 10 21 23 4 5 6 7 8 9 30 41 2 3 4 5 6 7 8 9 50 61 2 3 4 5 6 7 8 9 70 81 2 3 4 5 6 7 8 9 90 101 2 3 4 5 6 7 8 9 110 121 2 3 4 5 6 7 8 9 130 141 2 3 4 5 6 7 8 9 150 161 2 3 4 5 6 7 8 9 170 181 2 3 4 5 6 7 8 9 190 201 2 3 4 5 6 7 8 9 210 221 2 3 4 5 6 7 8 9 230 241 2 3 4 5 6 7 8 9 250	261 2 3 4 5 6 7 8 9 270 281 2 3 4 5 6 7 8 9 290 301 2 3 4 5 6 7 8 9 310 321 2 3 4 5 6 7 8 9 330 341 2 3 4 5 6 7 8 9 350 361 2 3 4 5 6 7 8 9 370 381 2 3 4 5 6 7 8 9 390 401 2 3 4 5 6 7 8 9 410 421 2 3 4 5 6 7 8 9 430 441 2 3 4 5 6 7 8 9 450 461 2 3 4 5 6 7 8 9 470 481 2 3 4 5 6 7 8 9 490 501 2 3 4 5 6 7 8 9 510 520	NUMBER OF VOTES In Figures  111
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JUNE LAKE PUD  CHERI BORMBERGER	1 2 3 4 5 6 7 8 9 10 21 2 3 4 5 6 7 8 9 30 41 2 3 4 5 6 7 8 9 50 61 2 3 4 5 6 7 8 9 70 81 2 3 4 5 6 7 8 9 90 101 2 3 4 5 6 7 8 9 110 121 2 3 4 5 6 7 8 9 130 141 2 3 4 5 6 7 8 9 150 161 2 3 4 5 6 7 8 9 170 181 2 3 4 5 6 7 8 9 190 201 2 3 4 5 6 7 8 9 210 221 2 3 4 5 6 7 8 9 230 241 2 3 4 5 6 7 8 9 250	261 2 3 4 5 6 7 8 9 270 281 2 3 4 5 6 7 8 9 290 301 2 3 4 5 6 7 8 9 310 321 2 3 4 5 6 7 8 9 330 341 2 3 4 5 6 7 8 9 350 361 2 3 4 5 6 7 8 9 370 381 2 3 4 5 6 7 8 9 390 401 2 3 4 5 6 7 8 9 410 421 2 3 4 5 6 7 8 9 430 441 2 3 4 5 6 7 8 9 450 461 2 3 4 5 6 7 8 9 470 481 2 3 4 5 6 7 8 9 490 501 2 3 4 5 6 7 8 9 510 520	NUMBER OF VOTES In Figures  80
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STATEWIDE GENERAL ELECTION ~ NOVEMBER 8, 2016

Precinct 124116

		NUMBER OF VOTES In Figures										NUMBER OF VOTES In Figures											
<u>JUNE LAKE PUD</u>	<del>1</del> 23456789	<del>10</del>	123456789	20	261	23456789	270	123456789	280														
	<del>21</del> 23456789	<del>30</del>	123456789	40	281	23456789	290	123456789	300														
	<del>41</del> 23456789	<del>50</del>	123456789	60	301	23456789	310	123456789	320														
	<del>61</del> 23456789	<del>70</del>	123456789	80	321	23456789	330	123456789	340														
	<del>81</del> 23456789	<del>90</del>	123456789	100	341	23456789	350	123456789	360														
	<del>101</del> 23456789	<del>110</del>	123456789	120	361	23456789	370	123456789	380														
	<del>121</del> 23456789	<del>130</del>	123456789	140	381	23456789	390	123456789	400														
	<del>141</del> 23456789	<del>150</del>	123456789	160	401	23456789	410	123456789	420														
	<del>161</del> 23456789	<del>170</del>	123456789	180	421	23456789	430	123456789	440														
	<del>181</del> 23456789	<del>190</del>	123456789	200	441	23456789	450	123456789	460														
<del>201</del> 23456789	<del>210</del>	123456789	220	461	23456789	470	123456789	480															
<del>221</del> 23456789	<del>230</del>	123456789	240	481	23456789	490	123456789	500															
<del>241</del> 23456789	<del>250</del>	123456789	260	501	23456789	510	123456789	520															
44												33											
<u>JUNE LAKE PUD</u>	<del>1</del> 23456789	<del>10</del>	123456789	20	261	23456789	270	123456789	280														
	<del>21</del> 23456789	<del>30</del>	123456789	40	281	23456789	290	123456789	300														
	<del>41</del> 23456789	<del>50</del>	123456789	60	301	23456789	310	123456789	320														
	<del>61</del> 23456789	<del>70</del>	123456789	80	321	23456789	330	123456789	340														
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<del>201</del> 23456789	<del>210</del>	123456789	220	461	23456789	470	123456789	480															
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<del>241</del> 23456789	<del>250</del>	123456789	260	501	23456789	510	123456789	520															
33												33											
<u>PATTY HEINRICH</u>	<del>1</del> 23456789	<del>10</del>	123456789	20	261	23456789	270	123456789	280														
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	<del>81</del> 23456789	<del>90</del>	123456789	100	341	23456789	350	123456789	360														
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	<del>121</del> 23456789	<del>130</del>	123456789	140	381	23456789	390	123456789	400														
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<del>201</del> 23456789	<del>210</del>	123456789	220	461	23456789	470	123456789	480															
<del>221</del> 23456789	<del>230</del>	123456789	240	481	23456789	490	123456789	500															
<del>241</del> 23456789	<del>250</del>	123456789	260	501	23456789	510	123456789	520															



STATEWIDE GENERAL ELECTION ~ NOVEMBER 8, 2016

Precinct 12/11/16  
SAX

<u>JUNE LAKE PUD</u>	<u>VIKKI BAUER</u>									NUMBER OF VOTES In Figures
<del>1</del> 23456789	<del>10</del> 123456789	<del>20</del> 123456789	<del>270</del> 123456789	<del>280</del> 123456789						
<del>21</del> 23456789	<del>30</del> 123456789	<del>40</del> 123456789	<del>290</del> 123456789	<del>300</del> 123456789						
<del>41</del> 23456789	<del>50</del> 123456789	<del>60</del> 123456789	<del>310</del> 123456789	<del>320</del> 123456789						
<del>61</del> 23456789	<del>70</del> 123456789	<del>80</del> 123456789	<del>330</del> 123456789	<del>340</del> 123456789						
<del>81</del> 23456789	<del>90</del> 123456789	<del>100</del> 123456789	<del>350</del> 123456789	<del>360</del> 123456789						
<del>101</del> 23456789	<del>110</del> 123456789	<del>120</del> 123456789	<del>370</del> 123456789	<del>380</del> 123456789						
<del>121</del> 23456789	<del>130</del> 123456789	<del>140</del> 123456789	<del>390</del> 123456789	<del>400</del> 123456789						
<del>141</del> 23456789	<del>150</del> 123456789	<del>160</del> 123456789	<del>410</del> 123456789	<del>420</del> 123456789						
<del>161</del> 23456789	<del>170</del> 123456789	<del>180</del> 123456789	<del>430</del> 123456789	<del>440</del> 123456789						
<del>181</del> 23456789	<del>190</del> 123456789	<del>200</del> 123456789	<del>450</del> 123456789	<del>460</del> 123456789						
<del>201</del> 23456789	<del>210</del> 123456789	<del>220</del> 123456789	<del>470</del> 123456789	<del>480</del> 123456789						
<del>221</del> 23456789	<del>230</del> 123456789	<del>240</del> 123456789	<del>490</del> 123456789	<del>500</del> 123456789						
<del>241</del> 23456789	<del>250</del> 123456789	<del>260</del> 123456789	<del>510</del> 123456789	<del>520</del> 123456789						

69  
3 PROV

<u>JUNE LAKE PUD</u>	<u>CHERI BORMBERGER</u>									NUMBER OF VOTES In Figures
<del>1</del> 23456789	<del>10</del> 123456789	<del>20</del> 123456789	<del>270</del> 123456789	<del>280</del> 123456789						
<del>21</del> 23456789	<del>30</del> 123456789	<del>40</del> 123456789	<del>290</del> 123456789	<del>300</del> 123456789						
<del>41</del> 23456789	<del>50</del> 123456789	<del>60</del> 123456789	<del>310</del> 123456789	<del>320</del> 123456789						
<del>61</del> 23456789	<del>70</del> 123456789	<del>80</del> 123456789	<del>330</del> 123456789	<del>340</del> 123456789						
<del>81</del> 23456789	<del>90</del> 123456789	<del>100</del> 123456789	<del>350</del> 123456789	<del>360</del> 123456789						
<del>101</del> 23456789	<del>110</del> 123456789	<del>120</del> 123456789	<del>370</del> 123456789	<del>380</del> 123456789						
<del>121</del> 23456789	<del>130</del> 123456789	<del>140</del> 123456789	<del>390</del> 123456789	<del>400</del> 123456789						
<del>141</del> 23456789	<del>150</del> 123456789	<del>160</del> 123456789	<del>410</del> 123456789	<del>420</del> 123456789						
<del>161</del> 23456789	<del>170</del> 123456789	<del>180</del> 123456789	<del>430</del> 123456789	<del>440</del> 123456789						
<del>181</del> 23456789	<del>190</del> 123456789	<del>200</del> 123456789	<del>450</del> 123456789	<del>460</del> 123456789						
<del>201</del> 23456789	<del>210</del> 123456789	<del>220</del> 123456789	<del>470</del> 123456789	<del>480</del> 123456789						
<del>221</del> 23456789	<del>230</del> 123456789	<del>240</del> 123456789	<del>490</del> 123456789	<del>500</del> 123456789						
<del>241</del> 23456789	<del>250</del> 123456789	<del>260</del> 123456789	<del>510</del> 123456789	<del>520</del> 123456789						

49  
3 PROV

write in Alice Sulezyński

1

STATEWIDE GENERAL ELECTION ~ NOVEMBER 8, 2016

12/11/16  
ASK

JUNE LAKE PUD	<del>1</del> 23456789 10 <del>21</del> 23456789 30 <del>41</del> 23456789 50 <del>61</del> 23456789 70 <del>81</del> 23456789 90 <del>101</del> 23456789 110 <del>121</del> 23456789 130 <del>141</del> 23456789 150 <del>161</del> 23456789 170 <del>181</del> 23456789 190 <del>201</del> 23456789 210 <del>221</del> 23456789 230 <del>241</del> 23456789 250	261 23456789 270 281 23456789 290 301 23456789 310 321 23456789 330 341 23456789 350 361 23456789 370 381 23456789 390 401 23456789 410 421 23456789 430 441 23456789 450 461 23456789 470 481 23456789 490 501 23456789 510 520	NUMBER OF VOTES In Figures 128
JUNE LAKE PUD No Vote	<del>1</del> 23456789 10 <del>21</del> 23456789 30 <del>41</del> 23456789 50 <del>61</del> 23456789 70 <del>81</del> 23456789 90 <del>101</del> 23456789 110 <del>121</del> 23456789 130 <del>141</del> 23456789 150 <del>161</del> 23456789 170 <del>181</del> 23456789 190 <del>201</del> 23456789 210 <del>221</del> 23456789 230 <del>241</del> 23456789 250	261 23456789 270 281 23456789 290 301 23456789 310 321 23456789 330 341 23456789 350 361 23456789 370 381 23456789 390 401 23456789 410 421 23456789 430 441 23456789 450 461 23456789 470 481 23456789 490 501 23456789 510 520	NUMBER OF VOTES In Figures 149

STATEWIDE GENERAL ELECTION ~ NOVEMBER 8, 2016

12/1/16  
BPK

<p><u>JUNE LAKE PUD</u></p> <p>DALE GREINER</p>	<p><del>1 23456789 10</del> <del>21 23456789 30</del> <del>41 23456789 50</del> <del>61 23456789 70</del> <del>81 23456789 90</del> 101 23456789 110 121 23456789 130 141 23456789 150 161 23456789 170 181 23456789 190 201 23456789 210 221 23456789 230 241 23456789 250</p>	<p>261 23456789 270 281 23456789 290 301 23456789 310 321 23456789 330 341 23456789 350 361 23456789 370 381 23456789 390 401 23456789 410 421 23456789 430 441 23456789 450 461 23456789 470 481 23456789 490 501 23456789 510</p>	<p>123456789 280 123456789 300 123456789 320 123456789 340 123456789 360 123456789 380 123456789 400 123456789 420 123456789 440 123456789 460 123456789 480 123456789 500 123456789 520</p> <p style="text-align: center;">81</p>	<p><u>JUNE LAKE PUD</u></p> <p>PATTY HEINRICH</p>	<p><del>1 23456789 10</del> <del>21 23456789 30</del> <del>41 23456789 50</del> <del>61 23456789 70</del> <del>81 23456789 90</del> 101 23456789 110 121 23456789 130 141 23456789 150 161 23456789 170 181 23456789 190 201 23456789 210 221 23456789 230 241 23456789 250</p>	<p>261 23456789 270 281 23456789 290 301 23456789 310 321 23456789 330 341 23456789 350 361 23456789 370 381 23456789 390 401 23456789 410 421 23456789 430 441 23456789 450 461 23456789 470 481 23456789 490 501 23456789 510</p>	<p>123456789 280 123456789 300 123456789 320 123456789 340 123456789 360 123456789 380 123456789 400 123456789 420 123456789 440 123456789 460 123456789 480 123456789 500 123456789 520</p> <p style="text-align: center;">92</p>
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STATEWIDE GENERAL ELECTION ~ NOVEMBER 8, 2016

VBM 12/11/16  
SAK

<u>JUNE LAKE PUD</u>	<u>VIKKI BAUER</u>	NUMBER OF VOTES In Figures
1	<del>1 2 3 4 5 6 7 8 9 10</del>	261
21	<del>1 2 3 4 5 6 7 8 9 30</del>	281
41	<del>1 2 3 4 5 6 7 8 9 50</del>	301
61	<del>1 2 3 4 5 6 7 8 9 70</del>	321
81	<del>1 2 3 4 5 6 7 8 9 90</del>	341
101	<del>1 2 3 4 5 6 7 8 9 110</del>	361
121	<del>1 2 3 4 5 6 7 8 9 130</del>	381
141	<del>1 2 3 4 5 6 7 8 9 150</del>	401
161	<del>1 2 3 4 5 6 7 8 9 170</del>	421
181	<del>1 2 3 4 5 6 7 8 9 190</del>	441
201	<del>1 2 3 4 5 6 7 8 9 210</del>	461
221	<del>1 2 3 4 5 6 7 8 9 230</del>	481
241	<del>1 2 3 4 5 6 7 8 9 250</del>	501

111

<u>JUNE LAKE PUD</u>	<u>CHERI BORMBERGER</u>	NUMBER OF VOTES In Figures
1	<del>1 2 3 4 5 6 7 8 9 10</del>	261
21	<del>1 2 3 4 5 6 7 8 9 30</del>	281
41	<del>1 2 3 4 5 6 7 8 9 50</del>	301
61	<del>1 2 3 4 5 6 7 8 9 70</del>	321
81	<del>1 2 3 4 5 6 7 8 9 90</del>	341
101	<del>1 2 3 4 5 6 7 8 9 110</del>	361
121	<del>1 2 3 4 5 6 7 8 9 130</del>	381
141	<del>1 2 3 4 5 6 7 8 9 150</del>	401
161	<del>1 2 3 4 5 6 7 8 9 170</del>	421
181	<del>1 2 3 4 5 6 7 8 9 190</del>	441
201	<del>1 2 3 4 5 6 7 8 9 210</del>	461
221	<del>1 2 3 4 5 6 7 8 9 230</del>	481
241	<del>1 2 3 4 5 6 7 8 9 250</del>	501

80

wife in Alica Suszynski !!!  
Erin Willingham !

4

wife in no bubble Alica Suszynski !!!



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 13, 2016

**Departments: CAO**

**TIME REQUIRED** 15 minutes (5 minute presentation;  
10 minute discussion) **PERSONS APPEARING** Leslie Chapman

**SUBJECT** 2% Cost of Living Adjustment for At-Will Employees and County Officials **BEFORE THE BOARD**

### AGENDA DESCRIPTION:

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

Proposed resolution adjusting base compensation for certain elected officials and at-will employees to implement a 2% cost of living adjustment.

### RECOMMENDED ACTION:

Adopt proposed resolution R16-\_\_\_, establishing and adjusting the 2017 base compensation for certain officers and employees to implement a 2% cost of living adjustment and superseding and replacing Resolution No. R08-75 which last set base compensation for said officers and employees. Provide any desired direction to staff.

### FISCAL IMPACT:

Salaries and benefits will increase by \$45,390 for the 2016-17 fiscal year and is included in the Board-Approved budget.

**CONTACT NAME:** Leslie Chapman

**PHONE/EMAIL:** 760-9320-5414 / lchapman@mono.ca.gov

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

**SEND COPIES TO:**

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Exhibit A</a>



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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/29/2016 6:49 AM	County Administrative Office	Yes
11/29/2016 10:15 AM	County Counsel	Yes
11/30/2016 7:30 AM	Finance	Yes



# COUNTY OF MONO

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P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5410 • FAX (760) 932-5411

Leslie L. Chapman  
County Administrative Officer

**To:** Board of Supervisors  
**From:** Leslie Chapman  
**Date:** December 6, 2016  
**Re:** Proposed resolution adjusting base compensation for certain officers and at-will employees to implement a 2% cost of living adjustment.

## **Recommended Action**

Adopt proposed resolution and provide direction to staff.

## **Strategic Focus Area – Mono Best Place to Work**

This action will help to improve employee morale among the management staff thereby increasing the County's ability to hire and retain the best staff. It will also create a sense of fairness between MCPE and the management group which is good for morale.

## **Discussion**

This request for a 2% cost of living increase for at will employees is in accordance with the clause in at-will contracts that states, "Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect to (*Name's*) salary. During such negotiations the County shall consider and discuss the issue of increased compensation with (*Name*) in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable."

Rather than bringing forward each contract individually, the CAO has agreed to prepare this request that includes all at will employees and County officials except for the CAO and the District Attorney Investigators. The investigators have a similar clause in their contracts that ties them to the Mono County Deputy Sheriff's Association.

## **History and other information**

On January 1, 2016, it will be 8 years since there has been any cost of living adjustments to the at-will contracts. In late 2009, at-will employees voluntarily agreed, at the request of the Board of Supervisors, to forgo the cost of living adjustment that is provided for in the 2008 Management Level Officers and At-Will Employees Compensation Policy that provides for cost of living adjustments between 2% and 5%, based on the percentage change in the September to September Consumer Price Index (CPI), US Cities West for all Urban Consumers (All Items Indexed), of the Bureau of Labor Statistics, United States Department of Labor, in years when a survey of 23 Comparison California

Counties is not undertaken.

At that time, MCPE still had one year left on its MOU and received a 2% cost of living adjustment even though management did not. Then, beginning January of 2010, the effects of the economic downturn were hitting Mono County hard and all cost of living and wage increases for all staff were frozen and remained so until January 1, 2017, when the MCPE MOU provides for a 2% COLA.

Then in 2013 when the County hit an all-time economic low, most Mono County bargaining groups agreed to take furloughs for up to two years, newly filled management positions hired on at a lower rate than their predecessors and other contract employees and County officials took a permanent 5% reduction in compensation. This was calculated by adding base salary, automobile allowance and merit pay then reducing the total by 5%.

The net result is that Mono County employees have had an extended spell of flat salaries and decreases that other counties don't appear to be experiencing based on the Government Compensation in California's website where it was reported that the average salary in Mono County in 2009 ranked 10<sup>th</sup> highest in the State and by 2015 it had dropped to 23<sup>rd</sup>.

Using this same website, comparisons of four positions in the 23 counties that Mono County has historically used in the "23 County Survey" revealed that Mono County salaries for the District Attorney, County Counsel, County Administrative Officer and Chief Probation Officer ran between \$325 and \$1,450 per month below average.

### **Conclusion**

Based on the information provided, staff respectfully requests that your Board approve a 2% cost of living adjustment to County officials and at-will employees (excluding the CAO and District Attorney investigators) who have the option to request that their contracts be opened and considered for the same increase that the Mono County Employee Association will receive on January 1, 2017 creating a sense of fairness among MCPE and the management group.

### **Fiscal Impact**

Salaries and benefits will increase by \$45,390 for the 2016-17 fiscal year and is included in the Board-Approved budget.



RESOLUTION NO. R16-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS ESTABLISHING AND  
ADJUSTING THE 2017 BASE COMPENSATION FOR  
CERTAIN OFFICERS AND EMPLOYEES TO  
IMPLEMENT A 2% COST OF LIVING ADJUSTMENT  
AND SUPERSEDING AND REPLACING RESOLUTION  
NO. R08-75, WHICH LAST SET BASE COMPENSATION  
FOR SAID OFFICERS AND EMPLOYEES**

**WHEREAS**, Section 25300 of the Government Code authorizes the Board of Supervisors to prescribe the compensation, appointment, and conditions of employment of County employees; and

**WHEREAS**, certain County management-level officers and employees are not members of any bargaining unit, but instead are employed pursuant to at-will employment agreements, or elected (the ‘Unrepresented Employees’): and

**WHEREAS**, in 2009, the Unrepresented Employees voluntarily agreed that their base compensation would not increase while the County weathered the effects of California’s recession; and

**WHEREAS**, in 2010 the Board of Supervisors implemented a County-wide pay freeze, carrying forward the Unrepresented Employees’ 2009 voluntary action, and making it mandatory for all employees, including the Unrepresented Employees; and

**WHEREAS**, in 2013, the Board of Supervisors then reduced the compensation of Unrepresented Employees by at least five percent, which reduction remains in effect; and

**WHEREAS**, due to California’s improving economy, County employees who are members of employee bargaining units are slated to receive a two percent (2%) Cost of Living Adjustment (COLA) on January 1, 2017, pursuant to the Memoranda of Understanding applicable to each unit; and

**WHEREAS**, the Board of Supervisors wishes to implement that same two percent COLA for its Unrepresented Employees, excluding the County Administrative Officer;

1           **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS**  
2 **OF THE COUNTY OF MONO** as follows:

3           **SECTION ONE:** Effective January 1, 2017, the compensation of those County officers  
4 and employees filling the positions listed on Exhibit A, which is attached hereto and  
5 incorporated by this reference, shall be increased by two percent (2%). The revised  
6 compensation rates are shown on Exhibit A.

7           **SECTION TWO:** This Resolution shall supersede, and replace in its entirety,  
8 Resolution R08-75, which last established the rates of pay for Unrepresented Employees. Upon  
9 adoption of this Resolution, Resolution R08-75 shall be of no further force or effect.

10           **SECTION THREE:** The County Administrative Officer and the Director of Finance are  
11 authorized and directed to take such steps as may be necessary to adjust affected salaries (base  
12 compensation) in accordance with Exhibit A.

13           **PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
14 by the following vote, to wit:

- 15           **AYES:**  
16           **NOES:**  
17           **ABSENT:**  
18           **ABSTAIN:**

19           \_\_\_\_\_  
20 Fred Stump, Chair  
21 Mono County Board of Supervisors

22           **ATTEST:**

23           **APPROVED AS TO FORM:**

24           \_\_\_\_\_  
25 Clerk of the Board

26           \_\_\_\_\_  
27 County Counsel

**EXHIBIT A**  
**SCHEDULE OF POSITIONS AND REVISED COMPENSATION RATES**

<b>Position Title</b>	<b>Revised Rate of Pay</b>
ASSISTANT ASSESSOR	8,292
ASSESSOR	9,180
BEHAVIORAL HEALTH DIRECTOR	9,341
ASST COUNTY CLERK/RECORDER	6,936
COUNTY CLRK/RECORDER/REGISTRAR	8,262
COMMUNITY DEVELOPMENT DIRECTOR	10,012
HUMAN RESOURCES DIRECTOR	9,350
DEPUTY COUNTY COUNSEL II	8,747
DEPUTY COUNTY COUNSEL II	8,747
ASSISTANT COUNTY COUNSEL	10,451
COUNTY COUNSEL	13,260
ASSISTANT DIRECTOR OF FINANCE	7,650
PAYROLL & BENEFITS MANAGER	8,084
ASSISTANT DIRECTOR OF FINANCE	8,670
DIRECTOR OF FINANCE	11,900
DISTRICT ATTORNEY	12,696
DEPUTY DISTRICT ATTORNEY III	9,134
ASSISTANT DISTRICT ATTORNEY	9,718
ECONOMIC DEVELOPMENT MANAGER	5,762
ECONOMIC DEVELOPMENT DIRECTOR	8,535
PUBLIC WORKS PROJECT MANAGER	6,528
ASSOCIATE ENGINEER III	7,140
COUNTY ENGINEER	10,296
PARKS & FACILITIES SUPERINTEND	8,039
IT DIRECTOR	9,328
CHIEF PROBATION OFFICER	9,390
ENVIRONMENTAL HEALTH MANAGER	8,368
DIR PUBLIC HEALTH/EMS CHIEF	10,931
PUBLIC WORKS/ROAD OP/FLEET DIR	10,838
UNDERSHERIFF	11,099
SHERIFF-CORONER	12,207
SOCIAL SERVICES DIRECTOR	9,341
SOLID WASTE SUPERINTENDENT	5,841



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 13, 2016

**Departments: Community Development; County Counsel**

**TIME REQUIRED** 45 minutes (10 minute presentation;  
35 minute discussion) **PERSONS APPEARING** Scott Burns

**SUBJECT** Temporary Moratorium on Medical  
Marijuana Activities **BEFORE THE BOARD**

### AGENDA DESCRIPTION:

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

Proposed ordinance #16-11, An Interim Ordinance of the Mono County Board of Supervisors Enacting a Temporary Moratorium Prohibiting Commercial Medical and Recreational Marijuana Activities, Including Commercial Cultivation, Distribution, Transportation, Delivery, Storage, Manufacturing, Processing, Provision or Sale of Cannabis Products in the Unincorporated Area of Mono County.

### RECOMMENDED ACTION:

Consider and potentially adopt proposed ordinance as an urgency measure (4/5 vote required). Provide any other desired direction to staff.

### FISCAL IMPACT:

None at this time

**CONTACT NAME:** Scott Burns

**PHONE/EMAIL:** 760-924-1807 / sburns@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
<a href="#">Staff Report</a>
<a href="#">Ordinance</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/29/2016 6:10 AM	County Administrative Office	Yes
11/28/2016 9:04 PM	County Counsel	Yes
11/30/2016 7:31 AM	Finance	Yes



# Mono County Community Development Department

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

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

December 6, 2016

**To:** Honorable Board of Supervisors

**From:** Leslie Chapman, CAO  
Christy Milovich, Assistant County Counsel  
Tim Kendall, District Attorney  
Ingrid Braun, Sheriff-Coroner  
Lynda Salcido, Health Director  
Louis Molina, Environmental Health Director  
Robin Roberts, Behavioral Health Director  
Janet Dutcher, Finance Director  
Scott Burns, Community Development Director

**Re:** COMMERCIAL MARIJUANA MORATORIUM

## **Recommendation:**

Following brief overview, adopt interim ordinance establishing temporary moratorium prohibiting commercial, medical and recreational marijuana activities in the unincorporated area of Mono County; and provide any desired direction to staff.

## **Fiscal Impact**

No impact to general fund.

## **Discussion**

Today your Board is being asked to consider and potentially adopt, as an urgency measure, an ordinance implementing a moratorium prohibiting commercial medical and recreational marijuana activities in the unincorporated area of Mono County.

This Moratorium will serve only to prohibit commercial marijuana activities, including but not limited to, cultivation, distribution, deliveries and sales, but will not affect the ability of an individual or a caretaker to engage in medical marijuana activities authorized under the Compassionate Use Act (Proposition 215) and The Medical Marijuana Program Act (SB 420). This moratorium will also not affect an individual's right to engage in indoor cultivation of 6 or fewer plants, though outdoor cultivation will be temporarily prohibited.

Current law explicitly authorizes the County to prohibit, regulate and/or license commercial cannabis activity within its local jurisdictions, as well as, in the case of Prop 64, impose certain local sales and use taxes subject to local voter approval. However, despite this authority, the County currently does not have any regulatory or licensing scheme in place, thereby creating immediate and current threat to the public health, safety and welfare. There have been an increasing number of inquiries regarding commercial marijuana cultivation and related activities

in the unincorporated area of Mono County, which inquiries reflect a lack of understanding of the continued illegality of these activities. Such illegal activity will require law enforcement action which has the potential to endanger the health and safety not only of law enforcement officers themselves, but also of the public.

Your Board is being asked to approve this temporary moratorium to avoid this immediate threat and in order to preserve the ability to establish local regulations in the future, as well as preserve the status quo within the unincorporated areas of the County, while staff and decision makers analyze and consider potential modifications to the General Plan and other local regulations to address new laws.

The Moratorium will allow for the proper study and assessment of public sentiment, State regulation and County land use and regulatory needs as they relate to commercial medical marijuana activities.

During the temporary prohibition created by this ordinance, staff from the Departments of the CAO, County Counsel, District Attorney, Sheriff, Community Development, Public Health, Behavioral Health, Agriculture/Weights and Measures, and Finance will be working to identify and analyze the relevant issues associated with various commercial medical and recreational marijuana activities and the impact these activities would have on law enforcement and the community at large, should commercial activities not be regulated at the local level. This working group will develop recommendations for the Board regarding possible local land use or other regulations governing their implementation and report back at a future date.

**Attachment**  
Interim Ordinance



ORDINANCE NO. ORD16-\_\_

**AN INTERIM ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS  
ENACTING A TEMPORARY MORATORIUM PROHIBITING COMMERCIAL  
MEDICAL AND RECREATIONAL MARIJUANA ACTIVITIES, INCLUDING  
COMMERCIAL CULTIVATION, DISTRIBUTION, TRANSPORTATION,  
DELIVERY, STORAGE, MANUFACTURING, PROCESSING,  
PROVISION OR SALE OF CANNABIS PRODUCTS IN THE  
UNINCORPORATED AREA OF MONO COUNTY**

**WHEREAS**, Government Code section 65858 authorizes the adoption of an interim ordinance as an urgency measure to prohibit any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the Board of Supervisors, planning commission or planning department is considering or studying or intends to study within a reasonable time, when necessary to protect the public safety, health, and welfare; and

**WHEREAS**, The Compassionate Use Act of 1996 (CUA) was approved by California voters as Proposition 215. The CUA amended the Health & Safety Code to exempt patients and their primary caregivers from criminal prosecution for possession and cultivation of marijuana, provided that the marijuana was cultivated and used for personal medical purposes, on the recommendation of a physician; and

**WHEREAS**, The Medical Marijuana Program Act (SB 420) took effect January 1, 2004, and added Article 2.5 (commencing with Section 11362.7) to the Health and Safety Code. SB 420 served to clarify the scope and application of the CUA by establishing California's medical marijuana program, which sets forth guidelines regarding how much medical marijuana patients may grow and possess without being subject to arrest and implements a voluntary patient identification card program and other provisions to protect patients and their caregivers; and

**WHEREAS**, The Medical Marijuana Regulation and Safety Act (MMRSA), consisting of three bills: AB 266, AB 243 and SB 643, went into effect on January 1, 2016. This law created a State of California Bureau of Medical Marijuana Regulation (BMMR) and provides for a dual licensing scheme for "commercial cannabis activity," related to medical marijuana, including commercial cultivation, distribution, manufacture, testing, processing, storing, transporting, delivery and sale of marijuana, also known as cannabis. The MMRSA preserved the authority of cities and counties to prohibit, regulate and/or license commercial cannabis activity within their local jurisdictions; and

1           **WHEREAS**, California Proposition 64, the California Marijuana Legalization Initiative  
2 (Adult Use of Marijuana Act or AUMA), legalizes recreational use of marijuana in California, for  
3 those over the age of 21 and was voted into law on November 8, 2016. AUMA provides for  
4 regulatory enactment of a state licensing, regulation and enforcement scheme for recreational  
5 marijuana use and allows local jurisdictions to ban or regulate recreational marijuana-related  
6 business and outdoor cultivation as well as impose certain sales and use taxes, subject to local voter  
7 approval. AUMA also allows local jurisdictions to regulate, but not to ban, the indoor cultivation  
8 of cannabis for recreational use; and

9           **WHEREAS**, following these changes to State law, the County has received an increased  
10 number of inquiries regarding commercial marijuana cultivation and related activities in the  
11 unincorporated area of Mono County, which inquiries reflect a lack of understanding of the  
12 continued illegality of these activities; and

13           **WHEREAS**, both MMRSA and AUMA provide that the activities authorized therein may  
14 not occur until the State has enacted regulations governing their implementation; and

15           **WHEREAS**, under both MMRSA and AUMA, local governments have been given explicit  
16 authority to regulate commercial medical and recreational marijuana activities (as defined below)  
17 within their jurisdictions, including enacting licensing requirements, land use restrictions and/or  
18 certain local sales and use taxes subject to local voter approval; and

19           **WHEREAS**, the Mono County Board of Supervisors has not had the opportunity to hear  
20 adequate public comment or receive comprehensive input from local communities with regard to  
21 the imposition of local land use or other regulations and/or taxes, nor to consider the effect of  
22 eventual State regulations; and

23           **WHEREAS**, in order to preserve the ability to establish local regulations in the future, as  
24 well as preserve the status quo within the unincorporated areas of the County and discourage illegal  
25 cannabis activities, while staff and decision makers analyze and consider potential modifications to  
26 the General Plan and other local regulations to address these new laws, the Board of Supervisors  
27 desires to temporarily prohibit commercial medical and recreational marijuana activities within the  
28 unincorporated areas of the County in accordance with Government Code section 65858;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO FINDS AND ORDAINS THAT:**

**SECTION ONE:** There is a current and immediate threat to the public health, safety and  
welfare as a result of newly enacted, and currently proposed, State laws within the unincorporated  
areas of the County for the reasons set forth above, and additionally as follows:

- A. Mandatory State regulations governing commercial cannabis activities under MMRSA and AUMA have not yet been developed; and
- B. Commercial cannabis activities remain illegal until such regulations are in place, notwithstanding their apparent statutory authorization; and

- 1 C. There is a lack of understanding among members of the public regarding the current  
2 legality of commercial cannabis activities; and
- 3 D. This lack of understanding is likely to result in an increase in illegal commercial  
4 cannabis activities within the unincorporated areas of the County; and
- 5 E. Such illegal activity will require law enforcement action which has the potential to  
6 endanger the health and safety not only of law enforcement officers themselves, but of  
7 the public.

8 **SECTION TWO:** Commercial medical marijuana activities described in MMRSA,  
9 including commercial cultivation, distribution, transportation, delivery, storage, laboratory  
10 testing, manufacturing, processing, provision or sales of cannabis products within the  
11 unincorporated areas of Mono County is hereby temporarily prohibited to allow for the proper  
12 study and assessment of public sentiment, State regulation and County land use and regulatory  
13 needs as they relate to commercial medical marijuana activities.

14 **SECTION THREE:** During the temporary prohibition created by this ordinance, staff  
15 shall identify and analyze the relevant issues associated with various commercial medical  
16 marijuana activities and the impact these activities would have on law enforcement and the  
17 community at large, should commercial activities not be regulated at the local level, and shall  
18 develop recommendations for the Board regarding possible local land use or other regulations  
19 governing their implementation.

20 **SECTION FOUR:** This temporary prohibition also applies to marijuana produced for  
21 recreational use, pursuant to the newly enacted AUMA.

22 **SECTION FIVE:** This temporary prohibition does not affect nor apply to those  
23 individuals who are currently engaging in medical marijuana cultivation or other non-commercial  
24 marijuana-related activities permissible under the Compassionate Use Act adopted in 1996 or the  
25 Medical Marijuana Program Act of 2004. This moratorium will also not affect an individual's right  
26 to engage in indoor cultivation of 6 or fewer plants, though outdoor cultivation will be prohibited.

27 **SECTION SIX:** This ordinance shall become effective upon adoption as an urgency  
28 measure pursuant to Government Code sections 65858 and 25123 and shall remain in effect, unless  
extended as allowed by law, for 45 calendar days. The Clerk of the Board of Supervisors shall post  
this ordinance and also publish it or a summary thereof in the manner prescribed by Government  
Code section 25124 no later than 15 days after the date of its adoption.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Fred Stump, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
County Counsel



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 13, 2016

**Departments: Finance**

**TIME REQUIRED** 30 minutes (20 minute presentation;  
10 minute discussion)

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Megan Mahaffey, Molly Desbaillets,  
Don Clark, Joe Blanchard, Scott Burns

**SUBJECT** Community Development Block Grant  
(CDBG) Program Update

### AGENDA DESCRIPTION:

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

This item will review the programs and projects currently under way with funding awarded through the Community Development Block Grant Program. Those involved in the various programs will discuss the success of their respective programs and be available to answer any questions.

### RECOMMENDED ACTION:

Informational only. Provide any desired direction to staff.

### FISCAL IMPACT:

Mono County's 2015 CDBG award of \$750,000 is paying for child care, park facility upgrades and a housing needs assessment in our community. An additional \$187,000 from program income is increasing the budget for the child care program, allowing for two additional park facility upgrades and offset cost for administration of the program.

**CONTACT NAME:** Megan Mahaffey

**PHONE/EMAIL:** 760-924-1836 / mmahaffey@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**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
12/7/2016 6:50 PM	County Administrative Office	Yes
12/7/2016 8:45 PM	County Counsel	Yes
12/7/2016 6:35 PM	Finance	Yes





# DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

---

*Stephanie M. Butters*  
Assistant Finance Director  
Auditor-Controller

*Janet Dutcher, CPA, CGFM*  
Director of Finance

*P.O. Box 556*  
*Bridgeport, California 93517*  
*(760) 932-5490*  
*Fax (760) 932-5491*

**Date:** December 13, 2016

**To:** Honorable Board of Supervisors

**From:** Megan Mahaffey  
Janet Dutcher

**Re:** Community Development Block Grant (CDBG) Program update

**Recommended Action:** Informational only. Provide any desired direction to staff.

**Fiscal Impact:** Mono County's 2015 CDBG award of \$750,000 is paying for child care, park facility upgrades and a housing needs assessment in our community. An additional \$187,000 from program income is increasing the budget for the child care program, allowing for two additional park facility upgrades and offsetting Mono County administrative costs for the program.

**Strategic Plan:** The CDBG Program moves Mono County towards the Strategic Direction of understanding and addressing community needs. The current CDBG parks/facilities project directly improves infrastructure by rehabilitating county facilities to enhance quality of life in our communities through ADA improvements to Mono County parks. The child care and housing needs assessment both form building blocks for an increased economic base in Mono County and are examples of collaborative solutions to a regional problem.

**Background:** The Community Development Block Grant (CDBG) is a federal program allocated through the California Department of Housing and Community Development, Department of Housing and Urban Development (HUD). The CDBG program is available to all non-entitlement jurisdictions. A non-entitled jurisdiction is a county with fewer than 200,000 residents or unincorporated areas and cities with fewer than 50,000 residents. The Community Development Block Grant is a competitive process that awards funding to projects that qualify by meeting one of three Nation Objectives: benefit low- and moderate-income persons, prevention or elimination of slums or blight, or address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available. Mono County applied for and was awarded a 2015 Community Development Block Grant for a total of \$750,000 to fund the following activities:

- Child Care - \$500,000 passed through to Mono County First Five to oversee the Child Care program in Bridgeport and Benton operated by Eastern Sierra Unified School District
- Parks/Facilities - \$150,000 ADA restroom improvements at June Gull Lake Park, Benton Park and Crowley Lake Park
- Technical Assistance for Housing Needs Assessment - \$100,000

General administrative costs are included in each program activity above and is capped at seven percent of each program/project's budget.

Mono County received an additional \$187,000 (program income) from a repayment of a First Time Homebuyer loan which allowed for the above program activities and projects to be supplemented as follows:

- Child Care - \$36,602 for operational costs in 2017-2018
- Parks/Facilities - \$125,978 for Mono Lake County park restroom and Crowley Lake Park upper playground
- Administration - \$24,420 available to off-set Administration costs

**Discussion:**

Today's agenda item is an update on the programs and projects currently under way using CDBG funds.

The child care program has been very successful. The child care program started in Bridgeport on August 30, 2016 and is currently operating with 15 slots available and 15 slots filled. The child care program started in Benton on September 13, 2016 and is currently operating with 10 slots available and 6 slots filled. The current CDBG funding will allow the program to continue operating for the 2016-2017 and 2017-2018 school year. ***This program has created two full time jobs, two-part time jobs and provided child care for 21 children in Mono County.***

The parks/facilities projects are moving forward. The Gull Lake Park restroom in June Lake is complete and work has started on both the Crowley Lake park restroom and Benton park restroom. Work on the Crowley Lake park upper playground and Mono Lake Park are slated to start in the 2017 construction season. These parks/facilities projects are improving Mono County infrastructure and enhancing quality of life in our communities.

The housing needs assessment is moving forward with BBC Research & Consulting performing data collection and analysis of housing needs. The needs assessment will identify existing and future needs in Mono County. This data collection and analysis will form the basis for the update to the Mono County Housing Element and Housing Mitigation ordinance. It will also provide data to help find a solution to community concerns with Transient Rental Occupancy Districts(TROD) and the ongoing concern of Vacation Home Rentals in Mono County. The needs assessment is slated for completion in 2017 with an update to the Housing Mitigation ordinance in December of 2017 and update to the Housing Element in June 2019. The update to the Housing Element will be done in conjunction with the Town of Mammoth Lakes and will take a regional approach. This project is a great example of a collaborative solution addressing a regional concern and is helping to form the foundation for an increased economic base in Mono County.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 13, 2016

**Departments: Finance**

**TIME REQUIRED** 20 minutes (10 minute presentation;  
10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Janet Dutcher

**SUBJECT** Contract with Hinderliter, de Llamas & Associates for Sales and Use Tax Related Services

### AGENDA DESCRIPTION:

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

Presentation about the services provided by Hinderliter, de Llamas & Associates and consider entry into an agreement with them for sales tax analysis, audit and revenue recovery services.

### RECOMMENDED ACTION:

Receive presentation about the services provided by Hinderliter, de Llamas & Associates. Approve County entry into proposed contract and authorize Board Chairman to execute said contract on behalf of the County. Adopt proposed resolution #R16-\_\_\_, designating Hinderliter, de Llamas & Associates to examine confidential sales, use and transactions tax records pertaining to sales, use and transaction taxes collected for the County by the State Board of Equalization. Provide any desired direction to staff.

### FISCAL IMPACT:

Compensation under this agreement is contingent upon HdL's success in recovering sales and use tax revenues for the County. Except for the minimal cost of consulting opportunities, there is no fiscal cost to this agreement and over the term of the agreement may result in an increase in sales and use tax related revenues.

**CONTACT NAME:** Janet Dutcher

**PHONE/EMAIL:** 760-932-5494 / jdutcher@mono.ca.gov

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

**SEND COPIES TO:**

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

**Click to download**[☐ Staff Report](#)[☐ Resolution](#)[☐ Contract with HDL](#)[☐ HdL presentation](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/29/2016 6:36 AM	County Administrative Office	Yes
11/22/2016 6:50 PM	County Counsel	Yes
11/21/2016 12:54 PM	Finance	Yes



# DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

---

*Stephanie M. Butters*  
Assistant Finance Director  
Auditor-Controller

*Janet Dutcher, CPA, CGFM*  
Director of Finance

*P.O. Box 556*  
*Bridgeport, California 93517*  
*(760) 932-5490*  
*Fax (760) 932-5491*

**TO:** Honorable Board of Supervisors

**FROM:** Janet Dutcher, Finance Director

**DATE:** December 6, 2016

**SUBJECT:** Agreement with Hinderliter, de Llamas & Associates

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## **RECOMMENDATION:**

Receive presentation about the services provided by Hinderliter, de Llamas & Associates. Approve County entry into an agreement with Hinderliter, de Llamas & Associates to provide sales tax analysis, audit and revenue recovery services. Adopt a resolution designating Hinderliter, de Llamas & Associates to examine confidential sales, use and transactions tax records pertaining to sales, use and transaction taxes collected for the County by the State Board of Equalization. Provide any desired direction to staff.

## **DISCUSSION:**

Each year sales and use tax dollars are distributed and allocated incorrectly to other taxing agencies by the California State Board of Equalization. A common type of error is the distribution of sales taxes to another jurisdiction that was paid by a Mono County business located in close proximity to the boundary of other jurisdictions such as Inyo County, City of Bishop or the Town of Mammoth Lakes. Other types of errors include transposed errors, erroneous consolidation of multiple outlets, delays in reporting new outlets and misallocation errors.

Hinderliter, de Llamas & Associates (HdL) provides ongoing sales tax audit support to identify and correct distribution errors which generates additional sales tax revenue for the County. There is no fee to HdL for this service. HdL has programs, equipment and personnel effective at identifying distribution and allocation mistakes. When errors are identified, HdL is paid a 15% commission out of the recovered sales & use tax revenues for eight quarters (two years) following the initial discovery and correction event.

HdL also maintains sales and use tax databases derived from information maintained by the State Board of Equalization. HdL will provide the County with sales tax and economic analysis, including:

- periodic reports about our major tax producers,
- sales tax receipts for each business category,
- changes in sales by major businesses and categories,
- analysis of sales tax activity by area and
- benchmark comparisons with the state and other counties.

These reports are effective at managing our sales and use tax revenues and identifying economic opportunities as well as providing forecasting during the budget process. There is no charge for these reports. A resolution of the Mono County Board of Supervisors is required to designate HdL to examine

confidential sales, use and transactions tax records of sales, use and transaction taxes collected for the County by the State Board of Equalization.

HdL is one of two firms in California that provide almost all sales tax audit and recovery services to local government agencies. HdL also provides additional services that include business license and transient occupancy tax software, marijuana regulation and taxation services and economic development consulting services. They serve over 400 local government agencies. Their database covers 99% of California sales tax data. A contract with HdL will provide Finance with key fiscal tools, resources and information about our economy.

A powerpoint presentation highlighting HdL services accompanies this agenda item.

**FISCAL IMPACT:**

Compensation under this agreement is contingent upon HdL's success in recovering sales and use tax revenues for the County. Except for the minimal cost of consulting opportunities, there is no fiscal cost to this agreement and over the term of the agreement may result in an increase in sales and use tax related revenues.



R16-\_\_

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF MONO AUTHORIZING EXAMINATION OF SALES, USE AND  
TRANSACTIONS TAX RECORDS**

**WHEREAS**, pursuant to Ordinances 73-434, paragraph 12 (1973), 260-A, paragraph 1 (1972), 323, paragraph 1 (1961) and 260, paragraph 2 (1956), the County of Mono entered into a contract with the State Board of Equalization (the "Board") to perform all functions incident to the administration and collection of local sales, use and transactions taxes; and

**WHEREAS**, the Board of Supervisors of the County of Mono deems it desirable and necessary for authorized representatives of the County to examine confidential sales, use and transactions tax records of the State Board of Equalization pertaining to sales, use and transactions taxes collected by the Board for the County pursuant to that contract; and

**WHEREAS**, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board of Equalization records, and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales, use and transactions tax records of the Board;

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

**SECTION ONE:** That the County Administrator, or other officer or employee of the County designated in writing by the County Administrator to the State Board of Equalization (hereafter referred to as Board), is hereby appointed to represent the County of Mono with authority to examine sales, use and transactions tax records of the Board pertaining to sales, use and transactions taxes collected for the County by the Board pursuant to the contract between the County and the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of County sales, use and transactions taxes by the Board pursuant to that contract.

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3       **SECTION TWO:** That the County Administrator, or other officer or employee of the County  
4 designated in writing by the County Administrator to the Board, is hereby appointed to represent the  
5 County with authority to examine those sales, use and transactions tax records of the Board, for purposes  
6 related to the following governmental functions of the County:

- 7           (a) County administration  
8           (b) Revenue management and budgeting  
9           (c) Community and economic development  
10          (d) Business license tax administration  
11

12 The information obtained by examination of Board records shall be used only for those governmental  
13 functions of the County listed above.  
14

15       **SECTION THREE:** That Hinderliter, de Llamas & Associates is hereby designated to examine  
16 the sales, use and transactions tax records of the Board pertaining to sales, use and transactions taxes  
17 collected for the County by the Board. The person or entity designated by this section meets all of the  
18 following conditions:

- 19           (a) has an existing contract with the County to examine those sales, use and transactions tax records;  
20  
21           (b) is required by that contract to disclose information contained in, or derived from,  
22 those sales, use and transactions tax records only to the officer or employee authorized  
23 under Sections 1 or 2 of this resolution to examine the information.  
24  
25           (c) is prohibited by that contract from performing consulting services for a retailer during the term of that c  
26  
27           (d) is prohibited by that contract from retaining the information contained in, or derived from those sales, u

28 The information obtained by examination of Board records shall be used only for purposes related  
29 to the collection of County sales, use and transactions taxes by the Board pursuant to the contract between  
30 the County and the Board and for purposes relating to the governmental functions of the County listed in  
31 section 2 of this resolution.  
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**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
by the following vote, to wit:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
Fred Stump, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
County Counsel

I, \_\_\_\_\_, Clerk of the Board of the County of Mono, California, DO HEREBY  
CERTIFY that the foregoing resolution was duly introduced approved and adopted by the Board of  
Supervisors of the County of Mono, at a regular meeting of said Council held on the \_\_\_\_ day of  
\_\_\_\_\_ 2016, by the following roll call vote:

AYES: (Names of Supervisors)  
NOES: (Names of Supervisors)  
ABSENT. (Names of Supervisors)

(s) \_\_\_\_\_

Clerk of the Board

**AGREEMENT FOR SALES, USE AND TRANSACTIONS TAX AUDIT AND  
INFORMATION SERVICES**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016 (the “Effective Date”) by and between the COUNTY OF MONO, a political subdivision of the State of California, hereinafter called (“COUNTY”), and HINDERLITER, de LLAMAS AND ASSOCIATES a California Corporation, hereinafter called (“CONTRACTOR”).

**I. RECITALS**

WHEREAS, sales, use and transactions tax (sometimes collectively referred to herein as “sales and use tax”) revenues can be increased through a system of continuous monitoring, identification and correction of allocation errors, and

WHEREAS, an effective program of sales and use tax management will improve identification of economic opportunities; provide for more accurate sales and use tax forecasting; and assist in related revenue collections; and

WHEREAS, COUNTY desires the combination of data entry, report preparation and analysis necessary to effectively manage its sales and use tax base; recover revenues erroneously allocated to other jurisdictions and allocation pools; and maximize its financial and economic planning; and

WHEREAS, CONTRACTOR has the programs, equipment and personnel required to deliver the sales and use tax related services referenced herein;

THEREFORE, COUNTY and CONTRACTOR, for the consideration hereinafter described, mutually agree as follows:

## II. SERVICES

The CONTRACTOR shall perform the following services (collectively, the “Services”):

### A. ALLOCATION AUDIT AND RECOVERY SERVICES

1. CONTRACTOR shall conduct initial and on-going sales and use tax audits to identify and correct distribution and allocation errors, and to proactively affect favorable registration or reporting changes thereby generating previously unrealized sales and use tax income for the COUNTY and/or recovering misallocated tax from previously properly registered taxpayers. Common errors that will be monitored and corrected include, but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; misreporting of “point of sale” to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.
2. CONTRACTOR may, from time to time, initiate contacts with sales management and accounting officials in companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.
3. CONTRACTOR may, from time to time (i) prepare and submit to the State Board of Equalization information for the purpose of correcting allocation errors that are identified and (ii) follow-up with individual businesses and the State Board of Equalization to promote recovery by the COUNTY of back or prospective quarterly payments that may be owing.
4. If, during the course of its audit, CONTRACTOR finds businesses located in the COUNTY that are properly reporting sales and use tax but have the potential for

modifying their operation to provide an even greater share to the COUNTY, CONTRACTOR may so advise COUNTY and work with those businesses and the COUNTY to encourage such changes.

#### B. CONSULTING AND OTHER OPTIONAL SERVICES

CONTRACTOR may, from time to time in its sole discretion, consult with COUNTY staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and transactions tax; (ii) utilization of reports to enhance business license collection efforts; and (iii) sales tax projections for proposed annexations, economic development projects and budget planning. In addition to the foregoing optional consulting services, CONTRACTOR in consultation with COUNTY may, from time to time in its sole discretion, perform other optional Services, including without limitation, negotiating/review of tax sharing agreements, establishing purchasing corporations, and meeting with taxpayers to encourage self-assessment of use tax.

### III. CONSIDERATION

- A. 1. CONTRACTOR shall be paid 15% of all new and recovered sales and use tax revenue received by the COUNTY as a result, in whole or in part, of the allocation audit and recovery Services described in Section II-B above (hereafter referred to as “audit fee”), including without limitation, any reimbursement or other payment from any state fund (including without limitation, the Sales and Use Tax Compensation Fund as outlined in Section 97.68 of the Revenue and Taxation Code or from the Public Safety Augmentation Fund pursuant to Proposition 172) (each, a “state fund”) and any point of sale misallocations. CONTRACTOR shall provide COUNTY with an itemized quarterly invoice showing all formula calculations and amounts due for the audit fee (including, without limitation, a detailed listing of any corrected misallocations), which shall be paid by COUNTY no later than 30 days following the invoice date.

2. The audit fee shall be paid even if COUNTY assists, works in parallel with, and/or incurs attorneys' fees or other costs or expenses in connection with any of the relevant Services. Among other things, the audit fee applies to state fund transfers received for back quarter reallocations and monies received in the first eight consecutive reporting quarters following completion of the allocation audit by CONTRACTOR and confirmation of corrections by the State Board of Equalization. COUNTY shall pay audit fees upon CONTRACTOR'S submittal of evidence of CONTRACTOR'S work in support of recovery of subject revenue, including, without limitation, copies of BOE 549-S petition forms of any other correspondence between CONTRACTOR and the Board of Equalization or the taxpayer.
3. For any increase in the tax reported by businesses already properly making tax payments to COUNTY, it shall be CONTRACTOR's responsibility to support in its invoices the audit fee attributable, in whole or in part, to CONTRACTOR's Services.

B. CONTRACTOR shall invoice COUNTY for any consulting and other optional Services rendered to COUNTY based on the following hourly rates on a monthly or a quarterly basis, at CONTRACTOR's option. All such invoices shall be payable by COUNTY no later than 30 days following the invoice date. COUNTY shall not be invoiced for any consulting Services totaling less than an hour in any month. The hourly rates in effect as of the Effective Date are as follows:

Principal	\$250 per hour
Programmer	\$200 per hour
Senior Analyst	\$175 per hour
Analyst	\$ 95 per hour

CONTRACTOR may change such hourly rates from time to time upon not less than 30 days' prior written notice to COUNTY.

- C. Any invoices not paid on a due and timely basis shall accrue monthly interest at a rate equivalent to ten percent (10%) per annum until paid.

#### **IV. CONFIDENTIALITY; OWNERSHIP/USE OF INFORMATION**

- A. Section 7056 of the State of California Revenue and Taxation Code specifically limits the disclosure of confidential taxpayer information contained in the records of the State Board of Equalization. Section 7056 specifies the conditions under which a COUNTY may authorize persons other than COUNTY officers and employees to examine State Sales and Use Tax records.
- B. The following conditions specified in Section 7056-(b), (1) of the State of California Revenue and Taxation Code are hereby made part of this Agreement:
  - 1. CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the Board of Equalization provided to COUNTY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law Revenue and Taxation Code section 7200 et.seq.
  - 2. CONTRACTOR may disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the COUNTY who is authorized by resolution to examine the information.
  - 3. CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.
  - 4. CONTRACTOR is prohibited from retaining the information contained in, or derived from those sales, use or transactions and use tax records, after this

Agreement has expired. Information obtained by examination of Board of Equalization records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the COUNTY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONTRACTOR as a person authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

B. Software Use. CONTRACTOR hereby provides authorization to COUNTY to access CONTRACTOR'S Sales Tax website if COUNTY chooses to subscribe to the software and reports option. The website shall only be used by authorized COUNTY staff. No access will be granted to any third party without explicit written authorization by CONTRACTOR. COUNTY shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by COUNTY of said software, or any right of COUNTY to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination or expiration of this Agreement, the software use authorization shall expire, and all COUNTY staff website logins shall be de-activated.

C. Proprietary Information. As used herein, the term "proprietary information" means all information or material that has or could have commercial value or other utility in CONTRACTOR'S business, including without limitation: CONTRACTOR'S (i) computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and (v) materials and techniques used;. Except as otherwise required by law, COUNTY shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by COUNTY in connection with this Agreement. The obligations imposed by this Section IV-C shall survive any

expiration or termination of this Agreement or otherwise. The terms of this Section IV-C shall not apply to any information that is public information.

## **V. COUNTY MATERIALS AND SUPPORT**

COUNTY shall adopt a resolution in a form acceptable to the State Board of Equalization and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing CONTRACTOR to examine the confidential sales tax records of COUNTY. COUNTY further agrees to provide any information or assistance that may readily be available such as business license records within the COUNTY and to provide CONTRACTOR with proper identification for contacting businesses. COUNTY further agrees to continue CONTRACTOR's authorization to examine the confidential sales tax records of the COUNTY by maintaining CONTRACTOR's name on the COUNTY resolution or by providing copies of future allocation reports on computer readable magnetic media until such time as all audit adjustments have been completed by the State Board of Equalization and any audit fee owing to CONTRACTOR has been paid.

## **VI. LICENSE, PERMITS, FEES AND ASSESSMENTS**

CONTRACTOR shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the Services. COUNTY shall assist CONTRACTOR in obtaining such Permits, and COUNTY shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by COUNTY.

## **VII. TERMINATION**

This Agreement may be terminated for convenience by either party by giving 30 days written notice to the other of such termination and specifying the effective date thereof. Upon the presentation of such notice, CONTRACTOR may continue to perform Services through the date of termination. Following termination of this Agreement, COUNTY shall continue to



timely pay CONTRACTOR's invoices for Services performed and not paid for prior to termination. Anything to the contrary herein notwithstanding (and without limitation on the foregoing sentence), COUNTY shall continue to pay to CONTRACTOR the audit fee for tax payments received by COUNTY after termination of this Agreement from (i) state fund transfers for back quarter reallocations and the first eight consecutive calendar quarters following completion of the allocation audit by CONTRACTOR and confirmation of corrections by the State Board of Equalization; and (ii) businesses identified by CONTRACTOR pursuant to Section III-B-3 above, to the extent such businesses commence or continue to make increased tax payments during the first 24 months following termination of this Agreement.

#### **VIII. INDEPENDENT CONTRACTOR**

CONTRACTOR shall perform the services hereunder as an independent contractor and shall furnish such services in its own manner and method, and under no circumstances or conditions shall any agent, servant, or employee of CONTRACTOR be considered as an employee of COUNTY.

#### **IX. NON-ASSIGNMENT**

This Agreement is not assignable either in whole or in part by CONTRACTOR without the written consent of COUNTY.

#### **X. INSURANCE**

CONTRACTOR shall maintain the policies set out below, and in amounts of coverage not less than those indicated herein. Additionally, CONTRACTOR shall name the COUNTY as an additional insured on CONTRACTOR'S comprehensive general liability policy and provide a Certificate of Insurance.

1. Worker's Compensation and Employer's Liability. In accordance with applicable law.
2. Comprehensive General Liability. Bodily injury liability in the amount of \$1,000,000 for each person in any one accident, and \$1,000,000 for injuries sustained by two or more persons in any one accident. Property damage liability in the amount of \$1,000,000 for each accident, and \$2,000,000 aggregate for each year of the policy period.
3. Comprehensive Automobile Liability. Bodily injury liability coverage of \$1,000,000 for each accident.
4. Errors and Omissions. In addition to any other insurance required by this Agreement, CONTRACTOR shall provide and maintain, during the term of this Agreement, professional liability insurance in the amount of \$1,000,000 as evidenced by a Certificate of Insurance.

## **XI. INDEMNIFICATION**

CONTRACTOR hereby agrees to protect, defend, indemnify and hold harmless COUNTY, its elective and appointive boards, officers, agents and employees, from any liability for damage or claims for damage (including, without limitation, COUNTY's reasonable attorneys' fees) for breach of confidentiality, property damage, or other claims or damages which may arise from CONTRACTOR's willful or negligent acts, errors or omissions or those of its employees or agents in the performance of this Agreement. COUNTY hereby agrees to protect, defend, indemnify and hold harmless CONTRACTOR, its officers, agents and employees, harmless from any liability for damage or claims for damage (including, without limitation, CONTRACTOR's reasonable attorneys' fees) for breach of confidentiality, or property damage which may arise from COUNTY's willful or negligent acts, errors or omissions or those of its employees or agents.

## **XII. IRREPARABLE HARM**

CONTRACTOR and COUNTY each understands and agrees that any breach of this Agreement by either of them may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that such other party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

### **XIII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to its choice of laws provisions).

### **XIV. ATTORNEYS' FEES**

If any party hereto brings an action or proceeding under this Agreement or to declare rights hereunder, the Prevailing Party in any such proceeding, action, or appeal thereon shall be entitled to recover all reasonable fees, costs and expenses, including reasonable attorneys' fees. Such fees, costs and expenses may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. "Prevailing Party" shall mean and include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense.

### **XV. SEVERABILITY; NO WAIVER**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect. If any of the provisions of this Agreement shall be deemed to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall enforce the remaining provisions of this Agreement, and shall reduce such extent, duration, scope, or other provision and shall enforce them in their reduced form for all purposes contemplated by this Agreement. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

## **XVI. NOTICES**

All notices sent by a party under this Agreement shall be in writing and shall be deemed properly delivered to the other party as of the date of receipt, if received on a business day prior to 3:00 PM local time, or otherwise on the next business day after receipt, provided delivery occurs personally, by courier service, or by U.S. mail to the other party at its address set forth below, or to such other address as either party may, by written notice, designate to the other party. Notices to CONTRACTOR shall be sent to HINDERLITER, de LLAMAS and ASSOCIATES, 1340 Valley Vista Drive, Suite 200, Diamond Bar, CA 91765; and notices to COUNTY shall be sent to COUNTY OF MONO, PO Box 715, Bridgeport, CA 93517.

## **XVII. ENTIRE AGREEMENT; ETC.**

This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement may not be amended or modified except in writing signed by each of the parties hereto. This Agreement shall be construed as to its fair meaning and not strictly for or

against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

**XVIII. COUNTERPARTS; AUTHORITY TO SIGN**

This Agreement may be executed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signature pages of this Agreement transmitted by facsimile or sent by email in portable document format (PDF) will have the same legal effect as an original executed signature page. Each of the persons signing on behalf of a party hereto represents that he or she has the right and power to execute this Agreement on such party's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in their behalf.

COUNTY:

COUNTY OF MONO

\_\_\_\_\_  
Chairman of the Board of Supervisors

CONTRACTOR:

HINDERLITER, DE LLAMAS & ASSOCIATES  
A California Corporation

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

APPROVED AS TO FORM:

\_\_\_\_\_

APPROVED BY RISK MANAGEMENT:

---



## Who are we?

- ▶ Founded in 1983 by two former City Managers
- ▶ Companies include:
  - ❖ HdL Sales Tax
  - ❖ HdL Software
  - ❖ HdL Coren & Cone Property Tax
- ▶ Company headquarters Diamond Bar
- ▶ Additional offices in Fresno, Pleasanton and San Dimas
- ▶ Corporate Partner with the League of California Cities and CA Counties + 12 other agencies



## Services

- ▶ Sales, Use and Transactions Tax and Property Tax Services
- ▶ Business License and Enterprise Software
- ▶ Marijuana Regulation and Taxation Services
- ▶ Economic Development



**HdL**   
COMPANIES

## Partial list of clients



- ▶ HdL serves over 400 local government agencies
- ▶ Clients include counties, cities and special districts
- ▶ HdL has a 99% client retention rate

**HdL**   
COMPANIES



## Data Driven

- ▶ Database consists 99% of CA sales tax data
- ▶ Quarterly Economic Forecasts with Beacon Economics
- ▶ Economic Development for retail targeting



## HdL can assist your agency with:

- ▶ Audits and correction of revenues lost to erroneous reporting
- ▶ Proposition 172 Revenue Projections
- ▶ Quarterly updates comparing unincorporated areas, countywide and regional sales tax trends and top sales tax generators
- ▶ Quarterly reconciliation of sales and use tax receipts
- ▶ Issue papers, quarterly economic forecasts and bi-weekly e-news updates
- ▶ Web-based software that allows county staff to analyze current and historical data by business, business type and geographical area.



## Return on Investment



- ▶ 9:1 Return on Investment
- ▶ Audit claims processed with target of 90 days or less
- ▶ Budget forecasts fall w/in 1% of actuals 75% of the time and within 3% on 99% of all forecasts



## Why choose HdL?

- ▶ Services provided by experienced, former public officials
- ▶ Fast return of misallocation revenues
- ▶ Lowest audit recovery fees
- ▶ Regular updates on trends affecting your agency
  - Amazon Fulfillment Centers
  - Marijuana Regulation and Taxation
  - Short term rentals



HdL has recovered \$2 billion + client revenue



## For more information

- ▶ [www.hdlcompanies.com](http://www.hdlcompanies.com)
- ▶ 909.861.4335
- ▶ [info@hdlcompanies.com](mailto:info@hdlcompanies.com)





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     December 13, 2016

**TIME REQUIRED**

**SUBJECT**             Closed Session--Human Resources

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

Time

Who

Approval



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    December 13, 2016

**TIME REQUIRED**

**SUBJECT**            Closed Session - Real Property  
                             Negotiations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**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: Approximately 0.12 acre portion of APN 008-094-002-000 in Bridgeport, California. Agency negotiators: Garrett Higerd and Stacey Simon. Negotiating parties: County of Mono and Frontier Communication. Under negotiation: price.

**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:**

<a href="#">Click to download</a>
No Attachments Available

**History**

Time	Who	Approval
12/7/2016 12:40 PM	County Administrative Office	Yes
12/7/2016 9:00 AM	County Counsel	Yes





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 13, 2016

**TIME REQUIRED**

**SUBJECT** Closed Session - Exposure to  
Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

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

---

### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

**PHONE/EMAIL:** /

---

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

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

[Click to download](#)

No Attachments Available

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#### History

Time

Who

Approval



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 13, 2016

**TIME REQUIRED**

**SUBJECT** Afternoon Session

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

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

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

**PHONE/EMAIL:** /

---

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

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

[Click to download](#)

No Attachments Available

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### History

Time

Who

Approval





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 13, 2016

**Departments: Public Works**

<b>TIME REQUIRED</b>	40 minutes (10 minute presentation; 30 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Tony Dublino
<b>SUBJECT</b>	Presentation Regarding Conway/Mattly Ranch Public Outreach and Authorization for Request for Proposals for Grazing Lease		

### AGENDA DESCRIPTION:

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

Presentation by Tony Dublino regarding results of public outreach relating to grazing at Conway/Mattly Ranch, and request for direction on finalization of draft Strategic Facility Plan and possible future grazing lease.

### RECOMMENDED ACTION:

Receive staff presentation and: (1) Direct staff to discontinue efforts to prepare a comprehensive SFP for Conway/Mattly Ranch (yes/no); and (2) take one or more of the following actions: (A) Prepare, publish and post a Request for Proposals for sheep grazing on Conway and Mattly Ranches for a period of 10 years and present the results to the Board for consideration, further direction, and initiation of environmental review; (B) Prepare, publish and post a Request for Proposals for sheep grazing on Conway Ranch (east of Hwy. 395) only, for a period of 10 years and present the results to the Board for consideration, further direction, and initiation of environmental review; (C) Prepare, publish and post a Request for Proposals for livestock grazing on Conway and/or Mattly Ranches for a period of 10 years and present the results to the Board for consideration, further direction, and initiation of environmental review; (D) Do nothing at this time, provide additional direction to staff.

### FISCAL IMPACT:

None at this time.

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5453 / tdublino@mono.ca.gov

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

**SEND COPIES TO:**

### MINUTE ORDER REQUESTED:

YES  NO

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**ATTACHMENTS:**

Click to download

 [Staff Report](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
12/7/2016 6:32 PM	County Administrative Office	Yes
12/8/2016 10:02 AM	County Counsel	Yes
12/7/2016 6:48 PM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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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)

Jeff Walters  
Public Works Director

Garrett Higerd, PE  
County Engineer

**Date:** December 13, 2016  
**To:** Honorable Board of Supervisors  
**From:** Tony Dublino, Environmental Services Manager  
**Subject:** Conway Ranch Outreach Summary and Request for Grazing Proposals

**Recommended Action:** Receive presentation, and consider the following options:

1. Direct staff to discontinue the effort to develop a comprehensive SFP for Conway Ranch. (yes/no)
2. Take one of the following actions with respect to grazing:
  - A. Direct staff to prepare, publish and post a Request for Proposals for sheep grazing on Conway and Mattly Ranches for a period of 10 years, and present the results to the Board for consideration, further direction, and initiation of environmental review;
  - B. Direct staff to prepare, publish and post a Request for Proposals for sheep grazing on Conway Ranch only (i.e., east of Hwy. 395) for a period of 10 years, and present the results to the Board for consideration, further direction, and initiation of environmental review;
  - C. Direct staff to prepare, publish and post a Request for Proposals for livestock grazing on Conway and/or Mattly Ranches for a period of 10 years, and present the results to the Board for consideration, further direction, and initiation of environmental review;
  - D. Do nothing at this time, provide additional direction to staff.

**Fiscal Impact:** None at this time.

**Background:**

### ***History***

At the Board's regular meeting on May 10, 2016, staff presented an update on the Conway Strategic Facility Plan (SFP), which included a draft of the Plan as well as a summary of outreach that had been performed to date.

At that meeting, the Board provided feedback and direction to staff, which revolved around the need to complete the outreach process, and determine the nature of the SFP and the level of environmental review (CEQA) for the Plan that may be required.

In the following months, staff wrapped up the public outreach and began discussing the nature of the SFP, and the requisite level of CEQA review, with County Counsel. From these discussions, it was initially determined that the SFP would be a planning-level document providing direction on priorities at the Ranch and establishing a process for considering future projects, without authorizing any specific activity on the property. Such decisions (and associated environmental review) would instead be performed when specific projects were identified, defined and proposed.

This approach was not a clear choice. There were questions about whether the SFP should be called a "Plan" at all, or whether it would be better characterized as a study or overview of public input. There was also a question as to whether this approach would actually gain Board approval. Regardless, none of the potential 'projects' presented in the document (aquaculture, recreational development, grazing) were developed to the extent they could be analyzed under CEQA.

#### **Discussion:**

As described above, the draft SFP has become simply a summary of public outreach and input, rather than a Plan, and staff is now requesting that the Board give direction to halt the development of a comprehensive SFP. It is further recommended that the Board instead provide direction that will enable staff to identify specific projects which can be described and developed to a point where environmental review is possible; the results of the 2016 outreach, and urgency, would be a factor in initially identifying such projects.

#### ***Grazing***

The issue of grazing Conway Ranch is the most urgent at this time, because the County's grazing lease with F.I.M. Corporation expires in November 2017. If the County wishes grazing to continue on the Ranch in the 2018 grazing season, now is the time to begin a proposal, planning, and environmental review process.

#### ***2016 Outreach Efforts on Grazing***

The 2016 outreach effort included considerable input on grazing. Several questions related to grazing were posed to the public workshop groups as well as to the RPACs. These questions included whether the County should prepare a request for proposals for grazing activities at Conway Ranch, whether there should be an effort to restore the historic corrals, whether livestock fencing should be considered, and whether off-channel stock water should be developed.

There appeared to be general support for a Request for Proposals for grazing activities. There were comments about grazing only east of 395. There were comments suggesting the Ranch should not be grazed, but they were in the minority. In Bridgeport, there was a focus on preserving the historic sheep grazing on the Ranch. In Lee Vining, there was support for continued grazing, but not necessarily sheep grazing in light of Sierra Nevada Bighorn Sheep concerns. The Bridgeport RPAC supported grazing, particularly as it would provide return on investment and economic stimulus.

There are many ways a potential grazing lessee could utilize Conway Ranch. There may be differences in the acreage they want to graze, the number of animals they want to graze, the timing of grazing, the manner in which they will water their animals, how they will fence and/or herd their animals, etc.

Because of these many differences, it is staff's suggestion that the County issue a Request for Proposals from interested grazing operators that will enumerate how they would manage all of the above (and other) questions, and how much compensation they are willing to provide for the right to graze the land. Acceptance of any proposal would be contingent on environmental review and discretionary approval by the Board. It is suggested the term of any lease be for ten years, to allow for operators to recoup necessary investments that may be required to manage their animals.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,



Tony Dublino  
Environmental Services Manager