



# 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 9, 2014

---

**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 Special Meeting held on November 21, 2014.

**3. PRESENTATIONS - 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. Hiring Freeze Variance - Human Resources Manager/Deputy County Administrator**

Departments: County Administrator's Office

Hiring Freeze Variance - Human Resources Manager/Deputy County Administrator.

**Recommended Action:** Approve the launch of a full recruitment process for the Human Resources Manager/Deputy CAO.

**Fiscal Impact:**

The funding source for this position is General Fund. The position was budgeted in the FY14/15 approved County Administrator's Office Budget. The cost of this position for the remainder of FY 2014-2015 (January 15, 2015 to June 30, 2015) is approximately \$ 73,947 of which \$45,500 is salary; \$9,763 is the employer portion of PERS, and \$18,684 is the cost of the benefits and is included in the approved FY 2014-2015 Budget.

Total cost for a full fiscal year (2014-2015) would be \$136,517 of which \$84,000 is annual salary; \$18,024 is the employer portion of PERS, and \$34,493 is the cost of the benefits.

**B. Appointment in Lieu of Election of Tom Stewart to the Antelope Valley Fire Protection District**

Departments: Clerk of the Board

Appointment in lieu of election of Tom Stewart to the board of commissioners of the Antelope Valley Fire Protection District governed by Elections Code section 10515 and by Board Resolution R12-64 (see attached for additional information). This item is being supported by Supervisor Fesko.

**Recommended Action:** Appoint Tom Stewart to the board of commissioners of the Antelope Valley Fire Protection District. His term will expire November 30, 2018.

**Fiscal Impact:** None.

**C. Housing Mitigation Ordinance Suspension**

Departments: Community Development

Proposed ordinance amending section 15.40.170 of the Mono County Code, pertaining to a temporary suspension of all housing mitigation requirements. Said ordinance would continue an existing suspension of housing mitigation requirements until July 15, 2016.

**Recommended Action:** Adopt Ordinance Ord14-\_\_\_, an ordinance of the Mono County Board of Supervisors amending section 15.40.170 of the Mono County Code, pertaining to a temporary suspension of all housing mitigation requirements.

**Fiscal Impact:** Loss of fee revenue estimated at \$5,000 for 2015 and an unknown amount for 2016.

**8. CORRESPONDENCE RECEIVED (INFORMATIONAL)**

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

**A. SCE Application for Approval**

Departments: Clerk of the Board

Correspondence from Southern California Edison dated November 20, 2014 regarding its Application for Approval of its Energy Savings Assistance (ESA) and California Alternate Rates for Energy (CARE) Programs and Budgets for 2015-2017, A.14-10-007.

**B. State Water Resources Control Board**

Departments: Clerk of the Board

Fiscal Year 2013-2014 Local Primary Agency (LPA) Evaluation sent to Louis Molina, Director of Environmental Health. Informational only.

**C. California Fish and Game Correspondence**

Departments: Clerk of the Board

Correspondence from California Department of Fish and Wildlife relating to draft environmental impact report on state-wide ban on lead ammunition for hunting

purposes.

\*\*\*\*\*

**Fiscal Impact:** None - informational only

9. **REGULAR AGENDA - MORNING**

**A. Hauler Request for Inflationary Increase to Solid Waste Collection Service Fee Floors**

Departments: Solid Waste

20 minutes (5 minute presentation; 15 minute discussion)

(Tony Dublino) - Proposed amemdments to existin Franchise Agreements with D&S Waste and Mammoth Disposal, pertaining to waste collection in unincorporated Mono County.

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

**Fiscal Impact:** \$500 annual increase to Solid Waste Enterprise Fund.

**B. Franchise Agreement--Capacity Payment for Exported Solid Waste**

Departments: Public Works / Solid Waste Division

30 minutes (5 minute presentation; 25 minute discussion)

(Tony Dublino) - Presentation by Tony Dublino regarding request from D&S Waste for reduction in the Capacity Payments relating to exported solid waste.

**Recommended Action:** No action is recommended at this time. Provide direction to staff on whether an amendment to the exported waste fee should be prepared.

**Fiscal Impact:** None (informational only).

**C. Motor Pool - Replacement of Two Backhoes**

Departments: Public Works - Motor Pool

15 minutes (5 minute presentation; 10 minute discussion)

(Jeff Walters) - Mono County Public Works has two backhoes that are in need of replacement. The backhoes (a 1979 Case 580C assigned to Facilities and a 1980 Case 680 assigned to the Road Fund) are expensive to maintain, have had recent mechanical issues which resulted in expensive soil mitigation, and are included in the California Air Resource Board's emission reduction mandates for Mono County.

**Recommended Action:** Authorize Public Works Director to administer and execute bid documents necessary for the replacement of a 1979 Case backhoe and a 1980 Case backhoe. These backhoes are past their useful life, are vital to the Public Works Department, and have had several recent environmental related

issues. Replacing these with funds available from Motor Pool would begin to resolve existing California Air Resources Board mandates to reduce emissions as well as reduce the overall fund balance in Motor Pool which currently exceeds allowable limits.

**Fiscal Impact:** Approximately \$125,000 each for a total of \$250,000 out of Motor Pool. There is sufficient fund balance in Motor Pool for the purchase of these two backhoes.

**D. Motor Pool - Purchase a Vehicle Lift for Crowley Road Shop**

Departments: Public Works - Motor Pool

15 minutes (5 minute presentation; 10 minute discussion)

(Jeff Walters) - All Motor Pool vehicles must be driven to Bridgeport for maintenance or repair work. This is due to having no other county facility available and appropriately setup for a safe and efficient work environment. Converting a single bay in the Crowley Road shop by installing a vehicle lift, purchasing necessary tools with lockable toolbox, and stocking common parts would allow for faster service and repairs in south county.

**Recommended Action:** Authorize Public Works to purchase and install a vehicle lift, tools, toolbox, and parts necessary to create a safe work area for south county repairs on Motor Pool vehicles. This would be installed in an available garage bay in the Crowley Road Shop.

**Fiscal Impact:** \$15,000 from Motor Pool. There are sufficient funds available in Motor Pool.

**E. County Hiring Freeze and Variance Process**

Departments: County Administrator's Office

20 minutes (5 minute presentation; 15 minute discussion)

(Jim Leddy, Jeff Walters) - Discussion of the current County Hiring Freeze and variance process.

**Recommended Action:** Review Hiring Freeze and Variance Process. Maintain current process.

**Fiscal Impact:** There is no Fiscal Impact from discussing Hiring Freeze Process.

**F. Contract Award for the Mountain Gate Phase 2 Fishing Access Project**

Departments: Public Works

10 minutes

(Vianey White) - Contract award for the Mountain Gate Phase 2 Fishing Access Project which consists of constructing a pedestrian path, ADA parking and access, installation of site amenities including picnic tables, timber fishing platform, amphitheater, riparian interaction area, river access, PAR course, and landscaping at the Mountain Gate property located off Highway 395, ½ miles south of Walker.

**Recommended Action:** Based on staff report concerning bids received in response to a solicitation for bids and responsibility of the apparent lowest responsive bidder: 1) identify Sierra View Equipment Inc. as responsible bidder submitting the lowest responsive bid; 2) award contract to Sierra View Equipment Inc. for the Mountain Gate Phase 2 Fishing Access Project in an amount not to exceed \$341,571; 3) approve and authorize the Public Works Director, in consultation with County Counsel, to execute and administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and authority to approve and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$29,578 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority of \$385,000, and are approved as to form and legality by County Counsel.

**Fiscal Impact:** On July 15, 2014 the Board approved the use of \$385,000 of the California River Parkways Grant Program (Proposition 50) funds for construction of this project. In 2007 the California Resources Agency approved the use of \$473,155 of the California River Parkways Grant Program (Proposition 50) funds for the design and construction of this project. The remaining \$385,000 grant funds will be used for the construction phase. There will be no impact to the General Fund.

**G. Program Supplement Agreement for the Convict Lake Road Rehabilitation Project**

Departments: Public Works

10 minutes (5 minute presentation; 5 minute discussion)

(Garrett Higerd) - The Convict Lake Road Rehabilitation Project will pulverize, repave, and widen 2.75 miles of Convict Lake Road from US 395 to the turn-around at the end of Convict Lake Road.

**Recommended Action:** Consider and potentially adopt proposed resolution #R14-\_\_\_\_\_, "A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No. 0M59 Rev. 000 to Administering Agency-State Master Agreement No. 00187S for the Convict Lake Road Rehabilitation Project."

**Fiscal Impact:** Total project cost is estimated at \$5,688,000. Federal Lands Access Program (FLAP) funds will contribute \$5,036,000 (88.53%) and the County is responsible for a local match up to \$652,000 (11.47%). Match funding was programmed in the 2014 State Transportation Improvement Program. Approval of the attached Resolution, along with execution of the Program Supplement, will authorize the State to disburse the appropriate funds necessary to reimburse the County for its match portion of costs related to the Convict Lake Road Rehabilitation Project (Environmental and Permits \$79,000 and Construction \$584,000).

**H. Rural County Representatives of California Request for Wildland Fire Resolution**

Departments: Board of Supervisors

10 minutes (5 minute presentation; 5 minute discussion)

(Supervisor Tim Fesko) - Proposed resolution requesting Governor Brown to

advocate for stronger management of federal lands to prevent wildland fires.

**Recommended Action:** Adopt proposed resolution #R14-\_\_\_\_\_, requesting Governor Brown's Advocacy at the Federal Level to Address Ongoing Wildfire Threats. Provide any desired direction to staff.

**Fiscal Impact:** There is no fiscal impact from adopting the Resolution.

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

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

**11. CLOSED SESSION**

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

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

**B. Closed Session - Public Employment**

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Undersheriff.

**12. REGULAR AGENDA AFTERNOON- NONE**

**ADJOURN**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 9, 2014

**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 Special Meeting held on November 21, 2014.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:** Shannon Kendall

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

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[11-21-14 sp mtg draft mins](#)

#### History

Time	Who	Approval
12/2/2014 11:19 AM	County Administrative Office	Yes
12/2/2014 11:18 AM	County Counsel	Yes
12/3/2014 11:19 AM	Finance	Yes



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

Special Meeting  
CAO Conference  
Room, Sierra Center  
Mall, 3rd Flr., 452 Old  
Mammoth Road, Suite  
#306, Mammoth  
Lakes, CA 93546

November 21, 2014

Flash Drive	On Portable Recorder
Minute Orders	M14-231
Resolutions	R14-68 NOT USED
Ordinance	Ord14-05 NOT USED

2:00 PM Meeting Called to Order by Chairman Johnston.

*Supervisors present: Supervisors Alpers, Hunt, Johnston and Stump.  
Supervisor present at John Wayne Airport: Supervisor Fesko  
Supervisors absent: None.*

There was no Pledge of Allegiance.

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

REGULAR AGENDA

- 1a) [Closed Session - Public Employment](#) - PUBLIC EMPLOYMENT/PERFORMANCE EVALUATION. Government Code section 54957. Title: Paramedic Station Captain.
- 1b) [Extension of Administrative Leave](#) (Jim Leddy) - Proposed extension of administrative leave beyond 30 days.

**Action:** Pursuant to section 360 of the Mono County Personnel System, and based on CAO recommendation, approve an extension of administrative leave for Jason Foster beyond 30 days and until January 30, 2015 or until terminated by the CAO, whichever comes first.

**Hunt moved; Stump seconded**

**Vote: 5 yes; 0 no**

**Note**

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

**M14-231**

**Jim Leddy:**

- CAO Leddy read recommendation.
- Fiscal impact is estimated to be between \$4600 and \$7300 per 30-day increment, depending on how shifts get covered.

ADJOURNMENT 2:30 p.m.

ATTEST

---

LARRY K. JOHNSTON  
CHAIRMAN

---

SHANNON KENDALL  
ASSISTANT CLERK OF THE BOARD

§§§§§



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 9, 2014

**Departments: County Administrator's Office**

**TIME REQUIRED**

**SUBJECT** Hiring Freeze Variance - Human  
Resources Manager/Deputy County  
Administrator

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Hiring Freeze Variance - Human Resources Manager/Deputy County Administrator.

---

### RECOMMENDED ACTION:

Approve the launch of a full recruitment process for the Human Resources Manager/Deputy CAO.

---

### FISCAL IMPACT:

The funding source for this position is General Fund. The position was budgeted in the FY14/15 approved County Administrator's Office Budget. The cost of this position for the remainder of FY 2014-2015 (January 15, 2015 to June 30, 2015) is approximately \$ 73,947 of which \$45,500 is salary; \$9,763 is the employer portion of PERS, and \$18,684 is the cost of the benefits and is included in the approved FY 2014-2015 Budget.

Total cost for a full fiscal year (2014-2015) would be \$136,517 of which \$84,000 is annual salary; \$18,024 is the employer portion of PERS, and \$34,493 is the cost of the benefits.

---

**CONTACT NAME:** Jim Leddy

**PHONE/EMAIL:** (760) 932-5414 / jleddy@mono.ca.gov

---

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

**SEND COPIES TO:**

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

[Click to download](#)

[Staff Report](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/22/2014 10:08 AM	County Administrative Office	Yes
12/1/2014 12:40 PM	County Counsel	Yes
12/3/2014 5:23 PM	Finance	Yes



***COUNTY OF MONO*** – *County Administrative Office*  
**P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517**  
**(760) 932-5412 ☐ FAX (760) 932-5411**

---

Jim Leddy  
County Administrative Officer  
760.932.5414

To: Honorable Board of Supervisors  
From: Jim Leddy, County Administrator  
Date: November 22, 2014

Subject: Hiring Freeze Variance - Human Resources Manager/Deputy County Administrator.

Recommendation: Approve the launch of a full recruitment process for the Human Resources Manager/Deputy CAO.

Background: On September 16<sup>th</sup>, 2014, the Board adopted the final FY 2014-2015 Budget. The County Administrator's Office as part of the Budget adoption downsized and re-organized to capture long term savings from the departure of the Human Resources Generalist staff person and to ensure provision of critical Risk Management and Human Resource functions with the departure of the Human Resources Director/Risk Manager.

The reorganization eliminated the Human Resources Generalist position and distributed those duties among two remaining staff; split the Human Resources Director/Risk Manager into two lower cost positions to maintain the smaller staff size and cost savings. The Risk Manager position has been filled and now the Board is being requested to grant the County Administrator permission to launch the Human Resources Manager/Deputy CAO position which would be an At-will position. Currently the County Administrator is functioning as the Human Resources Director with the support of the CAO Office Manager.

The annual savings for the reorganized CAO office is estimated at approximately \$64,000 in lower salary costs annually with the new configuration as compared with the 2013-2014 CAO office structure. This savings is maintained with this position.

Discussion: The recruitment would initiate December 15<sup>th</sup> pending Board approval and seek completion by no later than February 1<sup>st</sup>. The CAO Office re-organization has allowed position costs to be lowered and duties configured to ensure the Human Resource capacity of department are met and ongoing savings are maintained. With a successful recruitment, any future need to recruit a Human Resources Generalist, which is currently frozen under the VSIP parameters for two years, will be eliminated.

Fiscal Impact: The funding source for this position is General Fund. The position was budgeted in the FY14/15 approved County Administrator's Office Budget. The cost of this position for the remainder of FY 2014-2015 (January 15, 2015 to June 30, 2015) is approximately \$ 73,947 of which \$45,500 is salary; \$9,763 is the employer portion of PERS, and \$18,684 is the cost of the benefits and is included in the approved FY 2014-2015 Budget.

Total cost for a full fiscal year (2014-2015) would be \$136,517 of which \$84,000 is annual salary; \$18,024 is the employer portion of PERS, and \$34,493 is the cost of the benefits.

For questions, please contact me at (760) 932-5414 or [jleddy@mono.ca.gov](mailto:jleddy@mono.ca.gov)



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 9, 2014

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Appointment in Lieu of Election of  
Tom Stewart to the Antelope Valley  
Fire Protection District

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Appointment in lieu of election of Tom Stewart to the board of commissioners of the Antelope Valley Fire Protection District governed by Elections Code section 10515 and by Board Resolution R12-64 (see attached for additional information).  
This item is being supported by Supervisor Fesko.

### RECOMMENDED ACTION:

Appoint Tom Stewart to the board of commissioners of the Antelope Valley Fire Protection District. His term will expire November 30, 2018.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Shannon Kendall

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

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[12-09-14 staff](#)

[AV Fire Item backup](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
12/2/2014 11:19 AM	County Administrative Office	Yes
12/2/2014 11:21 AM	County Counsel	Yes
12/3/2014 3:53 PM	Finance	Yes



Larry Johnston ~ District One   Fred Stump ~ District Two   Tim Alpers ~ District Three  
Tim Fesko ~ District Four   Byng Hunt ~ District Five

---

## **BOARD OF SUPERVISORS COUNTY OF MONO**

---

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

*Bob Musil, Clerk of the Board*

To:           Honorable Board of Supervisors

From:         Shannon Kendall, Assistant Clerk of the Board

Date:         December 9, 2014

Subject:

Appointment in lieu of election of Tom Stewart to the board of commissioners of the Antelope Valley Fire Protection District. (This appointment is a four-year term expiring November 30, 2018.)

Discussion:

Tom Stewart, a member of the board of commissioners of the Antelope Valley Fire Protection District, left that board at the end of his term and no one filed a declaration of candidacy to succeed him. He has since volunteered to stay on as a Fire Commissioner as requested by this Board. This situation is governed by Elections Code section 10515 and by Board Resolution R12-64, which provide for the Board of Supervisors to appoint a qualified person to the district board. Per that resolution, if the district board recommends a qualified person for such an appointment, then that recommendation is to be brought to the Board of Supervisors for consideration. In this case, the Antelope Valley Fire Protection District board of commissioners is recommending that the Board of Supervisors so appoint Tom Stewart. Supervisor Fesko supports the Antelope Valley board's recommendation.

Recommendation:

Appoint Tom Stewart to the board of commissioners of the Antelope Valley Fire Protection District. His term will expire on November 30, 2018.

Fiscal Impact:

None.



1 to the office who is qualified on the date when the election would have been held. The  
2 person appointed shall qualify and take office and serve exactly as if elected at a general  
3 district election for the office, and;

4 **WHEREAS**, state law does not set forth any particular process for the Board to utilize  
5 in identifying qualified persons whom the Board may consider for such appointment; and

6 **WHEREAS**, the Board finds it would be beneficial for all interested parties to have a  
7 pre-established and known process by which the Board will solicit names to consider for such  
8 appointments.

9 **NOW THEREFORE BE IT RESOLVED** by the Mono County Board of Supervisors that  
10 the following process shall be utilized to solicit names of qualified persons whom the Board  
11 may consider for appointment to a special district elective office whenever such an  
12 appointment is required by California Elections Code section 10515:

- 13 1. After the close of the filing period for candidates to be elected to special district  
14 offices, if it appears to the County elections official that an appointment to such an  
15 office by the Board of Supervisors will be required by California Elections Code  
16 §10515 with respect to a special district, then County elections official will so notify the  
17 secretary of that district. The notice shall also invite the district to provide the County  
18 elections official with the name or names of any qualified persons recommended by  
19 the district for such appointment by the Board of Supervisors, within 30 days from the  
20 date the notice is sent.  
21  
22
- 23 2. If the County elections official does not timely receive any such recommendation from  
24 the district, then the County elections official will place an announcement in the  
25 newspaper to advertise the open seat(s) on the board of the special district and call  
26 for letters of interest to be sent to the elections official by a given deadline.  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

3. In addition, members of the Board of Supervisors may make recommendations of qualified persons for the entire Board to consider for such appointments.

4. The persons whose names were obtained through the above process shall then be duly considered by the Board of Supervisors for appointment pursuant to Elections Code section 10515. (NOTE: Pursuant to Elections Code §10507, the term of office for a special district office holder is four years or until his or her successor qualifies and take office. Thus, in a situation where the Board of Supervisors is required to appoint an office holder pursuant to Elections Code section 10515 but does not do so before the end of the incumbent office holder's regular four-year term, the incumbent's term may continue beyond four years, until the person appointed by the Board is qualified and takes office. The person so appointed by the Board may or may not be the incumbent office holder; in no event does an incumbent's term automatically renew for another four years.)

**APPROVED AND ADOPTED** this 11th day of September, 2012, by the following vote of the Board of Supervisors, County of Mono:

- AYES** : Supervisors Bauer, Hansen, Hunt and Johnston.
- NOES** : None.
- ABSENT** : Supervisor Hazard.
- ABSTAIN** : None.

  
 VIKKI BAUER, CHAIR  
 BOARD OF SUPERVISORS

ATTEST:  
  
 LYNDA ROBERTS  
 CLERK OF THE BOARD

APPROVED AS TO FORM:  
  
 MARSHALL RUDOLPH  
 COUNTY COUNSEL

***Antelope Valley Fire Protection District***  
***1166 Larson Lane)***  
***Coleville, CA 96107***  
***530-495-2900***

Dear Board of Supervisors,

The Antelope Valley Fire Protection District Board of Commissioners respectfully requests the appointment Tom Stewart to the position of Fire Commissioner for the Antelope Valley Fire Protection District to fill the vacancy created during the November elections when no one applied for this position. Mr. Stewart has agreed to stay on and has many years of experience on the board. This term will expire 12/31/2018.  
Thank you for your attention to this matter!

Antelope Valley Fire Commissioners:  
Dave Robbins - Chairperson  
Don Morris  
Bob Dunn  
Kathy Mandichak  
11/18/2014



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 9, 2014

**Departments: Community Development**

**TIME REQUIRED**

**SUBJECT** Housing Mitigation Ordinance  
Suspension

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Proposed ordinance amending section 15.40.170 of the Mono County Code, pertaining to a temporary suspension of all housing mitigation requirements. Said ordinance would continue an existing suspension of housing mitigation requirements until July 15, 2016.

---

### RECOMMENDED ACTION:

Adopt Ordinance Ord14-\_\_\_, an ordinance of the Mono County Board of Supervisors amending section 15.40.170 of the Mono County Code, pertaining to a temporary suspension of all housing mitigation requirements.

---

### FISCAL IMPACT:

Loss of fee revenue estimated at \$5,000 for 2015 and an unknown amount for 2016.

---

**CONTACT NAME:** Brent Calloway

**PHONE/EMAIL:** (760) 924-1809 / bcalloway@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

- [HMO staff report](#)
  - [ordinance suspending housing mitigation requirements](#)
-

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
12/3/2014 6:47 PM	County Administrative Office	Yes
12/3/2014 5:19 PM	County Counsel	Yes
12/3/2014 5:23 PM	Finance	Yes

**County Counsel**  
Marshall Rudolph

**Assistant County Counsel**  
Stacey Simon

**Deputy County Counsels**  
John-Carl Vallejo  
Christian Milovich

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*  
South County Offices  
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

**Telephone**  
760-924-1700  
**Facsimile**  
760-924-1701

**Legal Assistant**  
Jennifer Senior

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: December 9, 2014

RE: Ordinance extending a temporary suspension of housing mitigation requirements

**Recommendation:**

Adopt proposed ordinance amending section 15.40.170 of the Mono County Code, pertaining to a temporary suspension of all housing mitigation requirements.

**Fiscal/Mandates Impact:**

Loss of mitigation fee revenue estimated at \$5,000 for 2015 and in an unknown amount for 2016.

**Discussion:**

The Board recently reviewed and ultimately decided to extend the current suspension of housing mitigation requirements, which would otherwise expire on July 15, 2015, for an additional eighteen (18) months. The proposed ordinance would effectuate that extension. The ordinance was introduced at the Board's last meeting and is now ready for adoption. It would then take effect 30 days later.

Please contact me with any questions or comments.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ORDINANCE NO. ORD14-\_\_

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS AMENDING SECTION 15.40.170 OF THE MONO COUNTY CODE, PERTAINING TO A TEMPORARY SUSPENSION OF ALL HOUSING MITIGATION REQUIREMENTS**

**WHEREAS**, the County previously enacted a temporary suspension of certain housing mitigation requirements on development projects, as codified in Chapter 15.40 of the Mono County Code, which will expire on January 15, 2015, if not extended; and

**WHEREAS**, the Board wishes to continue that suspension for an additional eighteen (18) months;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS** as follows:

**SECTION ONE:** Section 15.40.170 of the Mono County Code is hereby amended to read as follows:

**"15.40.170 Temporary suspension of requirements.**

All housing mitigation requirements set forth in Chapter 15.40 shall be suspended in their entirety, and be of no force or effect, during the period from July 15, 2011, through July 15, 2016."

**SECTION TWO:** This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance or a summary thereof in the manner prescribed by Government Code section 25124 no later than 15 days after the date of this ordinance's adoption and final passage. If the Clerk fails to so publish this ordinance or a summary thereof within said 15 day-period, then the ordinance shall not take effect until 30 days after the date of publication.

**PASSED, APPROVED and ADOPTED** this\_\_day of\_\_\_\_\_, 2014, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
LARRY K. JOHNSTON, Chairman  
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 9, 2014

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** SCE Application for Approval

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Correspondence from Southern California Edison dated November 20, 2014 regarding its Application for Approval of its Energy Savings Assistance (ESA) and California Alternate Rates for Energy (CARE) Programs and Budgets for 2015-2017, A.14-10-007.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:** Shannon Kendall

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

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

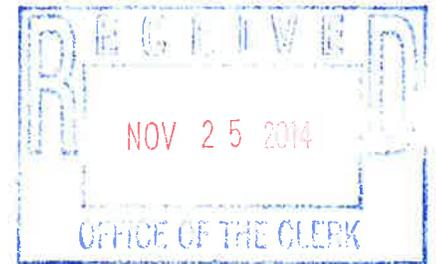
Click to download

[SCE Corresp](#)

### History

Time	Who	Approval
12/1/2014 3:08 PM	Clerk of the Board	Yes

November 20, 2014



Re: Southern California Edison Company's Application for Approval of its Energy Savings Assistance (ESA) and California Alternate Rates for Energy (CARE) Programs and Budgets for 2015-2017, A.14-10-007

To Whom It May Concern:

Pursuant to California Public Utilities Commission (CPUC) Rule 3.2(b), Southern California Edison Company (SCE) is providing notice that on November 18, 2014, SCE filed an application with the CPUC for approval of its Energy Savings Assistance (ESA) and California Alternate Rates for Energy (CARE) Programs and Budgets for 2015-2017.

The filing is described in general terms in the enclosed notice that will also be published in a newspaper of general circulation in every county within SCE's service territory, as well as included as a bill notice provided to every SCE customer. To obtain more detailed information, you may view and/or download a copy of SCE's filing and supporting testimony on our website, <http://www.sce.com/applications> (type "A.14-11-007" into the Search box, and click "Go"). You may also request a printed copy of these documents from SCE at the address listed in the enclosed notice.

Sincerely,

*/s/ Larry R. Cope*

Larry R. Cope

Enclosure

Los usuarios con acceso al Internet podrán leer y descargar esta notificación en español en el sitio Web de SCE [www.sce.com/avisos](http://www.sce.com/avisos) o escriba a:

Southern California Edison Company  
P.O. Box 800  
2244 Walnut Grove Avenue Rosemead, CA 91770  
Atención: Comunicaciones Corporativas

## **SOUTHERN CALIFORNIA EDISON COMPANY (SCE)**

### **NOTICE TO CHANGE YOUR RATES FOR LOW-INCOME PROGRAMS FOR YEARS 2015-2017**

**APPLICATION (A.) 14-11-007**

### **PROPOSAL AFFECTING ELECTRIC RATES**

On November 18, 2014, Southern California Edison Company (SCE) proposed to the California Public Utilities Commission (CPUC) approval of its Energy Savings Assistance (ESA) and California Alternate Rates for Energy (CARE) programs for 2015 – 2017 and budgets for 2016-2017 (In August 2014, the CPUC approved the 2015 budget). SCE seeks budget funding approval of \$70.56 million for 2016 and \$70.76 million for 2017. These programs provide qualified low-income customers with discounts on their energy bills and free or low cost appliances and other devices to help lower their energy use.

If this application is approved, SCE will collect \$228.496 million in electric revenues for low income programs over the 2015-2017 period. SCE's request in this application is a \$12.563 million net decrease over the amount authorized by the CPUC for these programs for the 2012-2014 program cycle (see CPUC Decision D.12-08-044, as modified by D.14-08-030), which is an average net decrease of \$4.188 million per year. If the CPUC approves the total requested amount for program years 2015-2017, it will result in an estimated **0.03% system average rate decrease relative to current rates.**

The following table compares SCE's current average rates, by customer group, to an estimate of proposed average rates if SCE's revenue requirement and revenue allocation proposals in this Application are approved by the Commission:

## Customer Group Revenue Impact

### *SCE's Application for ESA & CARE Programs & Budgets for 2015-2017*

Customer Group	System			Bundled	
	Current Revenues (\$000)	ESA and CARE Change (\$000)	% Change	Current Rates (\$/kWh)	2015 ESA and CARE Rates (\$/kWh)
Residential	5,113,741	-1,665	-0.03%	17.60	17.60
Lighting - Small and Medium Power	4,785,194	-1,500	-0.03%	18.31	18.31
Large Power	2,162,348	-763	-0.04%	13.03	13.03
Agricultural and Pumping	423,153	-122	-0.03%	14.73	14.73
Street and Area Lighting	137,433	-95	-0.07%	18.78	18.77
Standby	282,361	-42	-0.01%	10.98	10.98
<b>TOTAL</b>	<b>12,904,231</b>	<b>-4,188</b>	<b>-0.03%</b>	<b>16.66</b>	<b>16.65</b>

\*\* The actual changes in rates will be determined by the Commission.

### Background on low income programs

SCE offers a variety of programs and services to help income-qualified customers reduce their energy bills. The ESA Program helps low-income customers conserve energy and save money by providing free (or substantially discounted) appliances and installation of energy efficient refrigerators, air conditioners and more, as well as home efficiency solutions such as weatherization. More information on SCE's ESA Program can be found online at [www.sce.com/esap](http://www.sce.com/esap). The CARE Program helps ensure electricity is available at affordable rates to qualifying low income customers by providing at least a 30 percent discount on electricity bills. SCE also proposes to fund its Cool Center Program out of the CARE administration budget, consistent with the practices of San Diego Gas & Electric Company (SDG&E) and Pacific Gas and Electric Company (PG&E). More information on SCE's CARE Program can be found online at [www.sce.com/care](http://www.sce.com/care). More information on SCE's Cool Centers Program can be found online at [www.sce.com/coolcenters](http://www.sce.com/coolcenters).

### For Further Information From SCE

You may review a copy of this Application and related exhibits at SCE's corporate headquarters

(2244 Walnut Grove Avenue, Rosemead, CA 91770). You may also view these materials at the following SCE business offices:

1 Pebbly Beach Rd.  
Avalon, CA 90704

1820 Rimrock Rd.  
Barstow, CA 92311

374 Lagoon St.  
Bishop, CA 93514

505 W. 14th Ave.  
Blythe, CA 92225

3001 Chateau Rd.  
Mammoth Lakes, CA 93546

510 S. China Lake Blvd.  
Ridgecrest, CA 93555

26364 Pine Ave.  
Rimforest, CA 92378

41694 Dinkey Creek Rd.  
Shaver Lake, CA 93664

421 W. J St.  
Tehachapi, CA 93561

120 Woodland Dr.  
Wofford Heights, CA 93285

6999 Old Woman Springs Rd.  
Yucca Valley, CA 92284

Customers with Internet access may view and download SCE's application and the papers supporting it on SCE's website, [www.sce.com/applications](http://www.sce.com/applications) (type A.14-11-007 into the Search box and click "Go"). Anyone who would like to obtain more information about the application, please write to:

Southern California Edison Company  
SCE's 2015-2017 ESA & CARE Application (A.14-11-007)  
P.O. Box 800  
Rosemead, CA 91770  
Attention: Law Dept. – Case Admin.

### **CPUC PROCESS**

This Application will be assigned to an Administrative Law Judge (Judge) who will determine how to receive evidence and other related documents, necessary for the CPUC to establish a record upon which to base its decision. Evidentiary Hearings (EHs) may be held where parties of record will present their testimony and may be subject to cross-examination by other parties. These EHs are open to the public, but only those who are parties of record can participate.

After considering all proposals and evidence presented during the formal hearing process, the assigned Judge will issue a proposed decision which may adopt SCE's proposal, modify it or deny it. Any CPUC Commissioner may sponsor an alternate decision. The proposed decision, and any alternate decisions, will be discussed and voted upon at a scheduled CPUC Voting Meeting.

As a party of record, the Office of Ratepayer Advocates (ORA) reviewed this application. ORA is the independent consumer advocate within the CPUC with a legislative mandate to represent

investor-owned utility customers to obtain the lowest possible rate for service consistent with reliable and safe service levels. ORA has a multi-disciplinary staff with expertise in economics, finance, accounting and engineering. Other parties of record will also participate in the CPUC's proceeding to consider this application. For more information about ORA, please call (415) 703-1584, e-mail [ora@cpuc.ca.gov](mailto:ora@cpuc.ca.gov) or visit ORA's website at <http://ora.ca.gov/default.aspx>.

### **STAY INFORMED**

If you would like to follow this proceeding, or any other issue before the CPUC, you may use the CPUC's free subscription service. Sign up at: <http://subscribe.puc.ca.gov/>.

If you would like to learn how you can participate in the proceeding, or if you have informal comments or questions about the CPUC processes, you may access the CPUC's PAO webpage at [www.cpuc.ca.gov/puc](http://www.cpuc.ca.gov/puc) and click on "Public Advisor" from the CPUC Information Menu. You may also contact the PAO as follows:

Write: CPUC Public Advisor's Office, Room 2103  
505 Van Ness Avenue  
San Francisco, CA 94102

Email: [public.advisor@cpuc.ca.gov](mailto:public.advisor@cpuc.ca.gov)

Phone: 1-866-849-8390 (toll-free) or 1-415-703-2074  
TTY 1-866-836-7825 (toll-free) or 1-415-703-5282



# Incorporated Cities and Counties Served by SCE

## COUNTIES

Fresno	Kern	Madera	Riverside	Tuolumne
Imperial	Kings	Mono	San Bernardino	Tulare
Inyo	Los Angeles	Orange	Santa Barbara	Ventura

## CITIES

Adelanto	Commerce	Hesperia	Los Alamitos	Port Hueneme	Simi Valley
Agoura Hills	Compton	Hidden Hills	Lynwood	Porterville	South El Monte
Alhambra	Corona	Highland	Malibu	Rancho Cucamonga	South Gate
Aliso Viejo	Costa Mesa	Huntington Beach	Mammoth Lakes	Rancho Mirage	South Pasadena
Apple Valley	Covina	Huntington Park	Manhattan Beach	Rancho Palos Verdes	Stanton
Arcadia	Cudahy	Indian Wells	Maywood	Rancho Santa Margarita	Tehachapi
Artesia	Culver City	Industry	McFarland	Redlands	Temecula
Avalon	Cypress	Inglewood	Menifee	Redondo Beach	Temple City
Baldwin Park	Delano	Irvine	Mission Viejo	Rialto	Thousand Oaks
Barstow	Desert Hot Springs	Irwindale	Monrovia	Ridgecrest	Torrance
Beaumont	Diamond Bar	Jurupa Valley	Montclair	Rolling Hills	Tulare
Bell	Downey	La Canada Flintridge	Montebello	Rolling Hills Estates	Tustin
Bell Gardens	Duarte	La Habra	Monterey Park	Rosemead	Twentynine Palms
Bellflower	Eastvale	La Habra Heights	Moorpark	San Bernardino	Upland
Beverly Hills	El Monte	La Mirada	Moreno Valley	San Gabriel	Valencia
Big Bear Lake	El Segundo	La Palma	Murrieta	San Jacinto	Victorville
Bishop	Exeter	La Puente	Newport Beach	San Marino	Villa Park
Blythe	Farmersville	La Verne	Norco	Santa Ana	Visalia
Bradbury	Fillmore	Laguna Beach	Norwalk	Santa Barbara	Walnut
Brea	Fontana	Laguna Hills	Ojai	Santa Clarita	West Covina
Buena Park	Fountain Valley	Laguna Niguel	Ontario	Santa Fe Springs	West Hollywood
Calabasas	Fullerton	Laguna Woods	Orange	Sierra Madre	Westlake Village
California City	Garden Grove	Lake Elsinore	Oxnard	Signal Hill	Westminster
Calimesa	Gardena	Lake Forest	Palm Desert		Whittier
Camarillo	Glendora	Lakewood	Palm Springs		Wildomar
Canyon Lake	Goleta	Lancaster	Palmdale		Woodlake (Three Rivers)
Carpinteria	Grand Terrace	Lawndale	Palos Verdes		Yorba Linda
Carson	Hanford	Lindsay	Paramount		Yucaipa
Cathedral City	Hawaiian Gardens	Loma Linda	Perris		Yucca Valley
Cerritos	Hawthorne	Lomita	Pico Rivera		
Chino	Hemet	Long Beach	Placentia		
Chino Hills	Hermosa Beach		Pomona		
Claremont					



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 9, 2014

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** State Water Resources Control Board

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Fiscal Year 2013-2014 Local Primary Agency (LPA) Evaluation sent to Louis Molina, Director of Environmental Health.  
Informational only.

---

### RECOMMENDED ACTION:

---

### FISCAL IMPACT:

---

**CONTACT NAME:** Shannon Kendall

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

---

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

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[LPA Evaluation Corresp](#)

---

### History

Time	Who	Approval
11/17/2014 8:36 AM	Clerk of the Board	Yes



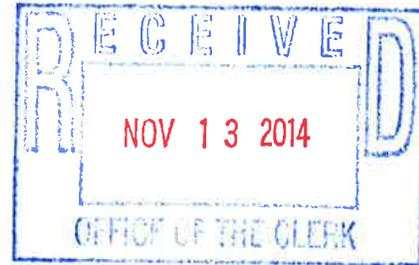
EDMUNO G. BROWN JR.  
GOVERNOR

MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

**State Water Resources Control Board**  
Division of Drinking Water

November 10, 2014

Mono County Environmental Health Department  
Mr. Louis Molina, Director of Environmental Health  
437 Old Mammoth Road #Q, P.O. Box 3329  
Mammoth Lakes, CA 93546



Dear Mr. Molina:

**FISCAL YEAR 2013-14 LOCAL PRIMACY AGENCY (LPA) EVALUATION**

On August 18, 2014, the State Water Resources Control Board-Division of Drinking Water (Division) representatives conducted an annual evaluation for fiscal year (FY) 2013-2014 of the Local Primacy Agency (LPA) program for Mono County. The representatives conducting the evaluation were Sean McCarthy, San Bernardino District Engineer and Wendy Killou, Senior Environmental Scientist. Representing the LPA were Louis Molina, Director of Environmental Health and Jon Drozd, REHS. The evaluation and report are mandated by California Health and Safety Code (CHSC) Section 116330(d). The purpose of the evaluation is to determine the program's status with respect to the objectives set forth in the Mono County LPA Work Plan for FY 2013-2014 and compliance with the requirements set forth in the LPA Delegation Agreement. This report summarizes the findings, directives, and recommendation of the San Bernardino District, Southern Drinking Water Field Operations Branch as it relates to LPA program elements as set forth in California Code of Regulations (CCR) Title 22, Sections 64253 through 64260.

The Division finds that Mono County is in compliance with all requirements of the current LPA Delegation Agreement. In addition, the LPA has not substantially met the program objectives that were outlined in the approved FY 2013-2014 work plan and the LPA Program requirements set forth in CCR Title 22, Sections 64253 through 64260, due to the LPA not submitting a workplan for this FY.

The findings of this evaluation are detailed in the enclosed Attachment A. Upon completion of the evaluation, Division representatives finds the items listed below are required to be addressed by Mono County LPA program. Please submit a written response demonstrating willingness to comply with the items below by **December 1, 2014**.

FELICIA MARCUS, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR

464 W. 4th Street, #437, San Bernardino, CA 92401 | [www.waterboards.ca.gov](http://www.waterboards.ca.gov)

**DIRECTIVES**

The following items require attention:

1. By **February 1, 2015**, the LPA shall establish and maintain an individual file for each small water system which includes the following information:
  - Current water supply permit and technical report.
  - Permit applications, permit technical reports, and all technical reports supporting the water supply permits for a minimum of 10 years.
  - Current plans and specifications pertaining to source information, treatment information, storage facilities, distribution plans, water quality plans, total coliform sample siting plans, and emergency plans.
  - Copies of bacteriological water quality analyses for a minimum of 5 years.
  - Copies of water quality monitoring data for a minimum of 10 years.
  - Correspondence, memoranda, and other written records pertaining to the water system issued or written within the past 3 years.
  - Copies of all compliance orders, citations, court actions, and other enforcement documentation issued.
2. By **January 10, 2015**, the County shall report Lead and Copper Rule (LCR) monitoring data to the Division quarterly. The County may utilize the Division's LCR database for tracking compliance with monitoring action level exceedances and routine lead and copper monitoring and reporting sampling from all community and non-transient non-community water systems. The County may contact Jim Stites of the Division-SDWIS Unit to obtain a copy of the database and training on data entry and running the compliance determination reports.
3. By **December 1, 2014**, the LPA shall identify water systems that exceed a primary drinking water standard. (i.e. nitrate and arsenic MCLs) and have failed to monitor and report the required source sampling at the frequency as stated in the compliance orders (i.e. quarterly). Water systems in violation of the monitoring and reporting requirements shall be issued an enforcement action that is determined appropriate by the District Engineer and then entered into the database of record (EnvisionConnect) on a quarterly basis. The Division recommends that quarterly monitoring and reporting be tracked by a spreadsheet to assist with compliance determination of monitoring and reporting violations. The LPA shall ensure that all new water systems and all water systems undergoing a change in ownership meet the applicable Technical, Managerial, and Financial (TMF) capacity requirements by evaluating the TMF capacity of those water systems during the permitting process to ensure that the systems can, at all times, provide water that meets drinking water standards to the public.
4. Beginning **December 1, 2014**, the LPA shall begin issuing addressing formal enforcement actions (i.e. compliance orders and citations) for all MCL failures,

including TCR MCLs. The Department will provide the LPA example enforcement actions for their reference.

5. Beginning **December 1, 2014**, the LPA shall require groundwater systems that provide treatment to submit monthly operation reports. The LPA shall review and track the operation reports to ensure that the treatment the water system is providing drinking water that meets all primary and secondary drinking water standards.
6. By **March 1, 2015**, the LPA shall require all water systems that have Bacteriological Sample Siting Plans (BSSPs) that are greater than 10 years old and/or does not meet the GWR requirements to create or update their BSSPs.

### **RECOMMENDATIONS**

The following items are recommended:

1. The Division recommends that the LPA request a WQ Monitoring Report from the San Bernardino District Engineer or the Division's Primacy Liaison Unit prior to conducting a sanitary survey to ensure that a water system is requesting that their registered environmental health lab is successfully transmitting the water quality data electronically to the Division as stated in CCR Title 22, Section 64469 (c).
2. Continue to provide copies of all enforcement actions, permits and accompanying technical reports and TMF staff evaluations should continue to be forwarded to the San Bernardino District Field Office.
3. Strive to complete 100% of projected issuance of water supply permits as stated in the FY 2014-2015 work plan.
4. Strive to complete 100% of projected sanitary surveys as stated in the FY 2014-2015 work plan.
5. Continue to track and follow-up with water systems sanitary survey deficiencies to ensure that they are corrected in a timely manner based on their priority to correct.
6. Continue to work with Primacy Liaison Unit staff to get source class codes into the Division's database of record.
7. Continue to update the water quality monitoring and reporting requirements notices to include the following: contaminant name, storet code, frequency of sampling, and any other sampling and reporting requirements applicable to a water system. Provide the updated notices on an annual basis, for example sent with the annual permit bills, or when the LPA conducts a sanitary survey at a minimum frequency of three (3) years for community water systems and five (5) years for non-community water system.
8. The LPA should improve the way they track certified operator information for all water systems and provide this information in a centralized location (i.e. spreadsheet).

**ACCOMPLISHMENTS**

The following items were accomplishments that occurred during the FY:

1. The LPA made notable progress and accomplishments to meet the deficiencies that were noted in last year's evaluation.

The Division looks forward to our continued partnership as we share the oversight of small public water systems in Mono County.

If you have any questions regarding this letter, please contact Sean McCarthy at (909) 388-2602 or Wendy Killou-Primacy Liaison Unit at 916-449-5158.

Sincerely,



Sean F. McCarthy, P.E.  
District Engineer  
San Bernardino District  
Southern California Field Operations Branch

Cc: Mono County Board of Supervisors  
P.O. Box 715, Bridgeport, CA 93517

Wendy Killou, SWRCB-DDW-Primacy Liaison Unit (via email)

## ATTACHMENT A

### LOCAL PRIMACY AGENCY ANNUAL EVALUATION FORM

FOR FISCAL YEAR 2013-2014

(July 1, 2013 – June 30, 2014)

COUNTY OF MONO

#### INTRODUCTION

In order to comply with Health and Safety Code (CHSC) Section 116330(d) the State Water Resources Control Board–Division of Drinking Water (Division) is required to evaluate a Local Primacy Agency (LPA) annually to ensure that the LPA is complying with the requirements of the Local Primacy Delegation Agreement (LPDA), California Code of Regulations (CCR), California Health and Safety Codes (HSC), and has achieved the workplan goals for Fiscal Year (FY) 2013-2014. In order to fulfill the annual evaluation requirement, we are requesting the LPA complete this form to assist the Division in evaluating whether or not the LPA is in compliance with the requirements of the LPDA and has met the workplan goals.

Please complete this form for the period from July 1, 2013 – June 30, 2014 and email or mail it back to your District field office prior to the annual evaluation meeting.

#### EVALUATION

##### 1. Previous Year's Evaluation Directives -

Check the directives- that have been completed or resolved.

- By March 1, 2014, the LPA shall begin issuing new water supply permits to PWSs that have permits that are greater than ten (10) years old or whenever the original permit does not adequately describe the current system. The LPA will need to incorporate the CDPH Permit Policies and Procedures Manual in the development and issuance of water supply permits. Section 116525 (c) of the CHSC grants the LPA authority to renew, reissue, revise, or amend any domestic water supply permit whenever the LPA deems it to be necessary for the protection of public health, whether or not an application has been filed.
- By June 1, 2014, the LPA shall issue a new water supply permit for BLM-Crowley Lake water system (PWS# 2600595), including all of the required

documents listed in #2 and enter all of the required inventory information in the LPA's database of record (EnvisionConnect).

- By May 1, 2014, the LPA shall create and maintain a spreadsheet for tracking previously and newly issued water supply permits for active water systems. This spreadsheet shall be in a location where it is accessible to all staff members.
- By May 1, 2014, the LPA shall enter newly issued water supply permits into the LPA's database of record (EnvisionConnect) and electronically transmit the data as required by the Department.
- By March 1, 2014, the LPA shall begin conducting sanitary surveys that address the eight minimum elements to ensure that a water system has the ability to produce and distribute safe and reliable drinking water. The sanitary survey report should clearly identify any deficiencies with an associated deadline for submittal. Sanitary survey examples can be requested from the District Engineer.
- By April 1, 2014, the LPA shall begin to enter all sanitary surveys and non-routine inspections in the LPA's database of record (EnvisionConnect). Any water system deficiency noted during the inspection/sanitary survey will need to be addressed in a timely manner. If the water system fails to correct the deficiency, enforcement action shall be issued and associated to an applicable violation.
- Beginning immediately, the LPA shall cease the practice of conducting phone calls as the sole form of enforcement on a water system for violating the California Safe Drinking Water Act. When the LPA identifies that a water system in violation of any section of the Health and Safety Codes and/or California Code of Regulations, the LPA shall issue the appropriate formal enforcement action or as directed by the District Engineer.
- By August 1, 2014, the LPA shall verify that all water systems using surface water or groundwater under the direct influence of surface water (GWUDI) sources are in compliance with the filtration and disinfection requirements of the Surface Water Treatment Rule (SWTR) on a monthly basis. The LPA shall verify that all water systems using surface water or GWUDI sources are recording filtration and disinfection compliance data

every day that the plant is in operation. Monthly reports of the filtration and disinfection compliance data must be state formatted and submitted to the LPA. The LPA must review, track, and follow-up on monthly SWTR reports to determine compliance with filtration and disinfection requirements and issue addressing enforcement actions for noncompliance of the SWTR. The LPA stated that Mono Village Rest./Store (2600529) is currently not submitting state formatted reports.

- By August 1, 2014, the LPA shall verify that all systems using surface water or GWUDI sources are reporting daily CT values on their monthly reports. A CT calculator can be obtained from the CDPH San Bernardino District Office upon request.
- By May 1, 2014, the LPA shall enter all violations and enforcement actions issued for FY 2012-2013, FY 2013-2014, and electronically report the data to the Department. The violation and enforcement action guides that have been previously been provided to the LPA needs to be referenced to ensure that the data is accurately entered their database of record (EnvisionConnect).
- By May 1, 2014, the LPA shall identify water systems that exceed a primary drinking water standard. (i.e. nitrate and arsenic MCLs). Water systems in violation are required to be evaluated and a violation entered (if MCL is noted) into the database of record (EnvisionConnect) on a quarterly basis. CDPH recommends that quarterly running annual average or monitoring average results are tracked by spreadsheet to assist with compliance determination of MCL and monitoring and reporting violations. During this evaluation, the LPA identified that Sierra East MHP (PWS# 2600622) was out-of-compliance for the arsenic MCL and a violation for the quarters that the water system was in violation of the MCL based on a running annual average (RAA) subsequent to the issuance of the compliance letter needs to be entered into EnvisionConnect.
- By October 1 2014, the LPA shall require all community and non-transient non-community water systems to submit a Consumer Confidence Report (CCR) verification form to the County. These forms are located on the Department's website and are due no later than October 1, annually. It is required that the LPA review the CCRs for completeness and accuracy. The Department recommends that the LPA utilize a tracking spreadsheet

to verify that all of the required water systems have complied with the annual CCR reporting requirement.

- Beginning July 1, 2014, the LPA shall electronically report all required data elements as specified in CCR Title 22, Section 64257 at a frequency specified by the Department.
- By February 1, 2015, the LPA shall establish and maintain an individual file for each small water system which includes the following information:
  - Current water supply permit and technical report.
  - Permit applications, permit technical reports, and all technical reports supporting the water supply permits for a minimum of 10 years.
  - Current plans and specifications pertaining to source information, treatment information, storage facilities, distribution plans, water quality plans, total coliform sample siting plans, and emergency plans.
  - Copies of bacteriological water quality analyses for a minimum of 5 years.
  - Copies of water quality monitoring data for a minimum of 10 years.
  - Correspondence, memoranda, and other written records pertaining to the water system issued or written within the past 3 years.
  - Copies of all compliance orders, citations, court actions, and other enforcement documentation issued.
- By [insert date], the County shall report Lead and Copper Rule (LCR) monitoring data to CDPH quarterly. The County may utilize the CDPH LCR database for tracking compliance with monitoring action level exceedances and routine lead and copper monitoring and reporting sampling from all community and non-transient non-community water systems. The County may contact Jim Stites of the CDPH-SDWIS Unit to obtain a copy of the database and training on data entry and running the compliance determination reports.
- By April 1, 2014, the LPA shall issue letters to community and non-transient non-community about the requirement to complete and submit

2013 electronic annual reports (eARs) submitted to CDPH via the DRINC website. The LPA is required to review and approve all eARs submitted to the Department via their DRINC account.

- By May 1, 2014, the LPA shall require all public water system to update their Emergency Notification Plan using the state formatted form. Each ENP should be reviewed by LPA staff and retained in the PWS's file. Each ENP should be updated annually and may be required to be updated with the annual operating permit fees. The Department recommends that the LPA create and maintain a spreadsheet for tracking emergency notification plans (ENPs) submitted by each PWS in a location where it is accessible to all staff.

## 2. Previous Year's Evaluation Recommendations -

Check the recommendations- that have been completed or resolved.

- All PWSs being issued new water supply permits shall receive a CDPH formatted water supply permit, a CDPH formatted water supply permit certificate, a CDPH approved technical report that documents the water systems' water works, operation and maintenance procedures, management practices, water quality monitoring requirement waivers granted, sanitary appraisal, and enforceable permit provisions, and any other applicable attachments
- CDPH recommends the following prioritization scheme when issuing new permits for PWSs:
  - i. Surface water systems (including groundwater under the direct influence of surface water)
  - ii. Water systems adding new facilities (wells, treatment, etc.)
  - iii. Water systems treating for a primary MCL violation (Nitrates are of the highest priority of MCL violations)
  - iv. Water systems that are changing ownership
- The LPA shall ensure that all new water systems and all water systems undergoing a change in ownership meet the applicable Technical, Managerial, and Financial (TMF) capacity requirements by evaluating the TMF capacity of those water systems during the permitting process to

ensure that the systems can, at all times, provide water that meets drinking water standards to the public.

- For any new construction project – new well or treatment plant, the LPA needs to confirm that CEQA has been completed before a water supply permit is issued. The State Clearinghouse number, date of circulation, and type of CEQA clearance should be identified in the permit.
- The Department recommends that the LPA request a WQ Monitoring Report from CDPH prior to conducting a sanitary survey to ensure that a water system is requesting that their registered environmental health lab is successfully transmitting the water quality data electronically to CDPH as stated in CCR Title 22, Section 64469 (c).
- Continue to provide copies of all enforcement actions, permits and accompanying technical reports and TMF staff evaluations should continue to be forwarded to the San Bernardino District Field Office.
- Strive to complete 100% of projected inspections/sanitary surveys as stated in the FY 2013-2014 work plan
- Continue to work with SWS Unit staff to get source class codes into the Department's database of record.

**3. Water Supply Permits (CCR, Title 22, Section 64254)**

Type of Permit Issued	Number of Permits Issued	Workplan Permit Goal
New Permit (Full)	0	Workplan was not submitted for FY 13-14
Amended Permit (Treatment or Change of Ownership)	0	
Updated/Renewed Permit (Full)	0	
<b>TOTAL PERMITS ISSUED</b>	<b>0</b>	

	Total
<b>Water Systems currently without a Water Supply Permit</b>	<b>0</b>

Refer to Appendix B-Table 1 for detailed water supply permit information.

- Did the LPA meet the workplan goal of permits to be issued for each type of permit listed above?  Yes  No  
 If no, please describe why. No workplan was submitted for FY 2013-2014. Is the LPA issuing water supply permits that are in the Division approved format, including the special operating provisions and a technical report in support of the permit?  Yes  No  
 If no, please describe why. Insert Description Here
- Did the LPA evaluate the technical, managerial, and financial (TMF) capacity by completing TMF assessments for new and change of ownership water supply permits that were issued?  Yes  No  
 If no, please describe why. Insert Description Here
- How does the LPA track their water supply permits?  Database  Spreadsheet  Other - Specify

**4. Water System Inventory (CCR, Title 22, Section 64255)**

Refer to Appendix B-Tables 2-6 for detailed inventory information.

- How does the LPA maintain their water system inventory?  
 Database  Spreadsheet  Other - Specify

**5. Surveillance - Sanitary Surveys (CCR, Title 22, Section 64255)**

Per the LPDA, this section will be evaluated based on the minimum requirement of conducting an on-site sanitary survey of each community water system every three (3) years and non-community water system every five (5) years, unless other specified frequency is stated in the annual workplan.

Type of Water System	Number of Sanitary Surveys Conducted	Workplan Goal Number
Community Water System	0	Workplan was not submitted for FY 13-14
Non-transient Non-community Water System	0	
Transient Non-Community Water System	7	
<b>TOTAL SANITARY SURVEYS CONDUCTED</b>	<b>7</b>	

Refer to Appendix B-Table 7 and 8 for detailed sanitary survey information.

- How does the LPA track sanitary surveys conducted?  Database  Spreadsheet  Other - Specify
- Did the LPA review the water system water supply permit and files prior to conducting each sanitary survey?  Yes  No  
If no, please describe why. Insert Description Here
- Did the LPA evaluate the water system's ability to produce and distribute safe and reliable drinking water by looking at the required eight (8) elements when conducting the sanitary survey?  Yes  No  
If no, please describe why. Insert Description Here
- If water system deficiencies were found during the sanitary survey, did the LPA outline a corrective action schedule and provide it to the water system within 60 days of the completion of the sanitary survey?  Yes  No  
If no, please describe why. Insert Description Here
- Did the LPA provide the water system with a complete sanitary survey report within 90 days of the completion of the sanitary survey?  Yes  No  
If no, please describe why. Insert Description Here
- Did the LPA follow-up with the corrective action plan schedule to ensure that the water system complied with the noted deficiencies?  Yes  No  
If no, please describe why. Insert Description Here
- If the deficiencies were not met in a timely manner, was an enforcement action issued to the water system?  Yes  No  
If no, please describe why. Just began tracking this by spreadsheet in summer of 2014.

**6. Sampling and Monitoring (CCR, Title 22, Section 64256)**

Refer to Appendix B, Table 9 for detailed information on enforcement actions issued for monitoring and reporting violations.

- Does the LPA provide, in writing, the water quality monitoring and reporting requirements to their water systems at a minimum frequency of three (3) years for community water systems and five (5) years for non-community water systems?  Yes  No  
If no, please describe why. In process of providing this to water systems.
- Does the notice referred to above, include the contaminant name, storet code, frequency of sampling, and any other sampling and reporting requirements applicable to a water system?  Yes  No  
If no, please describe why. Their water quality schedules may be outdated and needs to be updated.

- How does the LPA track chemical and radiological water quality monitoring and reporting compliance?  Database  Spreadsheet  Other - Specify
- At what frequency does the LPA review the chemical and radiological water quality analyses received?  Monthly  Quarterly  Annual  Other - Specify
- Does the LPA confirm that the water quality results were successfully submitted to the State's Water Quality Inquiry (WQI) database?  
 Yes  No  
If no, please describe why. Insert Description Here
- For surface water systems, does the LPA receive and track the monthly SWTR reports?  Yes  No  
If no, please describe why. Insert Description Here
- How does the LPA track compliance of the monthly SWTR reports?  
 Database  Spreadsheet  Other - Specify
- For groundwater systems that provide treatment, does the LPA require a monthly operations report be submitted and review and track the submission of the monthly operations reports?  Yes  No  
If no, please describe why. Have not required operational reports consistent with water quality sampling in the past.
- How does the LPA track compliance of the quarterly operations reports for treated groundwater systems?  Database  Spreadsheet  Other - Specify
- How does the LPA track bacteriological water quality monitoring and reporting compliance?  Database  Spreadsheet  Other - Specify
- At what frequency does the LPA review the bacteriological water quality analyses received?  Daily  Monthly  Other - Specify
- Does each public water system have a current and complete Bacteriological Sampling Plan (BSSP) on file?  Yes  No  
If no, please describe why. Working on updating files.
- If the public water system is a groundwater system, does the BSSP comply with the requirements of the Groundwater Rule (GWR)?  Yes  No  
If no, please describe why. Template needs to be updated to include the GWR.
- How does the LPA ensure that each water system has a BSSP on file that meets all regulatory requirements and is not more than 10 years old?  Database  Spreadsheet  Other –currently does not have a system in place
- Has the LPA issued any water quality monitoring waivers, exemptions, or variances outside of the Title 22 regulations?  Yes  No

If yes, has the LPA provided documentation to each water system file regarding the background on the waiver, exemption, or variance granted?

Yes  No If no, please describe why. Insert Description Here

- Has the LPA notified the district engineer of the waiver, exemption, or variance granted?  Yes  No \*The LPA will provide a copy of the letter or include the DE in the email that they provide to the water system. If no, please describe why. Insert Description Here

**7. Reporting (CCR, Title 22, Section 64257)**

Refer to Appendix B, Table 9 for detailed information on enforcement actions issued for the all violations.

- Does the LPA have a database of record that is capable of reporting all required data elements to the Division in the format designated by electronic submission requirements?  Yes  No  
 If no, please describe why. Insert Description Here  
 If yes, what type of database is the LPA currently using?  Decade Software-Envision Connect  SDWIS  Other - Specify
- Based on the data reporting requirements table below, is the LPA meeting or exceeding those requirements?  Yes  No  
 If no, please describe why. Insert Description Here

Report Type	Frequency
Violations	Monthly
Enforcement Actions	Monthly
Water Supply Permits	Quarterly
Sanitary Survey	Quarterly
Lead and Copper Rule Monitoring	Quarterly
Water System Inventory	Annual

- *Note: Currently, the LPAs have not been directed to do this.* Is the LPA submitting to the Division in a PDF format a copy of each citation, compliance order, and any court filings issued by the LPA?  Yes  No  
 If no, please describe why. See note.
- Did the LPA issue a written notice to all public water systems directing them to electronically submit to the Division an electronic annual report (eAR) no later than July 1<sup>st</sup>?  Yes  No  
 If no, please describe why. Insert Description Here
- Does the LPA review and, if adequate, accepts each eAR, which is filed with the Division?  Yes  No

If no, please describe why. Insert Description Here

- If the eAR is deficient in any manner, does the LPA notify the water system of the deficiency and direct them to correct and resubmit the eAR?

Yes  No

If no, please describe why. Insert Description Here

***SUBMIT THE LAST eAR LETTER SENT TO WATER SYSTEMS.***

- Does the LPA issue enforcement actions that meet the addressing/formal action criteria listed below?  Yes  No
  - The Action must describe the specific provision of statute or regulation that has been violated.
  - The Action must cite the applicable provision of statute or regulation.
  - The Action must describe specific actions to be performed by the water system to return to compliance (i.e. directives).
  - The Action must include a compliance schedule.
  - The Action must inform the water system that failure to comply with the Action is, in and of itself, an enforceable action (i.e. Civil Penalty Clause).

If no, please describe why. Insert Description Here

***SUBMIT AN EXAMPLE OF A MCL AND MONITORING & REPORTING ENFORCEMENT ACTION.***

- Does the LPA include the appropriate public notification directive with the enforcement actions issued?  Yes  No  
If no, please describe why. Insert Description Here
- Is the LPA following-up with directives stated in the enforcement actions issued?  Yes  No  
If no, please describe. Insert Description Here
- Does the LPA work with the DE and water systems to complete and submit universal pre-application?  Yes  No  
If no, please describe why. Insert Description Here

**8. Program Management (CCR, Title 22, Section 64259)**

- List the funding sources for the LPA program. Annual permit fees realignment fund through state funds.

Refer to Appendix B, Table 10 for detailed information on Small Water System Program fees.

- Based on the level of adequate staff stated in the workplan, was the LPA able to maintain an adequate staffing level?  Yes  No  
If no, please describe why. Insert Description Here
- Does the LPA have a time accounting system in place?  Yes  No  
If no, please describe why. Insert Description Here
- How does the LPA maintain the water system files?  
 Hardcopy  Electronically  Both  Other – starting eFile system
- For each water system, does the LPA maintain the following information:
  - Current water supply permit and technical report.  Yes  No
  - Permit applications, permit technical reports, and all technical reports supporting the water supply permits for a minimum of 10 years.  
 Yes  No
  - Current plans and specifications pertaining to source information, treatment information, storage facilities, distribution plans, water quality plans, total coliform sample siting plans, and emergency plans.  
 Yes  No
  - Copies of bacteriological water quality analyses for a minimum of 5 years.  Yes  No
  - Copies of water quality monitoring data for a minimum of 10 years.  
 Yes  No
  - Correspondence, memoranda, and other written records pertaining to the water system issued or written within the past 3 years.  
 Yes  No
  - Copies of all compliance orders, citations, court actions, and other enforcement documentation issued.  Yes  NoIf no, please describe why. Insert Description Here
- How does the LPA ensure that each water system, if applicable, has a certified operator?  Database  Spreadsheet  Other – in hardcopy file

**9. Workplans (CCR, Title 22, Section 64260)**

- Did the LPA submit a workplan for this FY?  Yes  No  
If no, please describe why. A draft workplan was submitted using an outdated format, and a final signed version was not received.

**DOCUMENTS THAT WILL BE REVIEWED IN A FILE REVIEW**

- a. Current water supply permit and technical report
- b. Most recent sanitary survey report

- c. Current water quality monitoring requirement notice
- d. Report detailing their last sample dates for the constituents that they are required to monitor and report for (i.e. database print-out, spreadsheet, etc.), including chemical, radiological, LCR
- e. Most recent CCR Report
- f. Current BSSP
- g. Emergency notification plan
- h. Water system operation plan
- i. For chlorinated water systems, the most recent DBP monitoring plan
- j. Any water quality monitoring waivers, exemptions, or variances issued
- k. Email/letter sent notifying the water system about the eAR requirement
- l. Enforcement action(s) that were issued for primary and secondary MCLs, monitoring and reporting, treatment technique, and state violations
- m. Public notices that were included with each above enforcement action
- n. For surface water systems, the most recent SWTR monthly monitoring report and CT report
- o. For conventional surface water systems, the most recent quarterly TOC report

Completed By:

Wendy Killou

Wendy Killou

Senior Environmental Scientist

11/6/2014

Date

Reviewed By:

Sean F. McCarthy

Sean McCarthy

Senior Sanitary Engineer

11/10/14

Date

**LOCAL PRIMACY AGENCY ANNUAL EVALUATION DATA TABLES  
FOR FISCAL YEAR 2013-2014  
July 1, 2013 -- June 30, 2014  
COUNTY OF MONO**

**TABLE 1: PERMITS ISSUED**

PWS Number	System Name	PWS Classification *	Full Permit	10-Year Review	Amended Permit	Issue Date	Reason/Comment
	None issued for FY 2013-2014		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

\*C=Community P=Non-transient Non-community N=Transient Non-community

**TABLE 2: WATER SYSTEM INVENTORY**

	Community Water Systems	Non-Transient Non-Community Water Systems	Transient Non-Community Water Systems
Surface Water Systems			3
Ground Water Systems w/o Treatment for Primary Drinking Water Standard(s)	9	1	71
Ground Water Systems w/ Treatment for Primary Drinking Water Standard(s)		2	
Inactivated			2
Consolidated			
<b>TOTAL NUMBER OF WATER SYSTEMS</b>	<b>9</b>	<b>3</b>	<b>74</b>

**TABLE 3: WATER SYSTEM INVENTORY CHANGES**

Water System Type	FY 2013-14	FY 2012-13
Community	9	10
Non-transient Non-community	3	3
Transient Non-community	74	73
<b>Total</b>	<b>86</b>	<b>86</b>

PWS Number	System Name	Type of Change *	Comments
2600528	Camp Antelope	C	Community system reclassified as TNC

\* A=Added, R=Removed/Inactivated, or C=Classification Change

**TABLE 4: NON-PUBLIC WATER SYSTEM INVENTORY (For Information Use Only, Not Evaluated)**

Water System Type	Number of Water Systems
State Small	7
CalCode Exempted Facilities	4

**TABLE 5: INVENTORY OF SURFACE WATER SYSTEMS**

PWS Number	System Name	PWS Classification *	Filtration Method	In Violation SWTR (Yes/No)	Comments
2600530	CRYSTAL CRAG WATER & DEVELOP.	N	Slow sand	Yes	SURFACE WATER – stream, raw; monthly reporting satisfactory.
2600557	TIOGA PASS RESORT	N	Bag filter	Yes	GWUDI – well; monthly reporting satisfactory.
2600529	Mono Village Rest./Store	N	Direct Filtration	Yes	monthly reporting unsatisfactory; needs improvement.

\* C=Community, P=Non-transient Non-community, or N=Transient Non-community

**TABLE 6: INVENTORY OF WATER SYSTEMS TREATING FOR EXCEEDING MCL, ACTION LEVEL, OR NOTIFICATION LEVEL**

PWS Number	System Name	PWS Classification*	MCL/AL/NL Exceeding	Treatment Type Provided	Comments
2600570	Coleville High School	NTNC	Arsenic	Ion Exchange	
2600568	Edna Beman School	NTNC	Arsenic/Uranium	Ion Exchange	

\*C=Community, P=Non-transient Non-community, or N=Transient Non-community

**TABLE 7: SURVEILLANCE ACTIVITIES – SANITARY SURVEYS**

Community Water Systems using Groundwater						
PWS Number	System Name	Date of Previous Sanitary Survey	Date of Sanitary Survey Completed	Meets the Minimum Performance Requirements? (Y/N)	Scheduled	Unscheduled
None conducted for FY 2013-2014					<input type="checkbox"/>	<input type="checkbox"/>

Community Water Systems using Surface Water or GWUDI						
PWS Number	System Name	Date of Previous Sanitary Survey	Date of Sanitary Survey Completed	Meets the Minimum Performance Requirements? (Y/N)	Scheduled	Unscheduled
None conducted for FY 2013-2014					<input type="checkbox"/>	<input type="checkbox"/>

Non-Community Water Systems using Groundwater						
PWS Number	System Name	Date of Previous Sanitary Survey	Date of Sanitary Survey Completed	Meets the Minimum Performance Requirements? (Y/N)	Scheduled	Unscheduled
2600502	Benton Station		6/10/14		<input type="checkbox"/>	<input type="checkbox"/>
2600661	Browns Owens River Camp		5/16/14		<input type="checkbox"/>	<input type="checkbox"/>
2600708	Crowley General Store		5/19/14		<input type="checkbox"/>	<input type="checkbox"/>
2600533	Mono Inn		5/29/14		<input type="checkbox"/>	<input type="checkbox"/>
2600605	Mountain View BBQ		5/22/14		<input type="checkbox"/>	<input type="checkbox"/>
2600658	Pokonobe Lodge		6/25/14		<input type="checkbox"/>	<input type="checkbox"/>
2600379	Pumice Campground		6/26/14		<input type="checkbox"/>	<input type="checkbox"/>

Non-Community Water Systems using Surface Water or GWUDI						
PWS Number	System Name	Date of Previous Sanitary Survey	Date of Sanitary Survey Completed	Meets the Minimum Performance Requirements? (Y/N)	Scheduled	Unscheduled
None	conducted for FY 2013-2014				<input type="checkbox"/>	<input type="checkbox"/>

\*Includes all eight required elements to be reviewed.

**TABLE 8: WATER SYSTEMS FOR WHICH A SANITARY SURVEY WAS REQUIRED BUT NOT COMPLETED**

PWS Number	System Name	Date of Previous Sanitary Survey	Reason Sanitary Survey Was Not Completed
	NONE		

\*Includes all eight required elements to be reviewed.

**TABLE 9: VIOLATIONS AND ENFORCEMENT ACTIONS**

PWS Number	System Name	PWS Classification <sup>1</sup>	Rule Type	Violation Type	Result (include units) (if applicable)	Begin Date	End Date	Enforcement Action Type <sup>2</sup>	Enforcement Action Issue Date
2600547	Crowley Lake MHP	C	<input type="checkbox"/> TCR <input type="checkbox"/> NO <sub>3</sub> <input type="checkbox"/> Arsenic <input type="checkbox"/> Other IOC <input type="checkbox"/> VOC/SOC <input type="checkbox"/> Radiological <input type="checkbox"/> LCR <input type="checkbox"/> DPBR <input type="checkbox"/> SWTR <input type="checkbox"/> CCR <input type="checkbox"/> Cert.Operator X Other: <b>Manganese</b>	<input checked="" type="checkbox"/> MCL <input type="checkbox"/> M&R <input type="checkbox"/> TT				<input type="checkbox"/> NOV <input type="checkbox"/> CIT <input checked="" type="checkbox"/> COM <input type="checkbox"/> OTHR=	3/6/14
2600528	Camp Antelope	C	<input checked="" type="checkbox"/> TCR <input type="checkbox"/> NO <sub>3</sub> <input type="checkbox"/> Arsenic <input type="checkbox"/> Other IOC <input type="checkbox"/> VOC/SOC <input type="checkbox"/> Radiological <input type="checkbox"/> LCR <input type="checkbox"/> DPBR <input type="checkbox"/> SWTR <input type="checkbox"/> CCR <input type="checkbox"/> Cert.Operator <input type="checkbox"/> Other:	<input type="checkbox"/> MCL <input checked="" type="checkbox"/> M&R <input type="checkbox"/> TT		7/1/13	7/31/13	<input checked="" type="checkbox"/> NOV <input type="checkbox"/> CIT <input type="checkbox"/> COM <input type="checkbox"/> OTHR=	8/12/13
2600563	Leavitt Meadows	TNC	<input checked="" type="checkbox"/> TCR <input type="checkbox"/> NO <sub>3</sub> <input type="checkbox"/> Arsenic <input type="checkbox"/> Other IOC <input type="checkbox"/> VOC/SOC <input type="checkbox"/> Radiological <input type="checkbox"/> LCR <input type="checkbox"/> DPBR <input type="checkbox"/> SWTR <input type="checkbox"/> CCR <input type="checkbox"/> Cert.Operator <input type="checkbox"/> Other:	<input checked="" type="checkbox"/> MCL <input type="checkbox"/> M&R <input type="checkbox"/> TT		6/1/13	6/30/13	<input checked="" type="checkbox"/> NOV <input type="checkbox"/> CIT <input type="checkbox"/> COM <input type="checkbox"/> OTHR=	7/15/13
2600545	Woods Lodge	TNC	<input checked="" type="checkbox"/> TCR <input type="checkbox"/> NO <sub>3</sub> <input type="checkbox"/> Arsenic <input type="checkbox"/> Other IOC <input type="checkbox"/> VOC/SOC <input type="checkbox"/> Radiological <input type="checkbox"/> LCR <input type="checkbox"/> DPBR <input type="checkbox"/> SWTR <input type="checkbox"/> CCR <input type="checkbox"/> Cert.Operator <input type="checkbox"/> Other:	<input checked="" type="checkbox"/> MCL <input type="checkbox"/> M&R <input type="checkbox"/> TT		8/1/13	8/31/13	<input checked="" type="checkbox"/> NOV <input type="checkbox"/> CIT <input type="checkbox"/> COM <input type="checkbox"/> OTHR=	9/16/13

PWS Number	System Name	PWS Classification <sup>1</sup>	Rule Type	Violation Type	Result (include units) (if applicable)	Begin Date	End Date	Enforcement Action Type <sup>2</sup>	Enforcement Action Issue Date
2600598	Tioga Lake Campground	TNC	X TCR <input type="checkbox"/> NO <sub>3</sub> <input type="checkbox"/> Arsenic <input type="checkbox"/> Other IOC <input type="checkbox"/> VOC/SOC <input type="checkbox"/> Radiological <input type="checkbox"/> LCR <input type="checkbox"/> DPBR <input type="checkbox"/> SWTR <input type="checkbox"/> CCR <input type="checkbox"/> Cert.Operator <input type="checkbox"/> Other:	X MCL <input type="checkbox"/> M&R <input type="checkbox"/> TT		7/1/13	7/31/13	X NOV <input type="checkbox"/> CIT <input type="checkbox"/> COM <input type="checkbox"/> OTHR=	8/17/13
2600564	Chris Flat Campground	TNC	X TCR <input type="checkbox"/> NO <sub>3</sub> <input type="checkbox"/> Arsenic <input type="checkbox"/> Other IOC <input type="checkbox"/> VOC/SOC <input type="checkbox"/> Radiological <input type="checkbox"/> LCR <input type="checkbox"/> DPBR <input type="checkbox"/> SWTR <input type="checkbox"/> CCR <input type="checkbox"/> Cert.Operator <input type="checkbox"/> Other:	X MCL <input type="checkbox"/> M&R <input type="checkbox"/> TT		7/1/13	7/31/13	X NOV <input type="checkbox"/> CIT <input type="checkbox"/> COM <input type="checkbox"/> OTHR=	8/11/13
2600567	Bootleg Campground	TNC	X TCR <input type="checkbox"/> NO <sub>3</sub> <input type="checkbox"/> Arsenic <input type="checkbox"/> Other IOC <input type="checkbox"/> VOC/SOC <input type="checkbox"/> Radiological <input type="checkbox"/> LCR <input type="checkbox"/> DPBR <input type="checkbox"/> SWTR <input type="checkbox"/> CCR <input type="checkbox"/> Cert.Operator <input type="checkbox"/> Other:	X MCL <input type="checkbox"/> M&R <input type="checkbox"/> TT		9/1/13	9/30/13	X NOV <input type="checkbox"/> CIT <input type="checkbox"/> COM <input type="checkbox"/> OTHR=	10/13/13

1-C=Community, P=Non-transient Non-community, or N=Transient Non-community

2-NOV=Notice of Violation, CIT=Citation, COM=Compliance Order, or OTHR=specify

1-C=Community, P=Non-transient Non-community, or N=Transient Non-community

2-NOV=Notice of Violation, CIT=Citation, COM=Compliance Order, or OTHR=specify

**TABLE 10: PROGRAM MANAGEMENT – COUNTY FEES FOR FY 2013-2014**

Fee Description	Current Fee
Community Water System, 15-24 SVC Connections	\$324.00
Community Water System, 25-99 SVC Connections	\$567.00
Community Water System, 100-199 SVC Connections	\$729.00
Transient Non-Community Water System	\$486.00
Non-Transient Non-Community Water System	\$486.00
Public Water System - install permit application	\$729.00
Public Water System – Change of Ownership	\$243.00
Public Water System – Permit Amendment	\$243.00
Annual Nitrate Testing	\$35.00
Water Carrier (domestic)	\$81.00



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**      December 9, 2014

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT**              California Fish and Game  
Correspondence

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Correspondence from California Department of Fish and Wildlife relating to draft environmental impact report on state-wide ban on lead ammunition for hunting purposes.

\*\*\*\*\*

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

None - informational only

**CONTACT NAME:** Shannon Kendall

**PHONE/EMAIL:** 760-932-5533 / skendall@mono.ca.gov

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download

[Fish and Wildlife Correspondence](#)

**History**

Time	Who	Approval
11/17/2014 8:36 AM	Clerk of the Board	Yes



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Director's Office  
1416 Ninth Street, 12<sup>th</sup> Floor  
Sacramento, CA 95814  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

EDMUND G. BROWN JR., Governor  
CHARLTON H. BONHAM, Director



October 31, 2014



To Whom It May Concern:

The California Department of Fish and Wildlife (CDFW) is preparing a draft environmental document to address potential impacts resulting from the implementation of the state-wide ban on lead ammunition for hunting purposes. CDFW has prepared the attached Initial Study (IS), detailed project description, and a preliminary analysis of the impacts identified in the IS. The comment period resulting from this Notice of Preparation (NOP) is from October 31 through December 1, 2014. Comments may be provided by email to Craig Stowers ([craig.stowers@wildlife.ca.gov](mailto:craig.stowers@wildlife.ca.gov)) or by letter to the following address:

Attn: Craig Stowers  
California Department of Fish and Wildlife  
1812 9th Street  
Sacramento, CA 95811

A public scoping meeting will also be held to solicit comments regarding what the document should address. This meeting is scheduled for November 14, 2014 from 1:00 - 3:00 pm at 1812 9th Street, Sacramento, CA.

**Notice of Preparation**

---

Notice of Preparation

To: All State Agencies  

---

---

---

(Address)

From: Eric Loft, Branch Chief  

---

CDFW - Wildlife Branch  

---

1812 9th St., Sacramento, CA 95811  

---

(Address)

**Subject: Notice of Preparation of a Draft Environmental Impact Report**

The California Fish and Game Commission will be the Lead Agency and will prepare an environmental impact report for the project identified below. We need to know the views of your agency as to the scope and content of the environmental information which is germane to your agency's statutory responsibilities in connection with the proposed project. Your agency will need to use the EIR prepared by our agency when considering your permit or other approval for the project.

The project description, location, and the potential environmental effects are contained in the attached materials. A copy of the Initial Study (  is  is not ) attached.

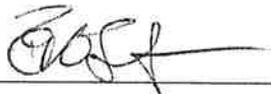
Due to the time limits mandated by State law, your response must be sent at the earliest possible date but not later than 30 days after receipt of this notice.

Please send your response to Mr. Craig Stowers at the address shown above. We will need the name for a contact person in your agency.

**Project Title:** Prohibition on the Use of Ammunition Containing Lead for the Take of Wildlife with a Firearm

**Project Applicant, if any:** \_\_\_\_\_

Date October 28, 2014

Signature 

Title Branch Chief

Telephone 916-445-3555

**Reference:** California Code of Regulations, Title 14, (CEQA Guidelines) Sections 15082(a), 15103, 15375.

Appendix G

Environmental Checklist Form

NOTE: The following is a sample form and may be tailored to satisfy individual agencies' needs and project circumstances. It may be used to meet the requirements for an initial study when the criteria set forth in CEQA Guidelines have been met. Substantial evidence of potential impacts that are not listed on this form must also be considered. The sample questions in this form are intended to encourage thoughtful assessment of impacts, and do not necessarily represent thresholds of significance.

1. Project title: Prohibition on the Use of Ammunition Containing Lead for the Take of Wildlife
  
2. Lead agency name and address:  
California Fish and Game Commission  
1416 9th Street, Room 1320  
Sacramento, CA 95814
  
3. Contact person and phone number: Eric Loft, Chief, Wildlife Branch (916) 445-3555
  
4. Project location: Statewide
  
5. Project sponsor's name and address:  
California Department of Fish and Wildlife  
1416 9th Street, Room 1208  
Sacramento, CA 95814
  
6. General plan designation: NA                      7. Zoning: NA
  
8. Description of project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.)  
AB 711 (Chap. 742, Statutes of 2013) requires the Fish and Game Commission to promulgate regulations by July 1, 2015 that phase in the use of nonlead ammunition for the take of wildlife with a firearm in California. The statute requires nonlead ammunition to be used for the take of all wildlife in the state by July 1, 2019. See attached sheet for project description.
  
9. Surrounding land uses and setting: Briefly describe the project's surroundings:  
The project occurs on wildlands in California that are open for hunting and the take of wildlife with a firearm.
  
10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.)  
NA

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Aesthetics                      | <input type="checkbox"/> Agriculture and Forestry Resources       | <input type="checkbox"/> Air Quality                        |
| <input checked="" type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources                       | <input type="checkbox"/> Geology /Soils                     |
| <input type="checkbox"/> Greenhouse Gas Emissions        | <input checked="" type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology / Water Quality          |
| <input type="checkbox"/> Land Use / Planning             | <input type="checkbox"/> Mineral Resources                        | <input type="checkbox"/> Noise                              |
| <input type="checkbox"/> Population / Housing            | <input type="checkbox"/> Public Services                          | <input checked="" type="checkbox"/> Recreation              |
| <input type="checkbox"/> Transportation/Traffic          | <input type="checkbox"/> Utilities / Service Systems              | <input type="checkbox"/> Mandatory Findings of Significance |

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature FRG Date 10/31/14

Signature \_\_\_\_\_ Date \_\_\_\_\_

## EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
  - a) Earlier Analysis Used. Identify and state where they are available for review.
  - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
  - a) the significance criteria or threshold, if any, used to evaluate each question; and
  - b) the mitigation measure identified, if any, to reduce the impact to less than significance.

**SAMPLE QUESTION**

Issues:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>I. AESTHETICS -- Would the project:</b>				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>II. AGRICULTURE AND FOREST RESOURCES:</b> In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. -- Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
--	--------------------------------	--	------------------------------	-----------

Production (as defined by Government Code section 51104(g))?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

d) Result in the loss of forest land or conversion of forest land to non-forest use?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

de) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

III. AIR QUALITY -- Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

d) Expose sensitive receptors to substantial pollutant concentrations?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

e) Create objectionable odors affecting a substantial number of people?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

IV. BIOLOGICAL RESOURCES -- Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>V. CULTURAL RESOURCES -- Would the project:</b>				
a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>VI. GEOLOGY AND SOILS -- Would the project:</b>				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>VII. GREENHOUSE GAS EMISSIONS --</b>				
Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>VIII. HAZARDS AND HAZARDOUS MATERIALS - Would the project:</b>				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
for people residing or working in the project area?				
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>IX. HYDROLOGY AND WATER QUALITY --</b>				
Would the project:				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>X. LAND USE AND PLANNING - Would the project:</b>				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>XI. MINERAL RESOURCES -- Would the project:</b>				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>XII. NOISE -- Would the project result in:</b>				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
--	--------------------------------	--	------------------------------	-----------

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

**XIII. POPULATION AND HOUSING -- Would the project:**

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

**XIV. PUBLIC SERVICES**

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XV. RECREATION --**

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

XVI. TRANSPORTATION/TRAFFIC -- Would the project:

a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XVII. UTILITIES AND SERVICE SYSTEMS -- Would the project:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>XVIII. MANDATORY FINDINGS OF SIGNIFICANCE --</b>				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Note: Authority cited: Sections 21083, 21083.05, Public Resources Code. Reference: Section 65088.4, Gov. Code; Sections 21080, 21083.05, 21095, Pub. Resources Code; *Eureka Citizens for Responsible Govt. v. City of Eureka* (2007) 147 Cal.App.4th 357; *Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal.App.4th at 1109; *San Franciscans Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656.

## **Project Description**

Assembly Bill 711 (Chapter 742, Statutes of 2013) was signed by the Governor on October 11, 2013 and became effective January 1, 2014. As enacted, Fish and Game Code section 3004.5 requires full implementation of the statute's ban on the use of nonlead ammunition by July 1, 2019; after this date, nonlead ammunition will be required when taking any wildlife with a firearm statewide. In addition, section 3004.5 requires that by July 1, 2015, the Fish and Game Commission (Commission) must promulgate regulations that phase in the statute's requirements, and that, if any of the statute's requirements can be implemented practicably, in whole or in part, in advance of July 1, 2019, the Commission shall implement those requirements.

Beginning in January 2014, the California Department of Fish and Wildlife (Department) initiated an intensive public outreach effort designed to solicit ideas from both hunters and nonhunters on the least disruptive way to phase in the transition from traditional lead to nonlead ammunition consistent with section 3004.5. The Department shared a "starting point" proposal with the public at a total of 16 outreach meetings throughout the state, from Susanville to San Diego. This starting point proposal, as modified by public input received at these meetings, formed the basis for the proposed regulatory language adding a new Section 250.1 to Title 14, California Code of Regulations. The draft regulations constitute the proposed project for the purposes of this environmental document. See Appendix A for the draft regulatory text.

By way of background, ammunition falls into several broad categories including centerfire, rimfire, shotshells, and balls or sabots used in muzzleloading weapons. Centerfire ammunition is available in a variety of sizes (calibers) for both rifles and pistols and is most commonly used for the take of big game animals. Rimfire ammunition is available in smaller sizes, primarily .22 and .17 caliber, and is used most commonly for the take of small game mammals and the control of nongame "varmint" species such as ground squirrels. Shotgun ammunition comes in a variety of gauges and a range of shot or pellet sizes. Shotshells are most commonly used for waterfowl and upland game birds, although larger shot sizes (size 0 or 00 buckshot) and shotgun "slugs" may be used for the take of big game species. Balls and sabots are typically used for the take of big game species using muzzleloading rifles.

The proposed regulations' phasing reflects the relative availability (by both type and volume) of nonlead rifle and shotgun ammunition. Nonlead shotgun ammunition has been required for the take of ducks and geese nationwide since 1991 and nonlead shotshells in waterfowl sizes are widely available. These shells are suitable for the take of larger upland game birds such as pheasants, grouse, band-tailed pigeons and wild

turkeys. They may also be effective for the take of small game mammals, furbearing mammals, and nongame species. Nonlead shotgun shells in smaller shot sizes for dove, quail, and snipe are produced, but are currently not available in the volume necessary to supply the more than 170,000 quail and dove hunters in the state. Nonlead centerfire rifle ammunition is available in the more commonly used big game calibers such as .270, .30-06, and .308. Nonlead ammunition has been required for the take of big game mammals in the condor range since 2008 and the volume of nonlead ammunition has been sufficient to supply the 48,000 deer hunters within the condor range.

### Phase 1

Effective July 1, 2015, nonlead ammunition will be required when taking all wildlife on state Wildlife Areas and Ecological Reserves. These Department lands constitute approximately 925,000 acres in California, with high ecological values and some of these areas are popular with hunters. In addition, nonlead ammunition will be required for hunters taking Nelson bighorn sheep in California's desert areas. This requirement will affect a small number of hunters; in 2014 only 14 tags were issued for bighorn sheep statewide. A similar number is anticipated for the 2015 season.

### Phase 2

Effective July 1, 2016, nonlead ammunition will be required when taking upland game birds with a shotgun, except for dove, quail, and snipe, and any game birds taken under the authority of a licensed game bird club as provided in sections 600 and 600.4, Title 14, California Code of Regulations. In addition, nonlead ammunition will be required for the take of resident small game mammals, furbearing mammals, nongame mammals, nongame birds, and any wildlife for depredation purposes, with a shotgun statewide. However, in light of the uncertainty regarding the retail availability of nonlead centerfire and rimfire ammunition in smaller calibers, it will still be legal to take small game, furbearing, and nongame mammals, as well as nongame birds and wildlife for depredation purposes with traditional lead rimfire and centerfire ammunition during phase 2.

### Phase 3

Pursuant to Fish and Game Code section 3004.5, effective July 1, 2019, only nonlead ammunition may be used when taking any wildlife with a firearm for any purpose in California.

## Nonlead Implementation - Initial Study

### Impact Significance Analysis

#### A. Less Than Significant Impact

**1. IV(a) - Biological Resources.** Beneficial and less than significant impacts may occur to species identified as a candidate, sensitive, or otherwise special status as a result of the proposed action. Whereas hunting activity is regulated generally by regulations for specific hunt programs, the proposed action is limited to the phasing in of a ban on lead ammunition that will become effective, regardless, as of July 1, 2019. Thus, the proposed action may benefit listed and special status species such as bald and golden eagles by reducing the potential ingestion of lead from carcasses and gut piles from animals killed with lead ammunition.

**2. VIII(h) - Hazards and Hazardous Materials.** Less than significant impacts may occur regarding the exposure of people or structures to significant risk of loss, injury, or death from wildfire as a result of the proposed action. A study completed by the US Forest Service in August, 2013 (Research Paper RMRS-RP-104; A Study of Ignition by Rifle Bullets) concludes that steel jacketed and solid copper bullets could reliably cause ignition possibly due to their larger fragment size and the overall "hardness" of the materials when compared to lead. However, most of the ignitions were the result of test firing bullets directly into a steel target, which caused the bullet to fragment and the fragments to then fall into a deep bed of peat (a very fine and dry organic material). These conditions are not often encountered in actual hunting situations; the targets are soft-bodied and tend to dampen fragmenting and heating of bullets as they travel to the target, and the substrates into which those fragments may fall are also not typical of conditions found while hunting.

In addition, it should be noted the study referenced above pertained only to rifle bullets and not nonlead loads fired from shotguns. The smaller size of the projectile (shotgun pellets) and the low muzzle velocities associated with this weapon type may mitigate against the heating identified with nonlead rifle bullets. Moreover, the target zone (mainly slightly to severely above a perpendicular plane) would serve to slow down projectile speeds and allow more time for cooling before hitting any ground based ignition sources.

#### B. Potentially Significant Impact

**XV(b) - Recreation.** Although not specifically suggested by the Appendix G Initial Study Checklist, the Department notes that in the event that retail availability of nonlead ammunition fails to meet the demand of California hunters, a potentially significant impact on hunting based recreation in California may occur as a result of the proposed action. Conflicting information regarding market availability and overall cost has been presented by proponents and opponents of the law and has informed the Department's

development of the proposed action. For example, one study, sponsored by the National Shooting Sports Foundation (Southwick Associates 2014), predicts that hunting participation in California may drop by as much as 36% as a result of the proposed regulations. However, a second study sponsored by Audubon California, Defenders of Wildlife, and the Humane Society of the United States (Thomas, 2014) concluded that nonlead ammunition was already commercially available and a two year transition period was adequate to allow manufacturers to adjust for the anticipated increase in demand.

Research by the California Department of Fish and Wildlife indicates that while many different nonlead bullets and cartridges have been certified by the Fish and Game Commission and are advertised for sale by different manufacturers, very few of them are actually available for purchase either in sporting goods stores that typically sell ammunition or from on-line vendors. Furthermore, bullets and cartridges for calibers considered to be "uncommon" are essentially unavailable for purchase by California hunters. Additionally, costs are often substantially higher for nonlead ammunition of all calibers. All indications from ammunition manufacturers suggest they will not be increasing production of nonlead ammunition and most likely will not be able to meet the demand the legislation will create in California.

For these reasons, potentially significant impacts to recreation may occur as a result of: 1) requiring hunters to use nonlead ammunition that may not be available for purchase, which, in turn, may reduce hunting activity in the State; 2) hunters choosing not to participate in their chosen recreational activity due to the substantially higher costs – either through purchasing more expensive nonlead ammunition or purchasing new weapons, barrels or chokes – to comply with the new regulatory requirements.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 9, 2014

**Departments: Solid Waste**

**TIME REQUIRED** 20 minutes (5 minute presentation; 15 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Tony Dublino

**SUBJECT** Hauler Request for Inflationary Increase to Solid Waste Collection Service Fee Floors

### AGENDA DESCRIPTION:

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

Proposed amemdments to existin Franchise Agreements with D&S Waste and Mammoth Disposal, pertaining to waste collection in unincorporated Mono County.

### RECOMMENDED ACTION:

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

### FISCAL IMPACT:

\$500 annual increase to Solid Waste Enterprise Fund.

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760 932 5453 / tdublino@mono.ca.gov

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Staff Report](#)

[Existing Rates](#)

- [Proposed Rates](#)
- [CPI PPI Spreadhseet](#)
- [D&S Amendment](#)
- [MD Amendment](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
12/3/2014 10:44 AM	County Administrative Office	Yes
12/3/2014 11:38 AM	County Counsel	Yes
12/3/2014 3:55 PM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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

**Date:** December 9th, 2014  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Tony Dublino, Environmental Services Manager / Solid Waste Superintendent  
**Subject:** CPI/PPI Adjustment to Waste Collection Franchise Floor Rates

## **Recommended Action:**

Consider Franchisee's request to implement a CPI/PPI increase to waste collection rates. If approved, authorize the CAO to execute amendments to the primary waste collection franchise agreements with Mammoth Disposal and D&S Waste Removal to adjust the Service Fee Floors specified in Exhibit 13.01a, effective January 1, 2015. Provide any desired direction to staff.

## **Fiscal Impact:**

Minor increases in franchise fees (approximately \$500 annually) paid to the County.

## **Discussion:**

The primary franchise agreements for waste collection services provide a process for implementing inflationary increases to the Service Fee Floors. The process begins with a written request by the franchisee, is based on specific factors in the US Bureau of Labor Statistic's CPI and PPI reports, and is subject to Board approval. The effective date of the increase would be January 1, 2015.

On September 29, 2014, the County received a timely request from Mammoth Disposal for a CPI/PPI increase to the Service Fee Floors. If approved by the Board, the request from Mammoth Disposal will necessarily extend to the franchise agreement with D&S Waste.

The last CPI/PPI increase (totaling 1.95%) was presented to the Board in December 2013, and was ultimately approved implemented in January 2014. During that discussion, the Board requested additional information and justification for the increase from the waste haulers. Staff has forwarded the same request for this year's discussion, and has requested the waste hauler's attendance at today's meeting to provide this information to the Board.

Should the Board approve, an adjustment of 1.46% would be applied to fees in Exhibit 13.01a. This adjustment combines a CPI increase for "Garbage and Trash Collection" of 2.2%, which is applied to 75% of the fee; and a PPI decrease of 3.9% for No. 2 Diesel, which is applied to 5% of the fee. The combination of these factors yields the 1.46% increase.

Businesses and residents who subscribe for waste collection services will see a rate increase as a result of this action. It is our understanding that all customers of both Mammoth Disposal and D&S Waste are currently charged the minimum fees allowable under the franchise. The proposed action will not result in an expense to the County, and should slightly increase the franchise fee revenues paid to the County by haulers.

Through their billing statement, franchise haulers have the opportunity to communicate the reasons behind changes in their invoicing. Article 8.08 of the franchise contracts allows the county to review, accept, or reject these materials. As part of the January 2014 approval, there was a requirement that

both franchisees provide a brief explanation of the increase, if any, in their January 2014 and February 2014 invoices. The Board requested the following language:

“This month’s bill includes a 1.95% increase reflecting an inflation factor based on the Consumer Price Index and Producer Price Index for September 2012 - September 2013, and is not related to increases in County fees.”

This language appeared as requested in bills from both franchisees. Consistent with last year’s direction, the proposed amendments include the same language to be included in along with this year’s increase.

If you have any questions regarding this item, please contact me at 760.932.5453 or by email at [tdublino@mono.ca.gov](mailto:tdublino@mono.ca.gov).

Respectfully submitted,



Tony Dublino  
Environmental Services Manager / Solid Waste Superintendent

Attachment: Attachment A – CPI / PPI Worksheet  
Draft Amendments  
Existing Exhibit 13.01a  
Revised Exhibit 13.01a

**EXHIBIT 13.01a: SERVICE FEE FLOORS**

Franchisee will not charge Customers Service Fees that are less than those identified below:

<b>RESIDENTIAL RATES</b>		<b>COMMERCIAL RATES</b>							
<b>CANS, CARTS, VOLUME</b>		<b>BINS</b>			<b>DEBRIS BOXES</b>		<b>COMPACTOR</b>		
Size <sup>2</sup>	“A”	Size <sup>2</sup>	“A”	“B”	Size <sup>2</sup>	“B”	Size <sup>2</sup>	“B”	
1 35-gal. Can	\$17.33 <sup>4</sup>	1 cy	\$113	\$26.10	10 cy	\$395	10 cy	\$363	
2 35-gal. Cans	\$22.73 <sup>4</sup>	2 cy	\$155	\$35.89	20 cy	\$662	20 cy	\$725	
1 95-gal. Toter	\$34.66	3 cy	\$200	\$45.98	30 cy	\$904	30 cy	\$1,089	
2 95-gal. Toters	\$47.81	4 cy	\$233	\$53.93	40 cy	\$1,260	40 cy	\$1,446	
1 cubic yard (cy)	\$27.93 <sup>5</sup>	6 cy	\$303	\$69.73					

Notes:

1. Rates will be adjusted annually in accordance with the formula set forth in section 13.01c1.
2. Sizes are nominal values, not precise volumes. Fees for nominal container volumes that fall in between or higher than those listed will be determined by linear interpolation or extrapolation, respectively, and rounded to the nearest three significant figures.
3. Service fee categories identified above are as follows: “A” = cost per month; “B” = cost per dump.
4. Customer-provided can.
5. Or, approximately equivalent to six 35-gallon cans.

**COUNTY-APPROVED EXISTING AGREEMENTS:**

- 1.
- 2.
- 3.
- 4.
- 5.

**EXHIBIT 13.01a: SERVICE FEE FLOORS**

Franchisee will not charge Customers Service Fees that are less than those identified below:

<b>RESIDENTIAL RATES</b>		<b>COMMERCIAL RATES</b>							
<b>CANS, CARTS, VOLUME</b>		<b>BINS</b>			<b>DEBRIS BOXES</b>		<b>COMPACTOR</b>		
Size <sup>2</sup>	"A"	Size <sup>2</sup>	"A"	"B"	Size <sup>2</sup>	"B"	Size <sup>2</sup>	"B"	
1 35-gal. Can	\$17.58 <sup>4</sup>	1 cy	\$115	\$26.48	10 cy	\$401	10 cy	\$368	
2 35-gal. Cans	\$23.06 <sup>4</sup>	2 cy	\$157	\$36.41	20 cy	\$672	20 cy	\$735	
1 95-gal. Toter	\$35.16	3 cy	\$203	\$46.65	30 cy	\$917	30 cy	\$1,105	
2 95-gal. Toters	\$48.51	4 cy	\$236	\$54.71	40 cy	\$1,278	40 cy	\$1,467	
1 cubic yard (cy)	\$28.34 <sup>5</sup>	6 cy	\$307	\$70.74					

## Notes:

1. Rates will be adjusted annually in accordance with the formula set forth in section 13.01c1.
2. Sizes are nominal values, not precise volumes. Fees for nominal container volumes that fall in between or higher than those listed will be determined by linear interpolation or extrapolation, respectively, and rounded to the nearest three significant figures.
3. Service fee categories identified above are as follows: "A" = cost per month; "B" = cost per dump.
4. Customer-provided can.
5. Or, approximately equivalent to six 35-gallon cans.

**COUNTY-APPROVED EXISTING AGREEMENTS:**

- 1.
- 2.
- 3.
- 4.
- 5.

## 2014 Inflationary Increase to Franchise Hauler Floor Rates

Mono County Solid Waste Division

	Weight	Residential Cans		Comm Bins/mo.		Comm Bins/pu		Debris Boxes		Compactor	
		ex.	new	ex.	new	ex.	new	ex.	new	ex.	new
CPI <sup>1</sup>	0.0220	\$ 17.33	\$ 17.58	\$ 113.00	\$ 114.64	\$ 26.10	\$ 26.48	\$ 395.00	\$ 400.75	\$ 363.00	\$ 368.28
PPI <sup>2</sup>	-0.0390	\$ 22.73	\$ 23.06	\$ 155.00	\$ 157.26	\$ 35.89	\$ 36.41	\$ 662.00	\$ 671.63	\$ 725.00	\$ 735.55
Gate Fees	0.0000	\$ 34.66	\$ 35.16	\$ 200.00	\$ 202.91	\$ 45.98	\$ 46.65	\$ 904.00	\$ 917.15	\$ 1,089.00	\$ 1,104.84
	20%	\$ 47.81	\$ 48.51	\$ 233.00	\$ 236.39	\$ 53.93	\$ 54.71	\$ 1,260.00	\$ 1,278.33	\$ 1,446.00	\$ 1,467.04
		\$ 27.93	\$ 28.34	\$ 303.00	\$ 307.41	\$ 69.73	\$ 70.74				

**Total Increase 1.46%**

**Notes:**

1. Based on the CPI Detailed Report, data for August 2014. Covering period between August 2013 and August 2014; Table 3; Garbage and Trash Collection Services.
2. Based on the PPI Detailed Report, data for August 2014. Covering period between August 2013 and August 2014; Table 2; No. 2 Diesel Fuel.

**AGREEMENT AND THIRD AMENDMENT TO THE PRIMARY FRANCHISE  
AGREEMENT BETWEEN THE COUNTY OF MONO AND  
D&S WASTE REMOVAL, INC., FOR COLLECTION OF SOLID WASTE  
FROM RESIDENTIAL AND COMMERCIAL CUSTOMERS  
IN UNINCORPORATED MONO COUNTY**

This Agreement and Third Amendment is entered into on December 9<sup>th</sup>, 2014, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and D&S Waste Removal, Inc. (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor dated July 1, 2011, and as subsequently amended. The County and Contractor are referred to herein collectively as "the parties."

**I. Recitals.**

A. On July 1, 2011, the parties entered into an agreement with respect to the provision of residential and commercial solid waste collection services in the unincorporated areas of Mono County. The agreement is referred to herein as the "Franchise Agreement." The Franchise Agreement is incorporated herein by this reference as though fully set forth; and,

B. Pursuant to Section 13.01b of the Franchise Agreement, the Service Fees set forth in Exhibit 13.01a (hereinafter, the "Service Fee Floors") may be adjusted based on the prior year's Consumer Price Index and Producer Price Index (CPI/PPI), upon approval by the Board; and,

C. In accordance with Section 13.01d1, the parties wish to amend the Franchise Agreement to adjust the Service Fee Floors set forth in Exhibit 13.01a of the Franchise Agreement using the relevant CPI/PPI factor for September 2013 through September 2014, as published in August 2014 reports by the U.S. Bureau of Labor Statistics.

**II. Terms and Conditions.**

The parties hereto agree as follows:

1. The Service Fee Floors set forth in the current Exhibit 13.01a (enacted by Amendment dated January 7, 2014), shall be adjusted upward by 1.46 percent, and rounded to three significant figures as shown on the Revised Exhibit 13.01a, which is attached hereto and incorporated by this reference. The Revised Exhibit 13.01a shall replace and supersede the current Exhibit 13.01a. Such revision shall be effective January 1, 2015.
2. Franchisee shall include the following statement on customer invoices in January and February of 2015 (if the amount billed is increased): "This month's bill includes a 1.46% increase reflecting an inflation factor based on the Consumer Price Index and Producer Price Index for August 2013 - August 2014, and is not related to increases in County fees."

3. All other provisions of the Franchise Agreement shall remain in full force and effect.

**III. Execution.**

IN WITNESS of the foregoing, the parties have signed this Agreement and Amendment through their duly-authorized representatives, as set forth below:

County:

Contractor:

---

Jim Leddy  
Mono County CAO

---

Darrol Brown, President  
D&S Waste Removal, Inc.

Approved as to Form:

---

Mono County Counsel

**AGREEMENT AND THIRD AMENDMENT TO THE PRIMARY FRANCHISE  
AGREEMENT BETWEEN THE COUNTY OF MONO AND  
MAMMOTH DISPOSAL, INC., FOR COLLECTION OF SOLID WASTE  
FROM RESIDENTIAL AND COMMERCIAL CUSTOMERS  
IN UNINCORPORATED MONO COUNTY**

This Agreement and Third Amendment is entered into on December 9<sup>th</sup>, 2014, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Mammoth Disposal, Inc. (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor dated July 1, 2011, and as subsequently amended. The County and Contractor are referred to herein collectively as "the parties."

**I. Recitals.**

A. On July 1, 2011, the parties entered into an agreement with respect to the provision of residential and commercial solid waste collection services in the unincorporated areas of Mono County. The agreement is referred to herein as the "Franchise Agreement." The Franchise Agreement is incorporated herein by this reference as though fully set forth; and,

B. Pursuant to Section 13.01b of the Franchise Agreement, the Service Fees set forth in Exhibit 13.01a (hereinafter, the "Service Fee Floors") may be adjusted based on the prior year's Consumer Price Index and Producer Price Index (CPI/PPI), upon approval by the Board; and,

C. In accordance with Section 13.01d1, the parties wish to amend the Franchise Agreement to adjust the Service Fee Floors set forth in Exhibit 13.01a of the Franchise Agreement using the relevant CPI/PPI factor for September 2013 through September 2014, as published in August 2014 reports by the U.S. Bureau of Labor Statistics.

**II. Terms and Conditions.**

The parties hereto agree as follows:

1. The Service Fee Floors set forth in the current Exhibit 13.01a (enacted by Amendment dated January 7, 2014), shall be adjusted upward by 1.46 percent, and rounded to three significant figures as shown on the Revised Exhibit 13.01a, which is attached hereto and incorporated by this reference. The Revised Exhibit 13.01a shall replace and supersede the current Exhibit 13.01a. Such revision shall be effective January 1, 2015.
2. Franchisee shall include the following statement on customer invoices in January and February of 2014 (if the amount billed is increased): "This month's bill includes a 1.46% increase reflecting an inflation factor based on the Consumer Price Index and Producer Price Index for August 2013 - August 2014, and is not related to increases in County fees."

3. All other provisions of the Franchise Agreement shall remain in full force and effect.

**III. Execution.**

IN WITNESS of the foregoing, the parties have signed this Agreement and Amendment through their duly-authorized representatives, as set forth below:

County:

Contractor:

---

Jim Leddy  
Mono County CAO

---

Rick Vahl, Manager  
Mammoth Disposal, Inc.

Approved as to Form:

---

Mono County Counsel



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 9, 2014

**Departments: Public Works / Solid Waste Division**

**TIME REQUIRED** 30 minutes (5 minute presentation; 25 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Tony Dublino

**SUBJECT** Franchise Agreement--Capacity Payment for Exported Solid Waste

### AGENDA DESCRIPTION:

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

Presentation by Tony Dublino regarding request from D&S Waste for reduction in the Capacity Payments relating to exported solid waste.

### RECOMMENDED ACTION:

No action is recommended at this time. Provide direction to staff on whether an amendment to the exported waste fee should be prepared.

### FISCAL IMPACT:

None (informational only).

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5453 /

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Staff Report](#)

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
12/3/2014 10:47 AM	County Administrative Office	Yes
12/3/2014 11:32 AM	County Counsel	Yes
12/3/2014 11:03 AM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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

**Date:** December 9, 2014  
**To:** Honorable Board of Supervisors  
**From:** Tony Dublino, Solid Waste Superintendent  
**Subject:** Franchise Agreement / Solid Waste Exported Waste Fee

**Recommended Action:** No action is recommended at this time. Provide direction to staff on whether an amendment to the exported waste fee should be processed.

**Fiscal Impact:** The standing request from D&S Waste, if granted, would trigger a reduction of approximately \$15,000 per year in revenue to the Solid Waste Enterprise Fund.

## Discussion:

The County's two waste haulers, Mammoth Disposal and D&S Waste, are both subject to franchise agreements that were entered in June 2011 and will expire in June 2016. Prior agreements with the same two haulers expired in 2011. The agreements accomplish numerous ends: they establish operational requirements, best practices, floor rates for services, and franchise fees. In the case of waste hauled outside of the County, they set a so-called *Capacity Payment*.

In negotiating the 2011 (and prior) agreements, D&S Waste expressed an interest in hauling waste from the northern parts of the County (Bridgeport and Antelope Valley) to its transfer station in Yerington, NV instead of the Benton Crossing Landfill.

At the time, the Solid Waste Enterprise Fund was operating at a significant deficit, and the idea of losing that gate fee revenue at Benton Crossing Landfill (approximately \$100,000 per year) was not a reasonable option for the County.

Due to the continued interest of D&S Waste in exporting waste to accommodate their operational logistics, the County negotiated the Franchise Agreement to include a clause that established the "Capacity Payment," and set the fee at the current charge for municipal solid waste. In this way, there would be no loss in revenue to the Solid Waste Enterprise Fund, and D&S Waste (or Mammoth Disposal) would be able to realize the logistical benefits of disposing of waste generated north of Sonora Junction at a location other than Benton Crossing, if they so desired. At the time the agreement was entered, the price per ton of municipal solid waste was \$68.50 per ton and has since increased to \$74.00 per ton.

D&S Waste has requested a reduction in the Capacity Payment, arguing that for every exported ton, the County preserves airspace at the Benton Crossing Landfill. Also, that the County realizes "savings" whenever they export that waste instead of bringing it to Benton Crossing Landfill.

There are issues with both of those arguments. First, the County has no need to preserve airspace at Benton Crossing Landfill. It has all the airspace it will need between now and 2023. In fact, one could easily argue that the County needs additional waste volume more than airspace.

As to the question of savings, it is not as simple as described by D&S Waste. The Solid Waste Enterprise Fund is structured in such a way that revenue generated by tipping fees pays for the direct costs of burying that waste (equipment cost, maintenance, fuel, staff salary and benefits), but also funds other fixed costs such as permits, regulatory costs, environmental monitoring, administrative costs and program management. Additionally, revenue generated by tipping fees also helps support the County's no-cost HHW management program, diversion programs, and Transfer Station operations.

For the 13/14 Fiscal Year, the County spent approximately \$194,000 directly (equipment and labor) on the compaction and cover of approximately 13,000 tons of municipal solid waste, or \$14.87 per ton in direct costs.

During the same time period, D&S Waste exported approximately 1,200 tons of municipal solid waste, and paid the SWEF approximately \$88,000 in exported waste fees.

In order to determine actual savings associated with D&S export of waste, the question becomes: If D&S Waste had transferred those 1,200 tons of waste to Benton Crossing instead of exporting it, how much more than \$194,000 would have been spent?

The answer is that the County would have spent more, but not \$14.87 per ton more. The simple explanation is that there is a considerable amount of equipment and labor costs (staging, surface preparation, removal of tarps and placement of tarps) that do not change as tonnage increases or decreases slightly.

Anecdotally, site personnel estimate that it takes approximately 20 minutes of direct time to compact a given load of waste. This does not include the above peripheral work. This discrete effort is the only 'savings' the county arguably realizes by D&S not bringing in the exported waste.

Based on the above 20 minute estimate, labor and equipment charges amount to approximately \$28.40. Divided by an estimated average of 8 tons per load, the projected savings is \$3.55 per ton. In other words, the maximum amount that could be justified as a reduction to the Capacity Payment would be \$3.55 per ton (i.e., a reduction in the Payment from \$74.00 per ton to \$72.45 per ton).

### **Additional Considerations:**

When the Franchise Agreement was entered in June of 2011, Ordinance 11-08 also revised the County Code to exempt construction and demolition waste from the franchise requirements altogether. Since that time, franchise haulers have been able to collect,

transport and dispose of construction and demolition waste without related franchise fees or Capacity Payments.

Because our two Franchise Agreements are identical and intend to set a level playing field, both D&S Waste and Mammoth Disposal would have to agree to and execute any proposed amendment to the Capacity Payment.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,



Tony Dublino  
Solid Waste Superintendent



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 9, 2014

**Departments: Public Works - Motor Pool**

**TIME REQUIRED** 15 minutes (5 minute presentation; 10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Jeff Walters

**SUBJECT** Motor Pool - Replacement of Two Backhoes

### AGENDA DESCRIPTION:

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

Mono County Public Works has two backhoes that are in need of replacement. The backhoes (a 1979 Case 580C assigned to Facilities and a 1980 Case 680 assigned to the Road Fund) are expensive to maintain, have had recent mechanical issues which resulted in expensive soil mitigation, and are included in the California Air Resource Board's emission reduction mandates for Mono County.

### RECOMMENDED ACTION:

Authorize Public Works Director to administer and execute bid documents necessary for the replacement of a 1979 Case backhoe and a 1980 Case backhoe. These backhoes are past their useful life, are vital to the Public Works Department, and have had several recent environmental related issues. Replacing these with funds available from Motor Pool would begin to resolve existing California Air Resources Board mandates to reduce emissions as well as reduce the overall fund balance in Motor Pool which currently exceeds allowable limits.

### FISCAL IMPACT:

Approximately \$125,000 each for a total of \$250,000 out of Motor Pool. There is sufficient fund balance in Motor Pool for the purchase of these two backhoes.

**CONTACT NAME:** Jeff Walters

**PHONE/EMAIL:** 760.932.5459 / jwalters@mono.ca.gov

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Motor Pool - Replacement of Two Backhoes](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/22/2014 10:07 AM	County Administrative Office	Yes
12/1/2014 1:57 PM	County Counsel	Yes
11/19/2014 9:52 AM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

---

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

**Date:** December 2, 2014  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Jeff Walters, Public Works Director / Director of Road Operations and Fleet Services  
**Subject:** Motor Pool – Replacement of Two Backhoes

## **Recommended Action:**

Authorize Public Works Director to create, advertise, administer and execute bid documents necessary for the replacement of a 1979 Case backhoe and a 1980 Case backhoe. These backhoes are past their useful life, are vital to the Public Works Department, and have had recent mechanical/environmental related issues. Replacing this equipment with funds available from Motor Pool would begin to resolve existing California Air Resources Board (CARB) mandates to reduce emissions as well as reduce the overall fund balance in Motor Pool which currently exceeds allowable limits. Provide any desired direction to staff.

## **Fiscal Impact:**

The funding source for this purchase would come from the Motor Pool. It is estimated that the cost for purchasing two new CARB compliant backhoes would be \$125,000 each or \$250,000. There are sufficient funds available in Motor Pool.

Departments/projects using the new backhoes would be charged a per hour rate by Motor Pool.

## **Discussion:**

Public Works has two older backhoes that are in need of replacement due to their numerous and expensive mechanical issues. These mechanical failures have created environmental issues that have been costly to cleanup. Reliability of these backhoes has also hindered progress on numerous projects.

Public Works had previously scheduled replacement of these two backhoes in 2018 in order to comply with CARB.

Purchasing this equipment with available funds from Motor Pool would also keep the Motor Pool fund balance at an acceptable level.

If you have any questions regarding this item, please contact Jeff Walters at 932-5459.

Respectfully submitted,



Jeff Walters  
Public Works Director / Director of Road Operations and Fleet Services



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 9, 2014

**Departments: Public Works - Motor Pool**

**TIME REQUIRED** 15 minutes (5 minute presentation; 10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Jeff Walters

**SUBJECT** Motor Pool - Purchase a Vehicle Lift for Crowley Road Shop

### AGENDA DESCRIPTION:

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

All Motor Pool vehicles must be driven to Bridgeport for maintenance or repair work. This is due to having no other county facility available and appropriately setup for a safe and efficient work environment. Converting a single bay in the Crowley Road shop by installing a vehicle lift, purchasing necessary tools with lockable toolbox, and stocking common parts would allow for faster service and repairs in south county.

### RECOMMENDED ACTION:

Authorize Public Works to purchase and install a vehicle lift, tools, toolbox, and parts necessary to create a safe work area for south county repairs on Motor Pool vehicles. This would be installed in an available garage bay in the Crowley Road Shop.

### FISCAL IMPACT:

\$15,000 from Motor Pool. There are sufficient funds available in Motor Pool.

**CONTACT NAME:** Jeff Walters

**PHONE/EMAIL:** 760.932.5459 / jwalters@mono.ca.gov

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Motor Pool - Purchase a Vehicle Lift for Crowley Road Shop - BOS Staff Report](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/22/2014 10:07 AM	County Administrative Office	Yes
12/3/2014 11:38 AM	County Counsel	Yes
11/19/2014 9:56 AM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

---

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

**Date:** December 2, 2014  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Jeff Walters, Public Works Director / Director of Road Operations and Fleet Services  
**Subject:** Motor Pool – Purchase a Vehicle Lift for Crowley Road Shop

### **Recommended Action:**

Authorize Public Works Director to purchase and install a vehicle lift, tools, toolbox, and parts necessary create a safe and efficient work environment in the Crowley Road Shop. Provide any desired direction to staff.

### **Fiscal Impact:**

The funding source for this purchase would come from Motor Pool. The cost for the purchase and installation would be \$15,000. There are sufficient funds available in Motor Pool for this purchase.

### **Discussion:**

Public Works mechanics currently utilize a vehicle lift in Bridgeport for all Motor Pool services and repairs. There is no other location in the county that has a lift for this purpose and therefore all Motor Pool vehicles must come to Bridgeport for service. Installing a lift in one of the Crowley Road Shop garage bays would speed up south county repairs and services as well as reduce vehicle mileage traveled and fuel consumption.

This was a Policy Item during the fall budget hearings and the Board of Supervisors requested that Public Works investigate other options in the Mammoth Lakes area. The Town of Mammoth Lakes, Eastern Sierra Transit Authority, Eastern Sierra Unified School District as well as the Mammoth Mountain Ski Area were contacted. No viable opportunity was available.

If you have any questions regarding this item, please contact Jeff Walters at 932-5459.

Respectfully submitted,

Jeff Walters  
Public Works Director / Director of Road Operations and Fleet Services



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 9, 2014

**Departments: County Administrator's Office**

**TIME REQUIRED** 20 minutes (5 minute presentation; 15 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Jim Leddy, Jeff Walters

**SUBJECT** County Hiring Freeze and Variance Process

### AGENDA DESCRIPTION:

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

Discussion of the current County Hiring Freeze and variance process.

### RECOMMENDED ACTION:

Review Hiring Freeze and Variance Process. Maintain current process.

### FISCAL IMPACT:

There is no Fiscal Impact from discussing Hiring Freeze Process.

**CONTACT NAME:** Jim Leddy

**PHONE/EMAIL:** (760) 932-5414 / jleddy@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

- [Hiring Freeze and Variance Process](#)
- [Hiring Freeze and Variance](#)
- [Hiring Freeze Memo to Dept Heads](#)

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
12/1/2014 8:56 AM	County Administrative Office	Yes
12/1/2014 2:34 PM	County Counsel	Yes
12/3/2014 1:08 PM	Finance	Yes



***COUNTY OF MONO*** – *County Administrative Office*  
**P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517**  
**(760) 932-5412 ☐ FAX (760) 932-5411**

---

Jim Leddy  
County Administrative Officer  
760.932.5414

To: Honorable Board of Supervisors  
From: Jim Leddy, County Administrator  
Date: November 22, 2014

Subject: County Hiring Freeze Variance

Recommendation: Maintain the current Hiring Freeze and Variance process.

Background: On April 15<sup>th</sup>, 2014, as part of the 3<sup>rd</sup> quarter Budget check in session, the Board authorized the implementation of a hiring freeze. This policy was renewed as part of the FY 2014-2015 Budget adoption for FY 2014-2015 and is scheduled for review as part of both the mid-year budget session at the FY 2015-2016 budget. Any department seeking to hire is currently required to bring forward to the Board a request with a business case and budgeting information.

Discussion: The constrained budget due to the lingering impacts of the recession and the drought, have warranted a series of actions to ensure that the fiscal decisions being made are strategic, restrained and transparent. In the 2013-2014 Budget, there was no Hiring Freeze or Variance process. However, it became clear that due to the County's fiscal condition going into the FY 2014-2015 Budget development that additional steps were required to ensure that all cost decisions were tightened down and public accountability increased. The requirement that department bring forth the recruitment for position filling is one way to increase oversight and assure that all hiring decisions are crucial.

This policy has required department managers plan more effectively for impending vacancies due to requirement or resignation. The process of requesting a position fill is brought forward on a Board agenda as a consent item. Further, as departments have leaned down as is required by budget resources, departments are working to cross train their departments to ensure meeting service needs.

The issue of concern was raised that some department have to hire more quickly in emergency situations or due to unexpected shortly noticed departures, specifically in context of snow removal however every department provides services of import to some or all communities within the County. The Hiring Freeze and Variance Process is increasing awareness and management discipline. Further it is requiring longer term planning for an organization that will have less resources than in the past.

A separate review of roads plowing capacity has been provided for discussion.

Fiscal Impact: There is no fiscal impact to discussing the Hiring Freeze Variance process.

For questions, please contact me at (760) 932-5414 or [jleddy@mono.ca.gov](mailto:jleddy@mono.ca.gov)

### **Road Area # 1**

1. As part of our staff reduction Public Works elected to reduce staff in Road Area 1 by one full-time staff. We have one supervisor, three full-time staff and one 9/3 staff in Road Area 1. This gives us a total of 5.
2. One staff is out on Family Medical Leave. He has agreed to come in during snow if needed until he returns full-time in late December;
3. Another staff is planning on leaving employ in either in December or January but only if successful in sale of home and/or finding other employment

### **Road Area # 2**

1. This Road Area is fully staffed with one supervisor and three full time staff.
2. Staff from this Road Area (Russell Brown) can assist with June Lake plowing if available as he is experienced in this location. Josh Rhodes can assist in Road Area #1 if available.

### **Road Area # 3**

1. There is one supervisor and two full time staff.
2. Another 9/3 staff is moving over from Facilities in December and should be available to provide support
3. Rob Morgan says he will sign the contract for Peterson Tract snow removal and can start services on December 10, 2014. The contract is headed his way.
4. Recruitment for another 9/3 vacancy has resulted in eleven applicants with four interviews scheduled on December 10. If offered a job we would expect to have the person in January (after background checks etc.). However, they may not have the appropriate license to drive and if so will need to train and pass the DMV written and driving test before allowed.

### **Road Area # 4/5**

1. There is one supervisor and two full time staff in Road Area 4/5.
2. Another full time staff is out due to injury although he says he will have a release soon to return to work.
3. Recruitment for a vacancy in Walker is being flown in-county until December 1<sup>st</sup>. There are no transfer requests yet
4. Other available staff that are licensed and experienced in plowing in these areas are mechanics and a Facilities staff.

**Additional staff that are licensed are as follows:**

1. Brett McCurry (Road Operations Supervisor). Brett can plow snow but this would impact his supervisory duties for all Road Areas.
2. Jerry VandeBrake (Fleet Services Supervisor). Jerry can plow with some of our equipment but he has not done so in many years.
3. Matt Davis (Fleet Services Mechanic III). Matt could plow with some of our equipment but he has not done so.
4. Lance Mayhugh (Fleet Maintenance Mechanic III). Lance can plow with some of our equipment but he has not done so in many years
5. Jason Davenport (Facilities MW). Jason can plow with some of our equipment but has not done so in a few years.
6. Tom Music (Landfill Supervisor). Tom has assisted Roads in the past on Benton Crossing Road and can run any of our equipment.
7. Tony Iniguez (Facilities MW III). Tony has plowed in Road Area 4 before but it has been several years.
8. Jesse Hale (Facilities Leadworker). Jesse could plow in some of our equipment but has not done so.
9. Jeff Walters (PW Director). Can assist with plowing in a loader on some county roads but does not have a Commercial License to drive on state highways.
10. Joel Erickson (Fleet Services Lead Mechanic). Can plow anywhere with all equipment.
11. Jerry Mosley (Fleet Services Mechanic II). Can plow anywhere with all equipment.

## **Training**

1. Training of inexperienced staff will require many hours in various equipment and Road Areas.
  - a. This would remove staff away from their existing responsibilities and duties.
2. Training would consist of having each operator drive snow removal equipment (with another more-experienced staff riding along or nearby) to learn routes, placement of snow, methods, procedures etc.
  - a. It takes years for even an experienced operator to learn their respective Road Areas and the methods for proper snow removal. Proficiency is acquired over years of removing snow.
3. Short-term training would require a minimum of 80-160 hours before a licensed driver has even the basic skills necessary to plow snow in portions of some Road Areas.

4. Not all licensed drivers would be trained in all types of equipment. Keeping staff in the type of equipment that best suits their abilities would ensure the best return for the county.



# COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5410 • FAX (760) 932-5411

Jim Leddy  
County Administrative Officer

April 16, 2014

TO: Department Heads  
From: Jim Leddy, CAO  
RE: FY 2013-2014 & FY 2014-2015 Hiring Freeze

On April 15<sup>th</sup> as part of the Budget 3<sup>rd</sup> quarter check in, the Board approved the enactment of an immediate hiring freeze across all county departments. This action supersedes all prior direction on this topic under which departments may have been operating. This effort is one of many actions being taken to bring our costs down, preserve resources for critical services including our existing staff and ensure we are maximizing fiscal review of all decisions.

## **Freeze elements:**

- This freeze is effective April 15<sup>th</sup>, 2014 and will remain in place for the duration of the 2013-14 FY and is in place for FY 2014-2015 unless changed during FY 2014-2015 Budget Hearings;
- This freeze applies to all positions regardless of funding source.
- This freeze does not apply to any recruitment that was initiated before April 15<sup>th</sup> and any hirings resulting from those recruitments.
- All requests for recruitments require Board of Supervisors approval prior to any action by Human Resources;

Request for waiver of the freeze will be in the form of a Board item providing the following informational items:

- 1) Board item requests for recruitments will have, at a minimum, the following information:
  - a. The justification for the hire (why does your department *require* this position?);
  - b. The allocation from the most recent Allocation list as adopted by the Board (this occurs at Budget adoption, budget midyear or the quarterly budget updates);
  - c. The funding source with duration of funding (i.e. if grant funded, if mixed funding, or if from the General Fund);
  - d. Your department's Budget appropriation either from the original Budget adoption for the Fiscal Year or subsequent Board action authorizing the funding and position;
  - e. Your departments alternative options to not filling the position (i.e. service redesign options)

## **These items will be required to follow the Novus Agenda review timelines and process.**

As we go into the 2014-2015 FY Budget development process, we all must increase our fiscal scrutiny. County funding resources remained strained and we are pursuing additional efforts to ensure the strongest fiscal stewardship. Thank you for your support in implementing this effort.

If there are questions, please call or email Bill Van Lente or I at your convenience.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 9, 2014

**Departments: Public Works**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Vianey White

**SUBJECT** Contract Award for the Mountain Gate Phase 2 Fishing Access Project

---

**AGENDA DESCRIPTION:**

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

Contract award for the Mountain Gate Phase 2 Fishing Access Project which consists of constructing a pedestrian path, ADA parking and access, installation of site amenities including picnic tables, timber fishing platform, amphitheater, riparian interaction area, river access, PAR course, and landscaping at the Mountain Gate property located off Highway 395, ½ miles south of Walker.

---

**RECOMMENDED ACTION:**

Based on staff report concerning bids received in response to a solicitation for bids and responsibility of the apparent lowest responsive bidder: 1) identify Sierra View Equipment Inc. as responsible bidder submitting the lowest responsive bid; 2) award contract to Sierra View Equipment Inc. for the Mountain Gate Phase 2 Fishing Access Project in an amount not to exceed \$341,571; 3) approve and authorize the Public Works Director, in consultation with County Counsel, to execute and administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and authority to approve and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$29,578 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority of \$385,000, and are approved as to form and legality by County Counsel.

---

**FISCAL IMPACT:**

On July 15, 2014 the Board approved the use of \$385,000 of the California River Parkways Grant Program (Proposition 50) funds for construction of this project. In 2007 the California Resources Agency approved the use of \$473,155 of the California River Parkways Grant Program (Proposition 50) funds for the design and construction of this project. The remaining \$385,000 grant funds will be used for the construction phase. There will be no impact to the General Fund.

---

**CONTACT NAME:** Vianey White

**PHONE/EMAIL:** 760-932-5446 / vwhite@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](#)
  - [Exh 1 - Bid Tabulation](#)
  - [Exh 2 - Agreement](#)
- 

## History

Time	Who	Approval
12/3/2014 10:43 AM	County Administrative Office	Yes
12/3/2014 11:43 AM	County Counsel	Yes
12/3/2014 3:52 PM	Finance	Yes



# MONO COUNTY

## DEPARTMENT OF PUBLIC WORKS

---

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

**Date:** December 9, 2014  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Vianey White, Project Manager  
**Re:** Contract Award for the Mountain Gate Phase 2 Fishing Access Project

### **Recommended Action:**

Based on this staff report concerning bids received in response to a solicitation for bids and responsibility of the apparent lowest responsive bidder: 1) identify Sierra View Equipment Inc. as responsible bidder submitting the lowest responsive bid; 2) award contract to Sierra View Equipment Inc. for the Mountain Gate Phase 2 Fishing Access Project in an amount not to exceed \$341,571; 3) approve and authorize the Public Works Director, in consultation with County Counsel, to execute and administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and authority to approve and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$29,578 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority of \$385,000, and are approved as to form and legality by County Counsel.

### **Fiscal Impact:**

On July 15, 2014 the Board approved the use of \$385,000 of the California River Parkways Grant Program (Proposition 50) funds for construction of this project.

In 2007 the California Resources Agency approved the use of \$473,155 of the California River Parkways Grant Program (Proposition 50) funds for the design and construction of this project. The remaining \$385,000 grant funds will be used for the construction phase. There will be no impact to the General Fund.

### **Background:**

On August 19, 2014, The Board of Supervisors rejected the one bid received on Monday August 4, due to the bid exceeding the authorized budget amount.

The project was redesigned to continue to meet the original statutory conditions of recreation and conversion and interpretive enhancement. This project consists of constructing a pedestrian path, ADA parking and access, installation of picnic tables, timber fishing platform, amphitheater, river access, PAR course, and landscaping at the Mountain Gate property located off Highway 395, ½ miles south of Walker.

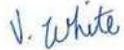
The project plans and manual were approved at the November 4, 2014 Board of Supervisors meeting, an optional pre-bid meeting was held at the project site on Thursday November 13, and six bids were received by the Monday December 1 bid deadline. See the Bid Tabulation attached as Exhibit 1.

As a result of the bid review, staff recommends that the Board of Supervisors award the contract to Sierra View Equipment Inc., which submitted the lowest responsive bid.

County staff will perform inspection duties for this project and quality assurance testing will be performed by a consultant. A notice to proceed is anticipated for Spring 2015.

Please contact me at 760.932.5446 or by email at [vwhite@mono.ca.gov](mailto:vwhite@mono.ca.gov) with any questions regarding this matter.

Respectfully submitted,



Vianey White  
Project Manager

Attachment: Exhibit 1 – Bid Tabulation  
Exhibit 2 – Proposed Agreement

Bid Tabulation  
**Mountain Gate Phase 2 Fishing Access Project**  
Monday, December 01, 2014

Item No.	Description	Qty	Unit	Herback General Engineering	V & C Construction Inc.	Sierra View Equipment Inc	White Rock Construction Inc.	Burdick Excavating Co. Inc.	A & K Earth Movers Inc.
<b>BASE BID:</b>									
1	Mobilization	1	LS	\$18,160.00	\$18,000.00	\$30,000.00	\$12,000.00	\$23,885.00	\$15,268.00
2	Clear & Grub	1	LS	\$7,600.00	\$10,000.00	\$25,000.00	\$10,000.00	\$2,800.00	\$23,455.00
3	Demolition & Temporary Erosion Control	1	LS	\$14,780.00	\$10,000.00	\$15,000.00	\$8,900.00	\$11,550.00	\$18,415.00
4	On-site Earth Movement	319	CY	\$170.00	\$55.00	\$20.00	\$48.00	\$72.00	\$115.00
5	Export Cut Material	46	CY	\$34.00	\$50.00	\$10.00	\$42.00	\$33.00	\$55.00
6	Trash Receptacle	1	EA	\$2,352.00	\$3,500.00	\$1,000.00	\$3,250.00	\$4,980.00	\$3,900.00
7	Pavement Marking	1	EA	\$1,345.00	\$2,000.00	\$1,000.00	\$4,000.00	\$1,400.00	\$1,250.00
8	PCC Flatwork	727	SF	\$13.00	\$11.00	\$8.00	\$10.00	\$26.00	\$12.00
9	Aggregate Base Road Section	3,500	SF	\$2.52	\$5.00	\$0.90	\$2.75	\$4.16	\$3.10
10	Picnic Table	4	EA	\$6,867.00	\$6,000.00	\$6,000.00	\$8,100.00	\$6,000.00	\$7,000.00
11	PAR Course	1	LS	\$50,767.00	\$30,000.00	\$40,000.00	\$38,200.00	\$48,500.00	\$35,155.00
12	Interpretive Sign	3	EA	\$2,876.00	\$3,000.00	\$2,500.00	\$4,700.00	\$4,135.00	\$4,200.00
13	Fishing Platform	1	LS	\$55,774.00	\$30,000.00	\$30,000.00	\$49,000.00	\$65,900.00	\$53,700.00
14	Decomposed Granite Pedestrian Path	9,450	SF	\$3.68	\$4.00	\$0.90	\$3.00	\$2.52	\$2.70
15	Amphitheater (1/2 size)	1	LS	\$16,542.00	\$10,000.00	\$25,000.00	\$24,000.00	\$8,300.00	\$17,500.00
16	River Access Steps	18	LF	\$340.00	\$100.00	\$200.00	\$150.00	\$190.00	\$200.00
17	Byway Sign	2	EA	\$550.00	\$600.00	\$600.00	\$1,200.00	\$480.00	\$1,625.00
18	Boulder, 3-Ft Height (min) at	10	EA	\$492.00	\$600.00	\$400.00	\$300.00	\$123.00	\$355.00
19	Temporary Traffic Control	1	LS	\$2,608.00	\$5,000.00	\$2,500.00	\$2,800.00	\$4,080.00	\$4,000.00
20	Trees	6	EA	\$595.00	\$2,000.00	\$500.00	\$400.00	\$118.50	\$525.00
21	Shrubs	55	EA	\$73.00	\$40.00	\$60.00	\$100.00	\$12.00	\$85.00
22	Construction Control Stakes	1	LS	\$2,800.00	\$5,000.00	\$8,000.00	\$6,000.00	\$7,650.00	\$3,850.00
<b>BID ALTERNATE A</b>									
A.1	Trash Receptacle	1	EA	\$2,350.00	\$3,500.00	\$1,000.00	\$3,250.00	\$4,980.00	\$3,900.00
A.2	Picnic Table	4	EA	\$6,618.00	\$6,000.00	\$6,000.00	\$8,100.00	\$6,000.00	\$7,200.00
A.3	Interpretive Sign	3	EA	\$2,876.00	\$3,000.00	\$2,500.00	\$4,700.00	\$4,135.00	\$4,200.00
A.4	Bike Rack	1	EA	\$1,156.00	\$2,000.00	\$1,100.00	\$2,200.00	\$850.00	\$2,975.00
A.5	Redwood Header	656	LF	\$16.00	\$20.00	\$10.00	\$15.00	\$14.00	\$16.00
A.6	Upgrade Base Bid Item #18 from Boulder to Pipe Bollard	10	EA	\$790.00	\$600.00	\$500.00	\$750.00	\$600.00	\$545.00
<b>BID ALTERNATE B</b>									
B.1	Amphitheater (1/2 size)	1	LS	\$16,542.00	\$10,000.00	\$20,000.00	\$20,000.00	\$8,300.00	\$15,500.00
<b>BID ALTERNATE C</b>									
C.1	Riparian Interaction Area	1	LS	\$1,957.00	\$4,000.00	\$20,000.00	\$4,500.00	\$2,800.00	\$4,825.00
<b>BID ALTERNATE D</b>									
D.1	Temporary Irrigation	1	LS	\$10,534.00	\$20,000.00	\$8,000.00	\$11,000.00	\$12,700.00	\$21,000.00
<b>BIDDER'S GRAND TOTAL:</b>				<b>\$423,425.00</b>	<b>\$343,662.00</b>	<b>\$341,571.00</b>	<b>\$387,929.00</b>	<b>\$385,412.00</b>	<b>\$422,668.00</b>

**AGREEMENT BETWEEN THE COUNTY OF MONO  
AND SIERRA VIEW EQUIPMENT INC. FOR  
MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT**

Project No. R81740-0

**WHEREAS**, the County of Mono, a political subdivision of the State of California (hereinafter referred to as “the County”), may have the need for the services of Sierra View Equipment Inc., of Minden, NV (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**

This Agreement includes and is subject to the provisions of the Bid & Contract Documents, including the Project Manual as well as the Caltrans Standard Specifications (2010) and the Caltrans Standard Plans (2010) issued by the California Department of Transportation, as they may have been amended for County’s use, which documents are referenced and incorporated herein.

Contractor shall furnish the services, perform the work, and provide the associated materials and equipment for the County described in the Scope of Work (Attachment A), attached hereto and by reference incorporated herein. Requests by the County to Contractor to perform under this Agreement shall be made by the Director of the Mono County Department of Public Works, or an authorized representative thereof. Requests to Contractor for services and work to be performed under this Agreement shall be based upon the County’s need for such services or work.

Services and work provided at the County’s request by Contractor 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 to which reference is made in this Agreement the General Conditions attached hereto as Attachment B, and by reference incorporated herein.

**2. TERM**

The term of this Agreement shall be from **December 9, 2014 through August 31, 2015**, unless sooner terminated as provided below.

**3. CONSIDERATION**

A. Compensation.

The County shall pay Contractor in accordance with the “Schedule of Fees” (set forth in Attachment A,) for the services and work described in the Scope of Work (also set forth in Attachment A) which are performed by Contractor at the County’s request.

B. Travel and Per Diem.

Unless otherwise agreed by the parties, Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by the County under this Agreement.

C. No Additional Consideration.

Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from the County any additional consideration, compensation, salary, wages, or other type of remuneration for services or work 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 **\$341,571** (hereinafter referred to as "contract limit"). The 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, on a monthly basis, an itemized statement of all services and work described in the Scope of Work, which were done at the County's request. The statement will cover the period from the first day of the preceding month through and including the last day of the preceding month. All statements submitted in request for payment shall 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. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement minus the required retention as described below. Should the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

F. Retention.

County shall retain five percent (5%) of each progress payment made pursuant to this agreement and shall withhold 5 percent of the contract price until final completion and acceptance of the project. However, at any time after 50 percent of the work has been completed, if the Board of Supervisors finds that satisfactory progress is being made, it may make any of the remaining progress payments in full for actual work completed.

G. Federal and State Taxes.

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

(2) The County shall withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one-thousand fifteen hundred dollars (\$1,500.00).

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

(4) The total amounts paid by the 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 State Franchise Tax Board.

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

Upon the issuance of a "Notice to Proceed," Contractor's obligation is to perform, in a timely manner, those services and work identified in the Scope of Work 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, in arranging its own schedule, will coordinate with the County to ensure that all services and work requested by the County under this Agreement will be performed within the time frame set forth by the County.

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

Contractor must be properly licensed as a contractor from contract award through Contract acceptance as set forth in Public Contract Code section 10164.

Any additional licenses, certificates, or permits required by the federal, state, County, or municipal governments for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, contractor's licenses, 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 the County, upon request, 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 the County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, the County reserves the right to make such determinations for purposes of this Agreement.

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

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services, and telephone service as is necessary for Contractor to provide the services and work identified in Attachment A to this Agreement. The County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. 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 the County.**

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

## 8. WORKERS' COMPENSATION

Contractor shall provide workers' compensation insurance coverage, in the legally required amount, for all Contractor's employees utilized in providing services and work pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Contractor has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Contractor, at the time of execution of this Agreement, will provide the County with evidence of the required workers' compensation insurance coverage.

## 9. PUBLIC WORK

### A. Determination.

The services and work to be provided by Contractor under this Agreement constitute a public work within the meaning of California Labor Code Sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those services and work requested by the County as described in Attachment A of this Agreement. California Labor Code Section 1771 is incorporated herein by this reference, and a copy of that Section is attached to this Agreement as a part of Attachment C.

### B. Prevailing Wage Rate.

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of those services and work under this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request.

### C. Apprentices.

Pursuant to Section 1777.5 of the California Labor Code, properly registered apprentices performing services and work that constitute a public work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. California Labor Code Section 1777.5 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment C.

### D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to Section 1775 of the California Labor Code, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a public work, as determined by the Director, for the work or craft for which the worker is employed in the performance of services and work provided under this Agreement, except as provided by subdivision (b) of Section 1775 of the California Labor Code. California Labor Code Section 1775 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment C.

### E. Payroll Records.

Pursuant to Section 1776 of the California Labor Code, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in

connection with the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement.

F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment C.

G. Posting of Prevailing Wages at Job Site.

Pursuant to California Labor Code Section 1773.2, Contractor shall post at each job site in connection with this Agreement a copy of the Director's determination of the general prevailing rate of per diem wages for each classification of worker required in the execution of those services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work.

H. Hours.

Pursuant to Section 1810 of the California Labor Code, the time of service of any worker employed by Contractor, or by any subcontractor under him, in the performance of services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work, is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as otherwise provided by the California Labor Code.

I. Overtime.

Pursuant to California Labor Code Section 1815, the performance of services and work, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work by employees of Contractor, or employees of any subcontractor under him, in excess of eight hours per calendar day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per calendar day at not less than one and one-half (1½) times the basic rate of pay. California Labor Code Section 1815 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment C.

J. Records of Hours.

Contractor, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards Enforcement as required by Labor Code Section 1812.

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code Section 1813, Contractor, and any subcontractors under him, shall, as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective contractor or subcontractor in the execution of the services and work requested by the County that constitute a public work, as described in the Scope of Work (Attachment A) of this Agreement, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code. California Labor Code Section 1813 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment C.

## 10. INSURANCE

### A. General Liability.

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

### B. Business Vehicle.

Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of one million dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor-owned, non-owned, and hired vehicles employed by the Contractor in the performance of the services and work requested by the County, as described in the Scope of Work Letters issued pursuant to this Agreement. A certificate of insurance shall be provided to the County by Contractor prior to commencing any work under this Agreement. The policy shall maintain a provision prohibiting the cancellation or modification of said policy except upon 30 days' prior written notice to the County.

### C. Pollution Liability

Contractor shall purchase and thereafter maintain Pollution Liability insurance of not less than one million dollars (\$1,000,000) each occurrence/two million dollars (\$2,000,000) policy aggregate covering liability arising from the sudden and accidental release of pollution.

### D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions shall be declared by Contractor and must be approved by the County prior to Contractor commencing services and work requested by the County under this Agreement. If possible, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the County, its officials, officers, employees, and volunteers, or Contractor shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

### E. Subcontractors.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for Contractor.

### F. Unemployment, Disability, and Liability Insurance

Contractor shall maintain, if so required by law, unemployment, disability and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor in performing work associated with this Agreement.

### G. Contractor's Insurance Coverage Shall be Primary

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects to the County, its officers, officials, employees, and volunteers. Any insurance or

self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

## 11. BOND REQUIREMENTS

Contractor shall furnish and maintain in effect the following bonds: 1) a labor and materials payment bond in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price; and, 3) upon project completion and acceptance by the County, a one-year warranty bond in an amount equal to ten percent (10%) of the contract price. The bonds shall comply with the requirements of California Civil Code Section 9554 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. Sample bond forms, acceptable to the County Counsel, are attached to this Agreement and may be utilized by the Contractor. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by the County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement.

## 12. STATUS OF CONTRACTOR

All acts of Contractor, its subcontractors, agents, officers, and employees, relating to the performance of this Agreement, shall be performed by independent contractors, and not as agents, officers, or employees of the County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A of this Agreement. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and the 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 (unless otherwise specified herein) 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 the County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to the 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 the County.

## 13. DEFENSE AND INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the 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, employees, or subcontractors. 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 cost which is caused in whole or in part by any act or omission of Contractor, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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.

#### **14. RECORDS, AUDIT, AND INSPECTION OF SITE**

##### A. Records.

Contractor shall prepare and maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement and any other records required by the various provisions of this Agreement, and federal, state, County, and municipal law, ordinances, regulations, and directions ("Records"). Contractor shall maintain these records for a minimum of four years from the date of final payment under this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

##### B. Inspections and Audits.

Any authorized representative of the state, State Auditor, County, , or any duly authorized representative of the Federal Government shall have access to the Records for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period the Records are to be maintained by Contractor. Further, the County, the state, and the shall have the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

#### **15. NON-DISCRIMINATION**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate, harass, or allow harassment 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, ancestry, national origin, physical disability, medical condition, marital status, age, sexual orientation, sex, and denial of family care leave. Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations, which regulations are hereby incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

#### **16. TERMINATION**

Any termination of the Agreement shall be in accordance with and as set forth in Section 7 of the General Conditions attached to this Agreement and incorporated by reference..

#### **17. ASSIGNMENT**

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

**18. DEFAULT**

If Contractor abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare Contractor in default and terminate this Agreement upon five days' written notice to Contractor. Upon such termination by default, the County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination. Contractor's attention is further directed to provisions related to liquidated damages for untimely performance set forth in Exhibit B to this Agreement.

**19. WAIVER OF DEFAULT**

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

**20. CONFIDENTIALITY**

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

**21. 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. Contractor agrees to complete and file a conflict of interest statement.

Contractor shall disclose any financial, business, or other relationship with County that may have an impact on the outcome of this Agreement, or any ensuing County construction project. Contractor shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing County construction project, which may follow.

**22. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion: to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

**23. 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.

**24. 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.

## **25. FUNDING LIMITATION**

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, the County has the option to terminate, reduce, or modify this Agreement, or any of its terms within 10 days of its notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph 28 below.

## **26. VENUE**

This Agreement shall be governed under the laws of the State of California and venue for any litigation under this Agreement shall be the County of Mono, State of California.

## **27. ASSIGNMENT OF CLAIMS**

Pursuant to Public Contract Code section 7103.5, Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgment by the parties.

## **28. EXCAVATIONS OR TRENCHING EXCEEDING FOUR FEET**

Contractor shall promptly, and before the following conditions are disturbed, notify the County, in writing, of any:

- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

Upon receipt of notice from Contractor as provided above, County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this Agreement.

In the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between Contractor and County.

**29. AMENDMENT**

This Agreement may be extended, 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.

**30. NOTICE**

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

County of Mono:  
Department of Public Works  
Post Office Box 457  
Bridgeport, California 93517

Contractor:  
Sierra View Equipment Inc.  
Post Office Box 1486  
Minden, NV 89423

**31. ENTIRE AGREEMENT**

This Agreement and its attachments contain 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.

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.**

**COUNTY OF MONO:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Administrative Officer  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm: Sierra View Equipment Inc.  
Date: \_\_\_\_\_  
Tax ID: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel Date

APPROVED AS TO INSURANCE AND RISK

\_\_\_\_\_  
Risk Manager Date

**ATTACHMENT A**

**AGREEMENT BETWEEN THE COUNTY OF MONO  
AND SIERRA VIEW EQUIPMENT INC. FOR  
MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT**

**TERM:**

**FROM: December 9, 2014**

**TO: August 31, 2015**

**SCOPE OF WORK:**

The County has selected and the Contractor shall construct project bid items **1 through 22 (the base project) and Alternates A, B, C, and D**. The work to be done generally consists of the following:

The major work items of this Project are: clearing and grubbing, tree removal, demolition of existing improvements, excavation and fill, construction of gravel paths, gravel road improvement, ADA parking and access, concrete work, temporary and permanent soil stabilization measures, temporary irrigation system, planting, installation of site amenities including picnic tables, timber fishing platform, amphitheater, riparian interaction area, river access, PAR course, signage, trash containers and landscaping and other items or details not mentioned above that shall be performed, placed, constructed, or installed in accordance with Bid & Contract Documents, including the Project Manual and Project Plans and the Standard Specifications (2010) and the Standard Plans (2010) issued by the California Department of Transportation, as they may have been amended for County's use.

Tasks performed in completing the project shall follow generally-accepted practices for the construction industry and shall meet the minimum requirements and guidelines established by federal, state, and local agencies. Work tasks shall be coordinated with the Mono County Department of Public Works.

Note: This Agreement and Scope of Work includes and is subject to the provisions of the Contract Documents, including Project Manual, Project Plans, and the General Prevailing Wage Rates established by the California Department of Industrial Relations in effect on the date of this agreement, which documents are attached hereto and/or by reference incorporated herein.

**SCHEDULE OF FEES:**

See Bid Schedule, attached hereto and incorporated herein.

The total project cost shall not exceed **\$341,571**, unless otherwise authorized by the County in writing prior to Contractor incurring additional expenses. Upon the County's written approval, authorization to proceed and payment shall be made for any additional items or tasks not initially specified in the scope of work.

**WORK SCHEDULE:**

See Contract Documents, attached hereto and incorporated herein. Completion of site improvements shall be specified in a Notice of Completion filed in the Office of the County Recorder by Public Works.

**ATTACHMENT B**

**AGREEMENT BETWEEN THE COUNTY OF MONO  
AND SIERRA VIEW EQUIPMENT INC. FOR  
MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT**

**TERM:**

**FROM: December 9, 2014**

**TO: August 31, 2015**

**GENERAL CONDITIONS**

See General Conditions, attached hereto as Attachment B1 and incorporated by this reference.

**ATTACHMENT B1**

## General Provisions

**SECTION 1. GENERAL****1.1 ORDER OF PRECEDENCE OF DOCUMENTS.**

In case of conflict between the Project Plans, Technical Specifications, California Department of Transportation (Caltrans) Standard Plans and Specifications dated 2010 (the "Standard Specifications") or other portions of the Contract Documents, including the Invitation for Bids, Instructions to Bidders, the Agreement and all its attachments, the County shall determine which provision takes precedence and will be used in lieu of such conflicting portions.

**1.2 DEFINITIONS AND TERMS.**

Where the following terms are used in the Contract Documents, or in any documents or other instruments pertaining to construction where these General Conditions govern, the intent and meaning shall be interpreted as identified in the Standard Specifications and as follows:

- A. **ADMITTED SURETY INSURER (or, SURETY):** A corporate insurer or inter-insurance exchange to which the State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the Insurance Code.
- B. **AWARD:** The acceptance by the County of the successful bidder's proposal.
- C. **CALENDAR DAY:** Unless otherwise specified, days or calendar days means each and every day shown on the calendar, Saturdays, Sundays, and holidays included.
- D. **CHANGE ORDER:** A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.
- E. **CONTRACT (or, CONTRACT DOCUMENTS):** The written and executed agreement between the County and the Contractor covering the work to be performed. The Contract Documents consist of all attachments to the agreement, as well as all documents incorporated by reference including, but not limited to, the Agreement, Performance Bond, Labor and Materials Payment Bond, any required insurance certificates, the Project Manual, any addenda issued to bidders, the Project Plans, these General Conditions, the Technical Specifications, Caltrans Standard Plans and Specifications dated 2010, and QAP Plan (if applicable).
- F. **CONTRACTOR:** The business entity entering into a contract with the County of Mono for the performance of the work.
- G. **CONTRACT ITEM (or, PAY ITEM):** A specific unit of work for which a price is provided in the Contract.
- H. **CONTRACT TIME:** The number of calendar days or working days, stated in the Contract Documents allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
- I. **COUNTY:** The County of Mono, a political subdivision of the State of California.

- J. **DEPARTMENT:** The Mono County Department of Public Works, except where Department of Transportation publications and offices are cited, whereupon such citations are to remain as written and refer to the State of California, Department of Transportation.
- K. **ENGINEER:** The individual, partnership, firm, or corporation duly authorized by the County to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.
- L. **EQUIPMENT:** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.
- M. **EXTRA WORK:** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.
- N. **INSPECTOR:** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- O. **LABORATORY:** The laboratory or laboratories authorized by the Department to test materials and work involved in the contract.
- P. **LIQUIDATED DAMAGES:** The daily amount set forth in the contract to be deducted from the contract price to cover additional costs incurred by the County because of the contractor's failure to complete the contract work within the number of calendar days or workdays specified.
- Q. **NOTICE TO PROCEED:** A written notice from the Department to the Contractor to begin the actual contract work on the Project. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- R. **PROJECT:** The construction, installation, placement, alteration, or repair of any improvement of any kind, which is required directly or indirectly by the contract.
- S. **SPECIFICATIONS:** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if physically included in the contract.
- T. **STANDARD PLANS:** Means the State of California Department of Transportation, 2010 edition of the Standard Plans
- U. **STANDARD SPECIFICATIONS:** Means the State of California Department of Transportation, 2010 edition of the Standard Specifications
- V. **SUPERINTENDENT:** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- W. **SURVEYOR:** The individual, partnership, firm, or corporation duly authorized by the County to be responsible for verifying placement of the work and acting directly or through an authorized representative.
- X. **UNEXCUSABLE DELAY:** a delay that does not entitle the Contractor to an adjustment of the Contract Sum and does not entitle the Contractor to an adjustment of the Contract Time.

- Y. **WORK:** The construction and services required by the Contract, whether completed in whole or partially completed, which includes all labor, materials, equipment, tools, supplies, tax, transportation, and services provided or to be provided by the Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.
- Z. **WORKING DAY:** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

## SECTION 2. PERFORMANCE OF WORK

### 2.1 SITE ACCESS, USE OF PREMISES, AND HOURS OF WORK.

- A. Work shall be limited to the hours between 7:00 am and 8:00 pm Monday through Saturday (no operations allowed on Sundays). Contractor shall keep noise levels of construction equipment to a minimum, using sound muffling devices in accordance with prevailing requirements. Site preparation and construction shall be conducted so as to minimize excessive noise, dust, debris and disturbance to neighbors within 500 feet.
- B. The site shall remain accessible to the public throughout construction. Temporary closures of portions of the site are allowed to facilitate construction but such closures shall be limited to the extent possible.
- C. Unless otherwise provided, the Contractor accepts full control of any vehicles, equipment, material, or other property delivered to the site in the performance of services and work for the Project. The Contractor is solely responsible for ensuring the security and protection of such vehicles, equipment, materials, property, and Work. The County accepts no responsibility for the security, safety, or liability of said vehicles, equipment, material, property, or, until final acceptance, the Work. The Contractor understands that the project site is a public area and, as such, there may be vandalism or obstructions, protrusions, and undesirable materials on and under the ground surface that may result in damage to the Contractor's vehicles, equipment, materials, project work, or other property.
- D. Authorized representatives or agents of the Engineer and County, state, or federal government shall have the right to enter the project site at any time during execution of the Work for any purpose that will not unreasonably interfere with the Contractor's use, including, but not limited to, the conduct of its own business, facility inspection, or inspection to ensure compliance with the terms and conditions of the Project.
- E. 24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the County's Construction Manager and the Mono County Sheriff's Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.

F. Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall deliver written notice to all adjoining residents, businesses, tenants and other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor’s superintendent and of the County’s Construction Manager. A follow up notice shall be distributed two days prior to the construction activity. Copies of all notices shall be provided to the Engineer for approval five working days prior to the desired distribution date.

In addition to adjoining residents, businesses and tenants, the Contractor shall provide Advance Public Notice and coordinate the work with the following parties.

Mono County Sheriff’s Department      760-932-7549

Mono County Fire/Rescue Department 760-932-9813

**2.2 OTHER PROJECTS.**

The Contractor is advised that other projects may be taking place at the site at the same time as this Project. The Contractor will make every effort to coordinate his work with that of other contractors.

**2.3 PROTECTION OF PROPERTY.**

Attention is directed to Section 5-1.36, “Property and Facility Preservation,” of the Standard Specifications. The Contractor shall take all reasonable precautions to preserve and protect all on-site and surrounding public and private property to prevent damage of all kinds to existing structures, signs, fences, gates, roads, drainage facilities, monitoring wells, equipment, and the environment arising from the execution of this Contract, unless otherwise called for on Project Plans or in these General Conditions. In addition, the Contractor shall be responsible for the preservation and protection of all land monuments and property markers.

In addition to its obligations pursuant to the Agreement to defend, indemnify, and hold the County harmless, the Contractor shall replace, repair, and/or be responsible for any damage or injury to property of any character during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in the Contractor’s manner or method of executing the Work, or at any time due to defective work or materials, and said responsibility shall not be released until the Project is completed and accepted. Repairs or replacement required as a result of such damage shall be performed to the County’s satisfaction and at no additional cost to the County.

It is the Contractor’s responsibility to identify and document any property or site damage that exists prior to the start of construction. If undocumented damage is discovered by the County that could have been caused as a result of the Contractor’s presence, it will be the Contractor’s responsibility to repair the damage to the County’s satisfaction without cost to the County. If the Contractor does not repair the damage to the County’s satisfaction, the County has the right, after 48 hours of written notification, to repair the damage and charge the Contractor for all expenses associated with the repair.

The Contractor shall be responsible for the safety of all persons at or near the project site as it pertains to the Project. The Contractor shall provide signage, temporary protective fencing, or covering over any open trenching, excavation, or other hazardous situation arising from the execution of the Work, to keep out unauthorized persons, at no additional cost to the County.

## **2.4 ENVIRONMENTAL PROTECTION.**

The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. All necessary precautions shall be taken to prevent pollution of streams, drainage channels, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. Any fuel or lubricants stored on-site shall be in appropriate and secure containers provided with secondary containment.

## **2.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.**

Should the Contractor encounter materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and immediately report the condition to the Engineer in writing.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances, including any exploratory work to identify and determine the extent of such asbestos or hazardous substance, will be performed by separate contract.

## **2.6 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.**

Should the Contractor encounter, during its operations, any building, part of a building, structure, or object which is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor to either resume its operations or to suspend operations as directed.

Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order or supplemental agreement).

# **SECTION 3. ACKNOWLEDGEMENTS, DISCLOSURES, CERTIFICATIONS AND AFFIDAVITS**

## **3.1 APPLICABILITY TO SUBCONTRACTORS**

The certification and disclosure of lobbying activities forms provided in the Project Manual shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

## **3.2 QUARTERLY DISCLOSURES**

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or

(3) A change in the officer(s), employees(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

## SECTION 4. SUBCONTRACTORS

### 4.1 SUBCONTRACTING.

No subcontract releases the Contractor from the contract or relieves the Contractor of its responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code § 4100 et seq., the County of Mono may exercise the remedies provided under Public Contract Code § 4110. The County of Mono may refer the violation to the Contractors State License Board as provided under Public Contract Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the Agreement and all contract documents.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

The Contractor shall submit copies of subcontracts upon request by the Engineer. Before subcontracted work starts, the Contractor shall submit a Subcontracting Request form to the Engineer. The Contractor shall not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>

Upon request by the Engineer, the Contractor shall immediately remove and not again use a subcontractor who fails to prosecute the Work satisfactorily.

Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

### 4.2 PERFORMANCE OF SUBCONTRACTORS

The bid shall list the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

### 4.3 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.

A prime contractor or subcontractor shall pay any subcontractor not later than 7 days from receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of

payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**4.4 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.**

Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the County's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**SECTION 5. PROJECT IMPLEMENTATION**

**5.1 PRE-CONSTRUCTION CONFERENCE.**

Prior to Contractor mobilization, a pre-construction conference will be held at a location, date, and time to be determined by the County for the purpose of discussing with the Contractor the scope of work, Project Plans, Technical Specifications, Special Provisions, existing conditions, coordination with disposal site operations, equipment and material storage locations, materials testing and construction quality assurance, and all essential matters pertaining to the prosecution of and the satisfactory completion of the Project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

**5.2 PROSECUTION AND PROGRESS.**

The Contractor shall submit a progress schedule for the Engineer's approval within 10 calendar days after the date of the Notice to Award. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the Work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with and within the time set forth in the Contract Documents.

If, in the sole judgment of the Engineer, the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the Work within the contract time and modify its operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

**5.3 ORDER OF WORK.**

The project site is located in a climate that can experience freezing temperatures throughout the year. While determination of the means, methods, techniques, sequences, and procedures of

construction are the responsibility of the Contractor, such sequencing and procedures must bear climatic conditions in mind. Work shall be scheduled and protected such that inclement weather does not damage the Work or result in a hazardous condition.

## **SECTION 6. PROJECT ADMINISTRATION**

### **6.1 GENERAL.**

Attention is directed to Section 4-1.05, "Changes and Extra Work," and applicable portions of Section 5, "Control of Work," Section 7, "Legal Relations and Responsibility to the Public," and Section 8, "Prosecution and Progress," of the Standard Specifications with respect to administration of this contract and the Project.

### **6.2 OMITTED ITEMS.**

The County may, if in its best interest, omit from the Work any Contract Item. Such omission shall not invalidate any other Contract provision or requirement. Should a Contract Item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such an item prior to the date of the order to omit such an item.

### **6.3 CONTRACTOR REPRESENTATION.**

The County will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented in person by either a qualified, competent Superintendent or by another designated, qualified, competent representative who is duly authorized to receive and execute orders of the Engineer. The Superintendent shall be satisfactory to the County and shall not be changed except with the express written consent of the County unless the Superintendent proves to be unsatisfactory to the Contractor or ceases to be in its employ.

All communications given to the Superintendent or other authorized representative shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. An authorized representative of the Contractor shall be available for emergency telephone communications from the County on a 24-hour, seven days per week basis during the performance of the Work.

### **6.4 CONTRACTOR PERSONNEL.**

The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her. The Contractor shall ensure that all workers have sufficient skill and experience necessary to properly perform the work assigned to them and that workmanship shall be of the best trade practice, regardless of the quality of materials. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. The Contractor shall provide, at all times, sufficient and competent labor to carry on the work properly and ensure completion of each part in accordance with the Project Plans, these General Conditions, the QAP Plan (if applicable), and the approved schedule.

An employee of the Contractor or subcontractor who is deemed by the County to be incompetent, disorderly, or otherwise objectionable shall be promptly removed by the Contractor and not reemployed on the Work.

### **6.5 METHODS AND EQUIPMENT.**

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents.

All equipment proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously-completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract Documents, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the Contract Documents.

#### **6.6 PARTIAL PAYMENTS.**

Unless otherwise agreed by the County, no partial payment will be made for any materials on hand which have been furnished but not incorporated into the work.

#### **6.7 FINAL ACCEPTANCE.**

Upon due notice from the Contractor of presumptive completion of the entire Project, the Engineer and County will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, such inspection shall constitute the final inspection. The County shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the County will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

The completion of the contract will be accepted and Notice of Completion recorded by the County only when the entire contract is completed satisfactorily to the County.

#### **6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.**

If for any reason the Contractor deems that it is due additional compensation for work or materials not clearly provided for in the Contract Documents or previously authorized as extra work, the Contractor shall notify the County in writing of its intention to claim such additional compensation 24 hours before beginning the work on which the claim is based. If such notification is not given or the County is not afforded a proper opportunity by the Contractor to keep strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 14 calendar days, submit its written claim to the County for consideration in accordance with local laws or ordinances. Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

#### **6.9 FORCE MAJEURE.**

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without

the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

**6.10 WARRANTY AND GUARANTEE.**

The Contractor warrants to the County that all materials furnished under this Contract shall be new unless otherwise specified and that all Work, including without limitation all materials, will be of good quality, free from faults and defects and in conformance with contract requirements. Any work not so conforming to these standards may be considered defective. The obligations of the Contractor in this subsection shall be in addition to, and not in limitation of, any obligations imposed upon it by those guarantees required by the contract or otherwise prescribed by law.

Neither the recordation of a Notice of Completion, nor the final certification or payment, nor any provision of the Contract or partial or entire use or occupancy of the premises by the County shall constitute an acceptance of the Work not performed in accordance with the Contract or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor agrees that all work and materials provided under this Contract are guaranteed for a period of one year against defects of any kind or nature and that any defective work or materials resulting from the Contractor's negligence will be repaired or replaced by the Contractor at its own expense immediately upon notification by the County. The Contractor shall furnish a warranty bond in the amount of 10 percent of the contract price as provided for and meeting the requirements specified in the Agreement. The warranty bond shall be furnished and approved prior to final payment and release and shall remain in effect for the duration of the guarantee period to insure the repair or replacement of defective work or materials. The one-year guarantee period shall commence on the day of recordation of the Notice of Completion.

The County will give notice of observed defects with reasonable promptness. The County is authorized to make such repairs and charge the Contractor the actual costs of such necessary labor and material, if, within 14 calendar days after mailing a notice in writing to the Contractor or its agent, the Contractor neglects to make or undertake with due diligence the aforesaid repairs; provided, however, that in the case of an emergency where, in the opinion of the County, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

If after installation and acceptance, the Work provided for under this Contract proves to be unsatisfactory to the County, the County shall have the right to use the Work until it can, without damage to the County, be taken out of service for correction or replacement. Such period of use of the defective Work pending correction or replacement shall in no way decrease the guarantee period.

Nothing in this section shall be construed to limit, relieve or release the Contractor's, subcontractor's, and supplier's liability to the County for damages sustained as the result of latent defects in the Work caused by the negligence of their respective agents, employees or subcontractors.

## SECTION 7: TERMINATION

### 7.1 TERMINATION BY CONTRACTOR.

Subject to below Section 7.2, below, the Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:

1. Provided that County has not commenced reasonable action to remove any order of a court within the 90 day period, the Work is stopped for 90 consecutive days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
2. The County fails to perform any material obligation under the Contract Documents and fails to cure such default within 30 days, or County has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from Contractor stating the nature of such default(s).

Upon occurrence of one of the events listed above, the Contractor may, upon 10 days additional notice to County and Engineer, and provided that the condition giving rise to Contractor's right to terminate is continuing, terminate the Contract.

Upon termination by Contractor, County will pay to Contractor the sum determined by Section 7.3 of these General Conditions. Such payment will be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Contractor pursuant to this section; and Contractor will be entitled to no other compensation or damages and expressly waives the same.

### 7.2 TERMINATION BY COUNTY FOR CAUSE.

The County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause at any time after the occurrence of any of the following events:

1. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
2. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
3. A receiver is appointed to take charge of Contractor's property.
4. The commencement or completion of any Work activity on the critical path is more than 6 days behind the date set forth in the Contract Schedule for such Work activity as a result of an Inexcusable Delay.
5. Contractor abandons the Work.

Upon the occurrence of any of the following events and subject to the clause entitled "Force Majeure", the County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause if the Contractor fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from the County, or within such longer period of time as is reasonably necessary to complete such cure:

1. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.

2. Contractor fails to make prompt payment of amounts properly due Subcontractors after receiving payment from County.
3. Contractor disregards Applicable Code Requirements.
4. Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
5. Contractor is in default of any other material obligation under the Contract Documents.
6. Contractor persistently or materially fails to comply with applicable safety requirements.

Upon any of the occurrences referred to above the County may, at its election and by notice to the Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method County may deem expedient. If requested by County, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Contractor fails to do so, County may remove or store, and after 90 days sell, any of the same at Contractor's expense.

If the Contract or Contractor's right to perform is terminated by the County as provided in this section, the Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by County.

If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for County staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to County.

No termination or action taken by the County after termination shall prejudice any other rights or remedies of the County provided by law or by the Contract Documents upon such termination; and the County may proceed against the Contractor to recover all losses suffered by County.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

### **7.3 TERMINATION BY COUNTY FOR CONVENIENCE.**

The County may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of the Contractor, the County shall pay the Contractor in accordance with this Section, below.

Upon receipt of notice of termination under this Section 7.3, Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to

the extent they relate to the performance of the discontinued portion of the Work.

4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

Upon such termination, the obligations of the Contract shall continue as the portion of Work already performed and, subject to Contractors obligations under Section 7.2 above, as to bona fide obligations assumed by the Contractor prior to the date of termination. However, termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

Section 8-1.14E, "Payment Adjustment for Termination," of the Standard Specifications is replaced in its entirety by the following language:

"Upon such termination, the County shall pay to Contractor the sum of the following:

1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
2. Plus previously unpaid costs of any items delivered to the Project Site that were fabricated for subsequent incorporation in the Work.
3. Plus any proven losses with respect to materials and equipment directly resulting from such termination.
4. Plus reasonable demobilization costs.
5. Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which the Contractor is entitled in the event of termination of the Contract by the County pursuant to this Section 7.3; and the Contractor will be entitled to no other compensation or damages and expressly waives same."

## **SECTION 8. MATERIALS**

### **8.1 MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.**

Wherever, in the Contract Documents, a particular brand or make of item is specified, the Contractor shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item. This requirement shall be met with respect to the specifications and recommendations of the manufacturer of an "or equal" item approved by the Engineer and installed or applied by Contractor.

### **8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.**

Where American Society for Testing Materials (ASTM) or other specifications or standards are mentioned, it shall be understood that the materials or methods mentioned therewith shall conform to all requirements of the same that are in effect on the date of bid submission.

Where the trade name of a product or the name of a product or the name of a manufacturer appears, it shall be understood to specify the product so identified or its "Approved Equal." The words "Or Equal" or "Approved Equal" shall mean equal in the opinion of, and approval by, the Engineer. Any substitutions for products or manufacturers mentioned in the Contract Documents shall be submitted by the Contractor to the County for approval within 14 calendar days following the Award of Contract.

### **8.3 STORAGE OF MATERIALS.**

Materials shall be stored as to assure the preservation of their quality and fitness for the Work. Stored materials, even if approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the County and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the County. Private property shall not be used for storage purposes without written permission of the owner or lessee of the property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the County a copy of the owner's or lessee's permission. All storage sites on private or County property shall be restored to their original condition by the Contractor at its entire expense, except as otherwise agreed to in writing by the County.

## **SECTION 9. CONSTRUCTION DETAILS**

### **9.1 ORDER OF WORK.**

The location where Project improvements are to be constructed will be exposed to public traffic. The Contractor shall conduct operations so that conditions do not exist that would create a nuisance, hazard, or other damage. Appropriate safety measures, warning devices and protective devices shall be implemented to protect all workers, the traveling public, and the work.

### **9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.**

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements of the State and local Health Department, or of other bodies or tribunals having jurisdiction.

Attention is directed to federal, State, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to that worker's health or safety.

The Engineer and County shall have no responsibility for job site safety. The Contractor and his subcontractors must execute their daily work in accordance with the requirements of the latest edition of the Occupational Safety and Health Administration (OSHA) regulations, rules, and orders.

### **9.3 CONSTRUCTION SITE NUISANCE.**

The Contractor shall maintain preventative controls of blowing dust, noise, and other nuisances from construction work. No dogs or other animals are allowed within the project limits.

### **9.4 PUBLIC CONVENIENCE AND SAFETY.**

The Contractor shall provide temporary protective fencing, barriers, and/or covering over any open trenching or excavation arising from the execution of this Contract, to keep out unauthorized persons, at no additional cost to the County. The cost for providing signage, barriers, or any other items associated with public convenience and safety shall be the sole responsibility of the Contractor and no additional payment will be allowed therefor.

**9.5 HIGHWAY CONSTRUCTION EQUIPMENT.**

Attention is directed to Section 591 of the Vehicle Code and Sections 7-1.01D, "Vehicle Code," and 7-1.02, "Load Limitations," of the Standard Specifications. The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

**9.6 PERMITS.**

The Contractor shall give all notices as required and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Project Plans and Technical Specifications are at variance therewith, the Contractor shall notify the County promptly in writing, of any necessary changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the County, the Contractor shall bear all costs arising therefrom. Copies of permits shall be furnished to the County.

**9.7 CONSTRUCTION LAYOUT AND STAKES.**

The Contractor shall engage the services of a State of California licensed Professional Land Surveyor to perform construction layout. All staking on the project shall be performed by, or under, the direct supervision of a Professional Land Surveyor. The Contractor will be responsible for establishing and maintaining all survey controls and other layout that may be required for construction of the work.

**9.8 TESTING.**

Aside from materials testing and certifications required from the Contractor in the Technical Specifications, Standard Specifications, and these General Conditions, the County will provide testing services for installed work.

**9.9 CONTRACTOR QUALITY CONTROL.**

The Contractor shall be responsible for the quality of all materials entering into the work and of the work performed. The County and Engineer shall establish, maintain, and modify if needed, a quality control system that will provide assurance that materials and completed work conform to contract requirements.

**9.10 INSPECTION OF THE WORK.**

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the County may be ordered removed and replaced at the Contractor's expense unless the County's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

**9.11 RETEST OF WORK.**

When, as provided for in the Contract Documents, the County or Contractor performs sampling and test of the work and the tests show a failure to meet the requirements of these General Conditions, the Project Plans, Technical Specifications, or Standard Specifications, the expense of re-testing, after re-working or substitution by the Contractor, will be at the expense of the Contractor, and such costs will be deducted from any amounts due to the Contractor.

**9.12 MAINTENANCE DURING CONSTRUCTION.**

The Contractor shall maintain the Work during construction and until the Work is accepted, or as otherwise required. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times. All costs of maintenance work before the project is accepted shall be included in the unit prices bid on the various Contract Items, and the Contractor will not be paid an additional amount for such work.

Should the Contractor at any time fail to maintain the work as provided herein, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists. Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the County to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the County shall be deducted from monies due or to become due the Contractor.

**SECTION 10. OPERATIONS AND SAFETY****10.1 TEMPORARY CONTRACTOR FACILITIES.**

At a minimum, the Contractor shall provide chemical toilets for use by contractor and subcontractor employees. Chemical toilets shall be regularly serviced to maintain a clean and odorless facility.

The Contractor's storage area shall be determined at the pre-construction conference. The Contractor shall secure at his own expense any area required for storage of equipment or materials, or for other supplies.

The County will not be responsible for providing telephone, electrical, water, sewer, or any other temporary utility for use by the Contractor.

The Contractor shall remove all equipment, materials, and rubbish from the work areas which it occupies and shall leave the areas in a clean, safe and presentable condition.

**10.2 BORROW, DISPOSAL AND MATERIAL SITES.**

The operation of any borrow or disposal sites used by the Contractor to produce or dispose of materials for this project shall comply with the requirements of the contract documents. All provisions for water pollution, air pollution, and sound control that apply within the limits of the contract shall apply to all borrow or disposal sites utilized by the Contractor.

Full compensation for complying with the requirements for borrow, disposal and material sites in this section shall be considered as included in the contract prices paid for the items of work which require the use of the sites and no additional compensation will be allowed therefor.

**10.3 WATER SUPPLY.**

The Contractor is responsible for making its own arrangements to obtain an adequate supply of water required for the proper construction and maintenance of this project in accordance with the contract documents. The Contractor shall be responsible for all costs associated with obtaining construction water. If the Contractor uses non-potable water on the project, the sources and discharge of non-potable water shall meet the California Department of Health Services water reclamation criteria and the requirements of the Lahontan Regional Water Quality Control Board.

If used, non-potable water shall not be conveyed in tanks or drain pipes which will be used to convey potable water. There shall be no connection between non-potable water supplies and potable water supplies. Non-potable water supply, tanks, pipes, and other conveyances of non-potable water shall be labeled, "NON-POTABLE WATER—DO NOT DRINK."

Full compensation for developing a water supply, loading, and transporting water, labeling as specified, and dust control and moisture-conditioning on the project site shall be considered included in the prices paid for the various Contract Items of work involving the use of water and no additional compensation will be allowed therefor.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of Section 18, "Dust Palliative," of the Standard Specifications shall be used to control dust on this project. No direct payment shall be made for dust palliative. Payment for dust palliative shall be included in the cost of other work.

**10.4 EXISTING FACILITIES.**

The Contractor shall be responsible for protecting all existing structures and facilities from damage as a result of the Contractor's activities. Any damage resulting from the Contractor's operations shall be repaired immediately, at the Contractor's expense.

**SECTION 11. PROGRESS MEETINGS****11.1 WEEKLY PROGRESS MEETINGS.**

The Engineer will conduct Progress Meetings at regularly scheduled times convenient for all parties involved. Progress Meetings are in addition to specific meetings held for other purposes, such as coordination meetings. Discussions will address administrative and technical issues of concern, determining resolutions, and development of deadlines for resolution within allowable time frames.

**11.2 ATTENDEES.**

As may be required by the Engineer, in addition to representatives of Mono County and the Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by individuals directly involved with the Contract and authorized to conclude matters relating to progress.

## **SECTION 12: DIFFERING SITE CONDITIONS**

### **12.1 CONTRACTOR'S NOTIFICATION**

The Contractor shall promptly notify the County's Engineer if it finds either of the following conditions:

1. Physical conditions differing materially from either of the following:
  - Contract documents
  - Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

Contractor shall include details explaining the information it relied on and the material differences it discovered.

If Contractor fails to promptly notify the Engineer, it waives the differing site condition claim for the period between discovery of the differing site condition and notification to the Engineer.

If Contractor disturbs the site after discovery and before the Engineer's investigation, it waives the differing site condition claim.

### **12.2 ENGINEER'S INVESTIGATION AND DECISION**

Upon notification by the Contractor, the Engineer will investigate the job site conditions and:

1. Notify Contractor whether to resume affected work
2. Decide whether the condition differs materially and is cause for an adjustment of time, payment, or both.

## **SECTION 13: EXCAVATIONS AND TRENCHING**

### **13.1 WORKER PROTECTION PLAN**

As required by Labor Code Section 6705, prior to commencing excavation of any trench in excess of five feet in depth, Contractor shall submit for review and approval by the County Engineer, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The Plan shall be at least as effective as the protective system required by Construction Safety Orders issued by the California Division of Occupational Safety and Health.

### **13.2 REQUIRED NOTIFICATION AND RESPONSE**

Pursuant to Public Contract Code Section 7104, if Contractor undertakes the digging of a trench or other excavation that extends deeper than four feet below the surface Contractor shall promptly, and before the following conditions are disturbed, notify the Project Manager, in writing, of any:

(1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

In the event that notice is provided pursuant to the above, the County will promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

In the event that a dispute arises between the County and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

## **SECTION 14: WORK SCHEDULE AND LIQUIDATED DAMAGES**

### **14.1 BEGINNING OF WORK AND TIME OF COMPLETION**

The Contractor shall begin work on the date provided in the Notice to Proceed issued by the Public Works Director or his designee.

This work shall be diligently prosecuted to completion before the expiration of **60 WORKING DAYS** beginning on the date set forth in the Notice to Proceed.

### **14.2 LIQUIDATED DAMAGES**

The County expects the Contractor to perform its responsibilities and tasks as specified in these Contract Documents. The expectation is reasonable, within normally acceptable business practices, and in the best interest of the County and its residents. The Contractor acknowledges that the County, in entering this Agreement, has considered and relied on the Contractor's representations as to its ability and commitment to quality and timeliness of service; that the provision of reliable and timely services is of utmost importance to the County; and that the County will suffer damages if the Contractor fails to fulfill its obligations under the Contract. The Contractor acknowledges that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that the County will suffer and that liquidated or actual damages attach and will be payable from any funds due to the Contractor.

The liquidated damages described below, represent the projected financial loss and expenditures that may occur as a result of Contractor non-performance, including financial loss as a result of project delays. The County and Contractor agree that the liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good

faith effort by the County and Contractor to establish a reasonable estimate of the damages that will be incurred by the County in the circumstances described, considering all of the circumstances existing on the date of contract award, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient.

This provision for liquidated damages for delay shall in no manner affect the County's right to terminate the Contract or the Contractor's right to perform the Contract as provided elsewhere in the Contract Documents. The County's exercise of the right to terminate shall not release the Contractor from its obligation to pay said liquidated damages in the amount set out below.

The Contractor shall pay to the County the sum of **\$760 per day**, as liquidated damages, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual at page 12-20 available at [http://www.dot.ca.gov/hq/LocalPrograms/lam/prog\\_p/lapmcomplete-2-2012.pdf](http://www.dot.ca.gov/hq/LocalPrograms/lam/prog_p/lapmcomplete-2-2012.pdf).

### **14.3 BREACH**

If conditions of non-performance justifying the imposition of liquidated damages continue, they may amount to a material breach for which the County may pursue recovery of actual losses resulting from the Contractor's failure to perform, and the County expressly reserves this right.

The County shall notify the Contractor in writing, for any default specified herein, and such liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the County's notice. The Contractor's failure to pay the assessed liquidated damages within the designated time frame may be deemed by the County as a breach of contract.

## **SECTION 15. PROJECT CLOSEOUT**

### **15.1 RECORD DRAWINGS.**

The Contractor shall maintain a set of accurate record drawings during the course of the project. Any project work completed that varies from the plans as issued shall be legibly noted on the Record Drawings in red ink. Both text and line work shall be used to reflect the changes. At the completion of the project and prior to final payment, the record drawings shall be delivered to the County and, upon receipt, be maintained as the property of the County.

**ATTACHMENT C**

**AGREEMENT BETWEEN THE COUNTY OF MONO  
AND SIERRA VIEW EQUIPMENT INC. FOR  
MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT**

**TERM:**

**FROM: December 9, 2104**

**TO: August 31, 2015**

**CALIFORNIA LABOR CODE PROVISIONS**

Copies of referenced California Labor Code sections (1771, 1775, 1776, 1777.5, 1813, & 1815), presented as Attachment C1, are attached hereto and incorporated herein.

**ATTACHMENT C1****CALIFORNIA LABOR CODE:  
Sections 1771, 1775, 1776, 1777.5, 1813, and 1815****§ 1771. Payment of general prevailing rate**

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

**§ 1775. Penalties for violations**

- (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.
- (2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
- (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
  - (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
- (B) (i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
  - (iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the

Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

- (C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.
  - (D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.
  - (E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.
- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
  - (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
  - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

**§ 1776. Payroll records; retention; noncompliance; penalties; rules and regulations**

- (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
  - (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
  - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
  - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.
- (c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).
- (d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
- (e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.
- (f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

- (g) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- (h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.
- (i) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

**§ 1777.5. Employment of apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions**

- (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
- (b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
- (c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
  - (1) The apprenticeship standards and apprentice agreements under which he or she is training.
  - (2) The rules and regulations of the California Apprenticeship Council.
- (d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the

California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

- (e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.
- (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the

Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
  - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
  - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
  - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
- (m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
- (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
- (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
  - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
  - (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

**§ 1813. Forfeiture for violations; contract stipulation; report of violations**

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

**§ 1815. Overtime**

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay.

**ATTACHMENT D**

**AGREEMENT BETWEEN THE COUNTY OF MONO  
AND SIERRA VIEW EQUIPMENT INC. FOR  
MOUNAIN GATE PHASE 2 FISHING ACCESS PROJECT**

Project No. R81740-0

**TERM:**

**FROM: December 9, 2014**

**TO: August 31, 2015**

**SAMPLE BOND FORMS**

**See attached sample Faithful Performance Bond, Labor and Materials Payment Bond,  
and Maintenance-Warranty Bond**

COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS
SAMPLE PERFORMANCE BOND

Bond No. \_\_\_\_\_

WHEREAS, the County of Mono, acting by and through the Department of Public Works, has awarded to Contractor \_\_\_\_\_, hereafter designated as the "Contractor", a contract for the work described as follows:

[INSERT DESCRIPTION OF WORK, INCLUDING NAME OF CONTRACT OR CONTRACT #]

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Mono in the sum of \$ \_\_\_\_\_ dollars (\$ \_\_\_\_\_), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Mono, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

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

Contractor

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

Name of Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM: \_\_\_\_\_

Mono County Counsel

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City / County of \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_ before me \_\_\_\_\_, a notary public in and for the City / County of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the person whose name is

*(Attorney-in-fact)*

subscribed to this instrument and known to me to be the Attorney-in-fact of \_\_\_\_\_ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as Attorney-in-fact.

(SEAL)

\_\_\_\_\_  
Notary Public

COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS
SAMPLE PAYMENT BOND
(Sections 9000 et seq., Civil Code)

Bond No. \_\_\_\_\_

WHEREAS, The County of Mono, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor \_\_\_\_\_, hereafter designated as the "Principal", a contract for the work described as follows:

[INSERT DESCRIPTION OF WORK, INCLUDING NAME OF CONTRACT OR CONTRACT #]

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Dated: \_\_\_\_\_, 20 \_\_\_\_

Correspondence or claims relating to this bond should be sent to the surety at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Surety (SEAL)  
By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM: \_\_\_\_\_

Mono County Counsel

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of California

City / County of \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me \_\_\_\_\_,  
personally appeared \_\_\_\_\_, personally known to me  
(or proved to me

*(Attorney-in-fact)*

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the  
Attorney-in-fact of \_\_\_\_\_ and  
acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her  
own name as Attorney-in-fact.

COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS
SAMPLE WARRANTY BOND

Bond No. \_\_\_\_\_

KNOW ALL BY THESE PRESENTS that we, \_\_\_\_\_,
the Contractor in the contract hereto annexed, as Principal, and, \_\_\_\_\_
as Surety, are held and firmly bound unto the County of Mono in the sum of
\_\_\_\_\_ (\$ \_\_\_\_\_) lawful money of the United States, for which payment,
well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, Sealed, and Dated

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in
the contract for the work described herein, or its subcontractor, fails to maintain and remedy in a good
workmanlike manner the work of [INSERT DESCRIPTION OF WORK] such that it is free from
defects in materials and workmanship for a period of one year commencing on
\_\_\_\_\_ (the "Maintenance Period") and shall indemnify and save harmless the
County of Mono, its officers and agents, as stipulated in the contract, said Surety will pay for the same in
an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a
reasonable attorney's fee to be fixed by the court.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year
from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited
by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be
equal to the minimum period of limitation permitted by such law, and said period of limitation shall be
deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

Dated: \_\_\_\_\_, 20 \_\_\_\_

Correspondence or claims relating to this bond
should be sent to the surety at the following
address: \_\_\_\_\_

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

\_\_\_\_\_  
Mono County Counsel

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

City / County of \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me

(Attorney-in-fact)

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-fact of \_\_\_\_\_ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as Attorney-in-fact.

(SEAL)

\_\_\_\_\_  
Notary Public



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 9, 2014

**Departments: Public Works**

**TIME REQUIRED** 10 minutes (5 minute presentation; 5 minute discussion)

**PERSONS APPEARING BEFORE THE BOARD**

Garrett Higerd

**SUBJECT** Program Supplement Agreement for the Convict Lake Road Rehabilitation Project

### AGENDA DESCRIPTION:

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

The Convict Lake Road Rehabilitation Project will pulverize, repave, and widen 2.75 miles of Convict Lake Road from US 395 to the turn-around at the end of Convict Lake Road.

### RECOMMENDED ACTION:

Consider and potentially adopt proposed resolution #R14-\_\_\_\_\_, "A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No. 0M59 Rev. 000 to Administering Agency-State Master Agreement No. 00187S for the Convict Lake Road Rehabilitation Project."

### FISCAL IMPACT:

Total project cost is estimated at \$5,688,000. Federal Lands Access Program (FLAP) funds will contribute \$5,036,000 (88.53%) and the County is responsible for a local match up to \$652,000 (11.47%). Match funding was programmed in the 2014 State Transportation Improvement Program. Approval of the attached Resolution, along with execution of the Program Supplement, will authorize the State to disburse the appropriate funds necessary to reimburse the County for its match portion of costs related to the Convict Lake Road Rehabilitation Project (Environmental and Permits \$79,000 and Construction \$584,000).

**CONTACT NAME:** Garrett Higerd

**PHONE/EMAIL:** 760.924.1802 / ghigerd@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 and Exhibits](#)

---

History	Time	Who	Approval
	12/3/2014 2:35 PM	County Administrative Office	Yes
	12/3/2014 11:57 AM	County Counsel	Yes
	12/3/2014 11:33 AM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

---

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

**Date:** December 9, 2014  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Garrett Higerd, Assistant Public Works Director  
**Re:** Program Supplement Agreement for the Convict Lake Road Rehabilitation Project

**Recommended Action:**

Consider and potentially adopt proposed resolution "A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No. 0M59 Rev. 000 to Administering Agency-State Master Agreement No. 00187S for the Convict Lake Road Rehabilitation Project."

**Fiscal Impact:**

Total project cost is estimated at \$5,688,000. Federal Lands Access Program (FLAP) funds will contribute \$5,036,000 (88.53%) and the County is responsible for a local match up to \$652,000 (11.47%). Match funding was programmed in the 2014 State Transportation Improvement Program. Approval of the attached Resolution, along with execution of the Program Supplement, will authorize the State to disburse the appropriate funds necessary to reimburse the County for its match portion of costs related to the Convict Lake Road Rehabilitation Project (Environmental and Permits \$79,000 and Construction \$584,000).

**Background:**

The Convict Lake Road Rehabilitation Project will pulverize, repave, and widen 2.75 miles of Convict Lake Road from US 395 to the turn-around at the end of Convict Lake Road. The project is currently at the 70% design stage (Federal Highway Administration is the lead) and FLAP funding is available to construct the project during the 2015 construction season. In order to meet this aggressive schedule, the environmental documents (CEQA and NEPA) need to be completed in the next two months. The California Transportation Commission (CTC) approved match funding for the Environmental phase at their October 8, 2014 meeting. This schedule requires us to request, and the CTC to approve, construction match funds four months early.

The attached Program Supplement will provide the State with authorization to reimburse Mono County for the environmental phase of the Convict Lake Road Rehabilitation Project. The Program Supplement Agreement also allows for reimbursement for future phases of the project once Authorizations to Proceed are approved.

Please contact me at 760.924.1802 or by email at [ghigerd@mono.ca.gov](mailto:ghigerd@mono.ca.gov) if you have any questions regarding this matter.

Respectfully submitted,



Garrett Higerd, PE  
Assistant Public Works Director

Attachments: Exhibit 1 – Draft Resolution for the Program Supplement  
Exhibit 2 – Program Supplement No. 0M59 Rev. 000  
Exhibit 3 – Location Sketch for Convict Lake Road Rehabilitation Project



RESOLUTION NO. R14-

**A RESOLUTION OF THE  
MONO COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA,  
APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. 0M59 REV. 000  
TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 00187S  
FOR THE  
CONVICT LAKE ROAD REHABILITATION PROJECT**

**WHEREAS**, consistent with applicable sections of the California Streets and Highways Code and the State Transportation Improvement Program Guidelines, Mono County has been allocated State funds to be utilized for the rehabilitation of Convict Lake Road, and

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

**NOW THEREFORE BE IT RESOLVED**, that the Board of Supervisors has reviewed and hereby approves “Program Supplement No. 0M59 Rev. 000 to Administering Agency–State Master Agreement No. 00187S” concerning the Convict Lake Road Rehabilitation Project, and

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

**EXHIBIT 1**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**APPROVED AND ADOPTED** this 9<sup>th</sup> day of December 2014, by the following vote of the Board of Supervisors, County of Mono:

- AYES :**
- NOES :**
- ABSENT :**
- ABSTAIN :**

\_\_\_\_\_  
Larry K. Johnston, Chair  
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Bob Musil  
Clerk of the Board

\_\_\_\_\_  
County Counsel

## DEPARTMENT OF TRANSPORTATION

Division of Local Assistance  
1120 N STREET  
P.O. BOX 942874, MS# 1  
Sacramento, CA 94274-0001  
TTY 711  
(916) 654-3883  
Fax (916) 654-2408



November 24, 2014

File : 09-MNO-0-CR

RPL-5947(051)

Federal Lands Access Program  
(FLAP) project Convict Lake Road  
in Mono County

Mr. Garrett Higerd  
Senior Engineer  
Mono County  
P.O. Box 457  
Bridgeport, CA 93517

Attn: Mr. Garrett Higerd

Dear Mr. Higerd:

Enclosed are two originals of the Program Supplement Agreement No. 0M59 Rev. 000 to Administering Agency-State Master Agreement No. 00187S.

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

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 90 days from the receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. **ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT.** A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

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

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

Sincerely,

  
JOHN HOOLE, Chief  
Office of Project Implementation - South  
Division of Local Assistance

Enclosure

c: DLA AE Project Files  
(09) DLAE - Forest Becket

# EXHIBIT 2

**PROGRAM SUPPLEMENT NO. M59**  
to  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR STATE FUNDED PROJECTS NO 00187S**

**Adv Project ID**                      **Date:** November 20, 2014  
0914000055                      **Location:** 09-MNO-0-CR  
   **Project Number:** RPL-5947(051)  
   **E.A. Number:**  
   **Locode:** 5947

This Program Supplement, effective 10/08/2014, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00187S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of \_\_\_\_\_ and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the ADMINISTERING AGENCY on \_\_\_\_\_ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

**PROJECT LOCATION:**

Federal Lands Access Program (FLAP) project Convict Lake Road in Mono County

**TYPE OF WORK:** Federal Exchange & State Match

Estimated Cost	State Funds		LOCAL	Matching Funds	
	STATE	\$79,000.00		OTHER	
\$79,000.00			\$0.00		\$0.00

**COUNTY OF MONO**

**STATE OF CALIFORNIA**  
Department of Transportation

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Attest \_\_\_\_\_

By \_\_\_\_\_  
Chief, Office of Project Implementation  
Division of Local Assistance  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

**Accounting Officer** Jennie Ger    **Date** 11/20/14    \$79,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT



SPECIAL COVENANTS OR REMARKS

1. This PROJECT is programmed to receive Federal Transportation Enhancement Activities (TEA) fund. The ADMINISTERING AGENCY agrees that any functional or operational change to a TEA PROJECT, before, during or after PROJECT acquisition and/or construction, that does not comply with, or is in conflict with, the TEA program requirements and the original purpose of the project at the time it was programmed may render the PROJECT ineligible for Federal reimbursement and ADMINISTERING AGENCY may be required to reimburse STATE the entire amount of TEA funds contributed to the project or the value of the TEA fund contribution, based upon the fair market value of the acquisition and/or construction, at the time the conflict and/or non-compliance is determined, whichever is greater.
2. This PROJECT is programmed to receive funding from the State Transportation Improvement Program (STIP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the Master Agreement, 2) the effective date of the PROGRAM SUPPLEMENT, or 3) the effective date of the component specific allocation.

3. STATE and ADMINISTERING AGENCY agree that additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE approved Allocation Letter and Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.
4. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. An approved time extension will revise the timely use of funds criteria, outlined above, for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components, made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation for approved supplementary allocations, time extensions, and fund transfers between components, will be a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

5. This PROJECT will be administered in accordance with the CTC STIP guidelines, as adopted or amended, and the STATE Procedures for Administering Local Grant Projects in the State Transportation Improvement Program (STIP), the Local Assistance Program Guidelines, and the Local Assistance Procedures Manual. The submittal of invoices for

SPECIAL COVENANTS OR REMARKS

project costs shall be in accordance with the above referenced publications and the following.

6. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.
7. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
8. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
9. This PROJECT is subject to the timely use of funds provisions enacted by Senate Bill 45 (SB 45), approved in 1997, and subsequent CTC guidelines and State procedures approved by the CTC and STATE, as outlined below:

Funds allocated for the environmental & permits, plan specifications & estimate, and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and complete the construction or vehicle purchase contract within 36 months of award.

10. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

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

SPECIAL COVENANTS OR REMARKS

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

11. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
12. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).
13. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving

**SPECIAL COVENANTS OR REMARKS**

applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

14. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

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



**LUMOS**  
& ASSOCIATES  
800 E. COLLEGE PARKWAY  
CARSON CITY, NEVADA 89706  
PH. (775) 883-7077 FAX (775) 883-7114

MONO COUNTY PUBLIC WORKS DEPARTMENT

**CONVICT LAKE ROAD  
VICINITY SKETCH**

MONO COUNTY

CALIFORNIA

Date: APRIL 26, 2013

Scale: 1" = ±1,600'

Job No: 8379.000

FIGURE 2



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 9, 2014

**Departments: Board of Supervisors**

**TIME REQUIRED** 10 minutes (5 minute presentation; 5 minute discussion)

**PERSONS APPEARING BEFORE THE BOARD**

Supervisor Tim Fesko

**SUBJECT** Rural County Representatives of California Request for Wildland Fire Resolution

### AGENDA DESCRIPTION:

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

Proposed resolution requesting Governor Brown to advocate for stronger management of federal lands to prevent wildland fires.

### RECOMMENDED ACTION:

Adopt proposed resolution #R14-\_\_\_\_\_, requesting Governor Brown's Advocacy at the Federal Level to Address Ongoing Wildfire Threats. Provide any desired direction to staff.

### FISCAL IMPACT:

There is no fiscal impact from adopting the Resolution.

**CONTACT NAME:** Jim Leddy

**PHONE/EMAIL:** (760) 932-5414 / jleddy@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:

Rural County Representatives of California  
Governor Jerry Brown

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[RCRC Wildland Fire Resolution Cover Memo](#)

[RCRC Wildland Fire Resolution Final Draft](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/24/2014 3:18 PM	County Administrative Office	Yes
12/1/2014 2:33 PM	County Counsel	Yes
12/3/2014 11:19 AM	Finance	Yes



**COUNTY OF MONO** – *County Administrative Office*  
P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5412 ☐ FAX (760) 932-5411

---

Jim Leddy  
County Administrative Officer  
760.932.5414

To: Honorable Board of Supervisors  
From: Jim Leddy, County Administrative Officer  
Date: November 23, 2014

**Subject:** Request from the Rural County Representatives of California for a resolution requesting Governor Brown's advocacy for more federal resources to address ongoing state wildfire threat.

**Recommendation:** Adopt Resolution and direct staff to transmit to RCRC and Governor Brown.

**Background:** Mono County Board of Supervisors Vice Chair Tim Fesko, who serves as the Mono County primary representative to RCRC, has requested the Board to adopt the attached resolution to advance efforts to address wild land fire threats on federal lands. RCRC has been working to have counties from across California adopt similar resolution in order to increase state action in reducing the threat to wild land fire which currently exists on federal lands throughout California.

This Resolution is supported by the Mono County Board adopted 2014 Legislative Platform, Federal Priorities, Page 12 Section 2.a.

*"Support Forest Fuels Reduction and Management Efforts - with 94% of Mono County publically owned, much of which is covered with high fuel loads, fuels reduction is a major concern for Mono County and its communities. Continue to seek funding priority fuel reduction projects around Mono County communities and key tourist resources through local fire safe councils and public agencies.";*

And State Priorities Page 7, Section 3) b.i):

***"Continue forest management to protect our Communities from vegetation Fires –***

*i. Support measures to address wild fire prevention policies and programs in both private and public lands. Ensure these measures are aware of out of area impacts i.e. smoke into other regions.*

*ii. Continue to seek funding for legislation that supports these goals."*

As of the November 24<sup>th</sup>, 15 counties have passed similar Resolutions. They include: Amador, Calaveras, Colusa, Del Norte, El Dorado, Inyo, Lassen, Modoc, Nevada, Plumas, Shasta, Sierra, Siskiyou, and Tuolumne.

**Fiscal Impact:** There is no fiscal impact from adopting this resolution.

Fore questions, please contact me at (760) 932-5414 or jleddy@mono.ca.gov



1           **WHEREAS** the escalating costs of fighting fires on federal land over the last 10 years  
2 has significantly diminished the available resources for the critically needed prevention  
3 measures that can minimize these catastrophic fires;

4           **WHEREAS**, the U.S. Forest Service and Department of Interior have spent over \$1  
5 billion on fire suppression every year since 2000 with suppression costs now consuming  
6 more than 50% of the total wildland fire budget, as compared to 13% of the total fire budget in  
7 1991, leaving few resources for critically needed preventive maintenance of our national  
8 forests in the west and throughout the country;

9           **WHEREAS**, the resources to manage the federal lands to reduce fire risk would be a  
10 small investment relative to the skyrocketing costs of fire suppression;

11           **WHEREAS**, the increased risk of catastrophic wildfires in Mono County will result in  
12 harmful secondary environmental effects, including diminished air and water quality,  
13 impacted watershed, increased air pollutant emissions, and threatened habitats of sensitive  
14 wildlife species;

15           **WHEREAS**, the increased risk of wildfire west of Mono County also has a direct  
16 detrimental effect on our public health, tourism economy, quality of life, and scenic quality  
17 due to dramatically diminished air quality;

18           **WHEREAS**, approximately eighty percent of the State's developed surface water  
19 supply originates on watershed lands within our rural counties. California's residents use a  
20 portion of this water for domestic, commercial, agricultural, industrial, recreational, and other  
21 beneficial uses and these rivers, lakes, and watershed lands also serve as habitat for  
22 hundreds of species of fish and wildlife;

23           **WHEREAS**, the detrimental effects on these watersheds affect all of California, not  
24 just rural California;

25           **WHEREAS**, the increased risk of catastrophic wildfires significantly impacts the levels  
26 of greenhouse gases in Mono County and throughout the state;

27           **WHEREAS**, the mitigation of wildfire emissions is vital to reach the goals stated in the  
28 California Global Warming Solutions Act of 2006 (AB 32);

**WHEREAS**, there continues to be an extremely high risk of catastrophic wildfires in  
Mono County due to heavy fuel loads and the early drying of wild land vegetation;

**WHEREAS**, Mono County policy focuses community growth on private property  
adjacent to existing communities, which helps reduce fire suppression costs for protecting  
outlying properties in fire-prone landscapes;

**WHEREAS**, Mono County has taken a leadership role in collaborating with the US  
Forest Service, Bureau of Land Management, local fire districts and other stakeholders in  
exploring biomass utilization to support an increase in fuel reduction treatments;

1           **WHEREAS**, Mono County supports management that returns forests and fire-prone  
2 landscapes to natural fire cycles and/or healthy ecosystems, and therefore recognizes the  
3 ecological benefits of fire;

4           **WHEREAS** the Mono County Board of Supervisors calls for immediate measures to  
5 be taken to prevent catastrophic wildfires;

6           **NOW, THEREFORE, BE IT RESOLVED** that the Mono County Board of Supervisors  
7 declares that there is an ongoing concern due to the actual and perceived threat of wildfire in  
8 California, that the state and local governments have taken many steps to resolve this issue,  
9 and now urges the Governor to take an active role at the federal level to partner with the  
10 United States Forest Service to commit to action across California's fire-prone landscapes to  
11 do the prevention and maintenance work required to mitigate the ongoing and increasing risk  
12 of catastrophic wildfires.

13           **PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2014, by the following  
14 vote:

15 AYES           :  
16 NOES           :  
17 ABSTAIN       :  
18 ABSENT        :

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

21 \_\_\_\_\_  
22 Larry K. Johnston, Chairman  
23 Board of Supervisors

24 APPROVED AS TO FORM:

25 COUNTY COUNSEL

26  
27  
28



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 9, 2014

**TIME REQUIRED**

**SUBJECT** Closed Session--Human Resources

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL: /**

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available

History

Time

Who

Approval

11/22/2014 10:06 AM	County Administrative Office	Yes
12/1/2014 12:38 PM	County Counsel	Yes
11/19/2014 9:50 AM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 9, 2014

**TIME REQUIRED**

**SUBJECT**

Closed Session - Public Employment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Undersheriff.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

### CONTACT NAME:

PHONE/EMAIL: /

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

[Click to download](#)

No Attachments Available

#### History

Time	Who	Approval
12/2/2014 11:18 AM	County Administrative Office	Yes
12/2/2014 11:18 AM	County Counsel	Yes
12/3/2014 11:19 AM	Finance	Yes