

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

Regular Meetings: The First, Second, And Third Tuesday of each month. Location of meeting is specified at far right.

Regular Meeting

MEETING LOCATION Mammoth Lakes BOS Meeting Room, 3rd Fl. Sierra Center Mall, 452 Old Mammoth Rd., Mammoth Lakes, CA 93546

August 21, 2012

**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 <a href="www.monocounty.ca.gov">www.monocounty.ca.gov</a>. If you would like to receive an automatic copy of this agenda by email, please send your request to Lynda Roberts, Clerk of the Board: <a href="mailto:lroberts@mono.ca.gov">lroberts@mono.ca.gov</a>.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

## Approximately thru 10:' 0 a.m.

### **CLOSED SESSION**

### **BOARD OF SUPERVISORS**

- 1a) Closed Session CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9. Number of potential cases: One. Facts and circumstances: Construction of Mountain Gate Phase II Improvements.
- **1b)**Closed Session CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9. Number of potential cases: one.
- Closed Session--Human Resources CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, Brian Muir, and Jim Arkens. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.
- 1d) Conference with legal counsel CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9. Number of potential cases: three. Facts and circumstances: contract and regulatory disputes related to Conway Ranch.

**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

## None

## 3) BOARD MEMBER REPORTS

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

## Approximately 10 Minutes

## **COUNTY ADMINISTRATIVE OFFICE**

4) CAO Report regarding Board Assignments (Jim Arkens)

RECOMMENDED ACTION: Receive brief oral report by County Administrative Officer (CAO) regarding his activities.

10:' 0 a.m. Approximately 15 minutes

## DEPARTMENT REPORTS/EMERGING ISSUES

(PLEASE LIMIT COMMENTS TO FIVE MINUTES EACH)

Approximately 5 minutes for Consent Items

## **CONSENT AGENDA**

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

#### **SOCIAL SERVICES**

Additional Departments: Inyo County Department of Health and Human Services

5a) Approval of MOU between County of Mono and County of Inyo regarding Mutual Disaster Aid For CalFresh Benefits - Proposed MOU pertaining to providing CalFresh Benefits in Mono County and Inyo County in the event of a Disaster.

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

Fiscal Impact: None. MOU does not require payments and services under MOU are strictly voluntary as deemed appropriate by the responding County.

#### **BOARD OF SUPERVISORS**

Rusty Gregory Letter Requesting Support for the June Lake Community - Proposed 6a) letter to Rusty Gregory, Chairman and CEO of Mammoth Mountain Ski Area, requesting support/assistance in specific areas of critical need to assist the June Lake community as it prepares for the challenging winter ahead. This item was requested by the Board of Supervisors.

> Recommended Action: Approval of signature by the Chairwoman of the Board on the proposed letter to Rusty Gregory, Chairman and CEO of Mammoth Mountain Ski Area outlining specific areas of support for the June Lake community.

Fiscal Impact: None.

#### **FINANCE**

7a) Tax Rates for Fiscal Year 2012-13 - Proposed Resolution approving the Tax Rates for Fiscal Year 2012-13.

> Recommended Action: Approve and authorize the Chairman's signature on proposed Resolution approving the Tax Rates for Fiscal Year 2012-13.

Fiscal Impact: None. Adoption of the proposed Resolution only allows the adopted rate to be placed on the tax rolls to allow the County to collect not only the statutory 1% tax on property, but also to collect appropriately for voter approved debt.

### REGULAR AGENDA

## **CORRESPONDENCE RECEIVED** (INFORMATIONAL)

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

#### **CLERK OF THE BOARD**

- 8a) Chamber Music Unbound - Final report for the \$8,000 grant awarded to Chamber Music Unbound in November of 2011.
- 8b) County Service Area #5 - Re-confirming commitment to upgrades at Memorial Hall.
- Ombudsman Advocacy Services of Inyo-Mono Year-end report for work completed 8c) under the 2011-2012 grant.

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### **PUBLIC WORKS - ENGINEERING DIVISION**

Grant Funding for Construction Expenses at Bryant Field Airport (Garrett Higerd) -9a) A construction contract for improvements at Bryant Field in Bridgeport was approved on 5 minutes July 17th. Public Works expects to receive a Grant Offer by the end of August from the Federal Aviation Administration (FAA) for 90% of the total project cost (including

construction engineering, materials testing, and administration).

Recommended Action: 1. Pending receipt of Grant Offer for Project No. 3-06-0030-08 from the Federal Aviation Administration (FAA) in the amount of approximately \$2,374,835 for construction of Airport Improvements at Bryant Field, approve, authorize, and ratify the Public Works Director's (in consultation with County Counsel) execution and acceptance of the FAA Grant Agreement for construction at Bryant Field. 2. Approve and authorize the Public Works Director to utilize up to \$145,128 from the Airport Enterprise Fund as match funding for the Bryant Field Reconstruction project. 3. Approve and Authorize the Chairman's signature on Resolution No. 12-\_\_\_\_ "A Resolution of the Mono County Board of Supervisors authorizing the submittal of an application, acceptance of an allocation of funds and execution of a grant agreement with the California Department of Transportation, for an Airport Improvement Program (AIP) matching grant."

**Fiscal Impact:** The total match for this project is \$263,870 (10%). A successful application to the California Department of Transportation Division of Aeronautics would result in an additional \$118,742 of grant funding to utilize for the match. The remaining costs would be borne by the Airport Enterprise Fund (\$145,128). There is no general fund impact because there is sufficient cash in the enterprise fund.

9b)

5 minutes

Rejection of Bids and Authorization to Advertise for the Aspen Road Culvert Replacement Project (Garrett Higerd) - Project consists of replacement of two existing culverts.

#### **Recommended Action:**

Reject all bids for the Aspen Road Rehabilitation Project. Approve bid package, including the project manual and project plans, for the Aspen Road Culvert Replacement Project. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid. Provide any desired direction to staff.

**Fiscal Impact**: This project is funded by Proposition 1B. On October 18, 2011 the Board approved the use of \$330,675 of Prop 1B funds for this project. Contractor payments will not impact the General Fund.

## **PUBLIC WORKS - ROAD DIVISION**

**Additional Departments: County Counsel** 

10a)

**Mailbox ordinance** (Jeff Walters, Marshall Rudolph) - Proposed ordinance adding section 13.04.025 to the Mono County Code, pertaining to mailboxes.

10 minutes

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

Fiscal Impact: None.

10b)

**Long Valley Mineral Mining Site - Pledge of Revenue** (Jeff Walters) - Proposed resolution authorizing financial assurance for the reclamation of the Long Valley Mineral Mining site upon its closure.

10 minutes

**Recommended Action:** Consider and potentially adopt Resolution No. 12-\_\_\_, "A Resolution of the Mono County Board of Supervisors Establishing a Financial Assurance for the Reclamation of Mined Lands." Provide any desired direction to staff.

**Fiscal Impact:** Upon its closure reclamation of the Long Valley Minerals Mining site will amount to \$37,400 out of the Road Fund.

#### **COUNTY COUNSEL**

**Additional Departments:** Assessor

11a)

**Adoption of Assessment Appeals Board Procedural Rules** (John-Carl Vallejo) - Proposed resolution adopting local procedural rules for the Mono County Assessment Appeals Board.

10 minutes

**Recommended Action:** Adopt proposed resolution. Provide any desired direction to staff.

Fiscal Impact: None.

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**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.)

### **PUBLIC WORKS - FACILITIES DIVISION**

Additional Departments: Building

12a) Old Sheriff Substation Property (Rita Sherman) - Old Sheriff Substation Property.

20 minutes

**Recommended Action:** Receive staff report on the cost to develop the Old Sheriff Substation into a living quarters and museum for the current occupant Jim Ouimet, Mammoth Dog Team. Provide direction to staff as desired.

**Fiscal Impact:** Fiscal impact in the form of both revenue and expenses will be determined by any future construction and or leases entered into for the substation property.

## **ECONOMIC DEVELOPMENT**

13a)

20 minutes

Yosemite National Park's Anniversary Celebrations (Kassandra Hardy, Anniversary Coordinator, Yosemite National Park) - Presentation by Kass Hardy, Yosemite National Park, regarding the celebrations, activities, events and promotions being planned to honor several major Anniversary milestones for the Park over the next few years; and an invitation to Mono County and Yosemite's East Gateway communities to engage and participate in as many ways as possible.

Recommended Action: None (informational only). Provide any desired direction to staff.

Fiscal Impact: None.

13b)

30 minutes

Air Service Guarantee (John Urdi, Executive Director, Mammoth Lakes Tourism) - Presentation by John Urdi, (Executive Director, Mammoth Lakes Tourism) on behalf of the Eastern Sierra Air Alliance, regarding the 2012 Summer/Spring/Fall Air Service Guarantee program.

Recommended Action: None (informational only). Provide any desired direction to staff.

**Fiscal Impact:** While the presentation today is informational only, the Eastern Sierra Air Alliance has requested financial support from Mono County of \$100,000 for 2012 Spring/Summer/Fall air service. This special policy item will be included in the budget hearing process.

**13c)** Tourism Workshop (Alicia Vennos) - Presentation by Alicia Vennos regarding Tourism

30 minutes

highlights, successes and opportunities.

Recommended Action: None (informational only). Provide any desired direction to staff.

Fiscal Impact: None.

13d)

June Lake Community Update (Alicia Vennos; Dan Lyster) - Update by the Economic Development Department regarding the June Lake winter 2012-2012 marketing plan and

10 minutes product development strategy.

Recommended Action: Informational only; provide any desired direction to staff.

Fiscal Impact: None.

**ADJOURNMENT** 

**§§§§§** 

## REGULAR AGENDA REQUEST

Print

MEETING DATE August 21, 2012	DEPARTMENT	Board of Supervisors
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ADDITIONAL DEPARTMENTS

TIME PERSONS
REQUIRED APPEARING
BEFORE THE
SUBJECT Closed Session BOARD

## **AGENDA DESCRIPTION:**

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9. Number of potential cases: One. Facts and circumstances: Construction of Mountain Gate Phase II Improvements.

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
8/7/2012 7:54 AM	County Administrative Office	Yes
8/6/2012 3:41 PM	County Counsel	Yes
8/7/2012 8:31 AM	Finance	Yes

## REGULAR AGENDA REQUEST

Print

MEETING DATE August 21, 2012	DEPARTMENT	Board of Supervisors
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ADDITIONAL DEPARTMENTS

TIME PERSONS
REQUIRED APPEARING
BEFORE THE
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CONTACT NAME: PHONE/EMAIL: /	
SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR PRIOR TO 5:00 P.M. ON THE FRIDAY	SEND COPIES TO:

## **MINUTE ORDER REQUESTED:**

32 DAYS PRECEDING THE BOARD MEETING

☐ YES ☑ NO

## **ATTACHMENTS:**

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No Attachments Available

History		
Time	Who	Approval
8/15/2012 12:20 PM	County Administrative Office	Yes
8/15/2012 11:21 AM	County Counsel	Yes
8/15/2012 12:21 PM	Finance	Yes

## REGULAR AGENDA REQUEST

MEETING DATE August 21, 2012 **DEPARTMENT Board of Supervisors** 

**ADDITIONAL DEPARTMENTS** 

TIME **PERSONS REQUIRED APPEARING BEFORE THE SUBJECT BOARD** 

Closed Session--Human

Resources

## **AGENDA DESCRIPTION:**

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

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

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**FISCAL IMPACT:** 

**CONTACT NAME:** Jim Arkens

PHONE/EMAIL: 760-932-5413 / jarkens@mono.ca.gov

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

## **SEND COPIES TO:**

## MINUTE ORDER REQUESTED:

☐ YES ☑ NO

## **ATTACHMENTS:**

## Click to download

No Attachments Available

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Time Who Approval

6/28/2012 9:57 AM Clerk of the Board Yes

## REGULAR AGENDA REQUEST

Print

MEETING DATE August 21, 2012	DEPARTMENT	Board of Supervisors
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ADDITIONAL DEPARTMENTS

ATTACHMENTS:

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TIME PERSONS
REQUIRED APPEARING
BEFORE THE

SUBJECT Conference with legal counsel BOARD

## **AGENDA DESCRIPTION:**

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9. Number of potential cases: three. Facts and circumstances: contract and regulatory disputes related to Conway Ranch.

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	

### No Attachments Available

History		
Time	Who	Approval
8/15/2012 6:47 AM	County Administrative Office	Yes
8/14/2012 12:56 PM	County Counsel	Yes
8/15/2012 12:21 PM	Finance	Yes



## REGULAR AGENDA REQUEST

Print

MEETING DATE August 21, 2012 DEPARTMENT Social Services

ADDITIONAL Inyo County Department of Health and Human Services

**DEPARTMENTS** 

TIME PERSONS
REQUIRED APPEARING
BEFORE THE

SUBJECT Approval of MOU between

County of Mono and County of Inyo regarding Mutual Disaster Aid For CalFresh Benefits

### AGENDA DESCRIPTION:

**BOARD** 

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

Proposed MOU pertaining to providing CalFresh Benefits in Mono County and Inyo County in the event of a Disaster.

## **RECOMMENDED ACTION:**

Approve County entry into proposed MOU and authorize Chairperson of Board to execute said contract on behalf of the County. Provide any desired direction to staff.

## **FISCAL IMPACT:**

None. MOU does not require payments and services under MOU are strictly voluntary as deemed appropriate by the responding County.

**CONTACT NAME:** Julie Tiede

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

Julie Tiede

## MINUTE ORDER REQUESTED:

## **ATTACHMENTS:**

## Click to download

□ CalFresh Disaster Recovery MOU and attachments

History			
Time	Who	Approval	
8/7/2012 7:53 AM	County Administrative Office	Yes	
8/13/2012 3:17 PM	County Counsel	Yes	
8/1/2012 9:00 AM	Finance	Yes	



## Office of the ... DEPARTMENT OF SOCIAL SERVICES

## COUNTY

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P.O. Box 576 • Bridgeport • California • 93517-0576

JULIE TIEDE Director

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

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

STAFF REPORT



TO:

Board of Supervisors, Mono County

FROM:

Julie Tiede, Director of Social Services

DATE:

June 22, 2012

SUBJECT:

Approval of MOU between Mono County and Inyo County for the provision of CalFresh

Services in the event of a Disaster

## **DISCUSSSION:**

In 2011 the Mono County Department of Social Services prepared and submitted to the State Department of Social Services a CalFresh Disaster Recovery plan. As part of such Disaster Recovery Plan the County is required to make provision for continued CalFresh services in the event of a disaster that prevents the County from providing services. Mono County and Inyo County have developed a mutual aid Memorandum of Understanding (MOU) that addresses continued services in the event of a disaster in one of the Counties. This MOU will allow for continued CalFresh services, however by its terms is not interpreted to mandate either County to provide services. The provision of services remains within the sole discretion of the County providing the disaster support. This MOU has been approved and executed by the Inyo County Board of Supervisors.

### **FISCAL IMPACT:**

None, there are no payments required under the MOU and the provision of support services remains within the discretion of the County requested to provide such services.

## **RECOMMENDATION:**

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

# Inyo-Mono Disaster CalFresh Mutual Aid Memorandum of Understanding

In order to provide for ongoing service delivery in the case of disaster, either natural disaster (such as storm, wildfire, flood, earthquake or other natural disaster), or other disaster (such as arson, electrical failures, ruptured pipes or other events) which render a Department of Social Services (DSS) incapable of performing their daily Disaster CalFresh duties at their own site (Disaster County), the undersigned DSSs agree to provide post-disaster support and/or services as needed. This post disaster support is intended to facilitate ongoing delivery of Disaster CalFresh services remotely from the supporting county where surplus resources are readily available. These post disaster support, and/or technical support.

Resources will only be provided as available in the supporting county and as determined solely by the supporting county. The duration of use may be time limited to reflect limited availability and duration will also be determined solely by the supporting county.

This MOU is not a contract and nothing in this MOU should be deemed or interpreted to mandate compliance by the participating member counties.

Chairperson,	Linda Ascularies Chairperson,	
Mono County Board of Supervisors	Inyo County Board of Supervisors	
 Date	<u>June</u> 12, 2012 Date	



## Mono County

Disaster CalFresh

County Plan

Federal Fiscal Year 2011

Prepared by:
Mono County Department of Social Services
Date: July 2011

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## Authority to Operate a Disaster Calfresh

The Robert T. Stafford Disaster Relief and Emergency Assistance Act provides the Secretary of Agriculture with the authority to operate a Disaster CalFresh (DCF) when affected areas have received a Presidential major disaster declaration and when commercial channels of food distribution are available. The Food and Nutrition Act provides the Secretary of Agriculture with the authority to establish temporary emergency standards of eligibility for households who are victims of a disaster that disrupts commercial channels of food distribution after those channels have been restored.

## **County Responsibilities**

In the event of a disaster the county is responsible for the following:

- Administers the emergency food assistance program
- Prepares and submits the DCF request to the California Department of Social Services (CDSS)
- Evaluate the need for a DCF and any other food program
- Provides staff to operate the disaster center
- Interview and process the DCF applications
- Provides immediate supervisory review of all denied benefits
- Provides local training
- Issues DCF benefits
- Provide press releases and coordinate the public services announcements for local distribution
- Provide daily reports of benefit issuance totals to CDSS and the Food and Nutrition Services (FNS)
- Reports the total number of persons certified for disaster benefits and the total amount of benefits to CDSS and FNS within 30 days after the disaster
- Act as a resource to neighboring counties in the event that a fellow county may need assistance

## Disaster CalFresh Request (DCF)

Introduction: The DCF is a Federal Food Stamp Program that issues benefits to households not

currently receiving benefits under a regular CalFresh or Transitional Food Stamp (TFs) program. It is a way to meet the nutritional needs of disaster victims in a 30-day period following a disaster who are temporarily not able to purchase their own food. The plan is operated once utilities have been restored, grocers

are open and the public is home and ready to store and prepare food.

Options: In the event of a disaster the county has the option of whether or not to pursue

a modified or full DCF.

Response: After a disaster occurs and a Presidential declaration has been made, the county

will request approval from the Food and Nutrition Services (FNS) to operate a

DCF to provide temporary food assistance to households.

The DCF is different from the regular CalFresh. During the disaster period normal CalFresh policies and procedures do not apply. The timeframe to apply is usually

seven to ten days.

County elects

Full DCF: If the county elects to offer a full DCF a letter of request for a full DCF is

submitted to the CDSS Director.

County elects

Modified DCF If the county elects to offer a modified DCF a letter of request for a modified DCF

is submitted to the CDSS Director.

Timeframe for approval:

Per CDSS, a request is acted upon as soon as possible, usually within 24hours.

When approved:

When approval for a modified or full DCF is received, the following will occur:

- Daily conference calls with CDSS, FNS all affected counties and consortia staff
- Daily spreadsheets will be completed and submitted by the county to CDSS, including daily average benefits per households.

## **DCF Applications**

## General process:

The application process includes:

- Completing and filing an application
- Being interviewed and
- · Having certain information verified

The verification requirements for DCF benefits are different and less strict than the regular CalFresh program.

## Minimum filing requirements:

The household is required to complete a DFA 385 application or DCF e-Application through C4Yourself to be approved for DCF. In addition, the household must have lived or worked in the affected disaster area at the time the disaster occurred.

## Methods for filing the DFA 385 application:

When a disaster occurs an application for DCF can be made in one of three ways;

- In person at identified locations set up throughout the county
- By printing the DFA 385 from either the State of Federal website and hand delivering it to the local DSS or identified locations
- Online at C4Yourself.com. The DFA 385 e-Application will only be available when a disaster is declared a federal disaster by the President of the United States and is subsequently activated in the C-IV system.

## Who may complete The DFA 385 or DCF e-Application

The head of household, any responsible household member or an Authorized Representative (AR) may complete the DFA 385 or DCF e-Application for DCF benefits.

## Administrative plan

Introduction:

This section contains information on the DCF lead personnel including; who they are and what their role is when a federal disaster is approved.

Lead Personnel:

Lead personnel are staff located at all designated county offices that will be called upon to process DCF applications and/or work at the disaster center when a disaster is federally approved. They will be working either in a county office or a designated location within the county. All public employees are to serve as disaster service workers subject to such service activities as may be assigned to them by their supervisors or by law pursuant to Government Code Section 3100. Lead personnel in Mono County Social Services consist of the following staff members and may include others:

- Fiscal Technical Specialists (FTSs)
- Eligibility Workers (EWs)
- Fiscal Technical Manager (FTSM)
- Eligibility Worker Supervisor (EWS)
- Program Managers (PMs)

Lead Personnel Training:

Lead Personnel receive DCF training on an annual basis. This training includes the following:

- Overview of the DCF certification process
- Roles and responsibilities for each position (screener, eligibility worker, supervisor, etc) and lines of supervision
- Eligibility, including: eligibility criteria, calculating eligibility, approved DCF waivers that affect eligibility
- Applicant applications and other forms
- Issuance of Benefits, including: Use of allotment tables, onsite card/PIN issuance activities, client training on card usage, lost card replacement, PIN changes, etc.
- Use of automation
- Fraud prevention, including: formal fraud control measures in place, duplicate participation, special procedures for employee applications, including that 100 percent reviews will be conducted of all county employee applications
- Public information and who is authorized to issue statements to the media
- Personnel matters: transportation to the sites, hours, breaks, pay, safety, stress management, communication with disaster victims

Neighboring County Agreement For Assistance

In the event of a federally declared disaster assistance will be requested from other C-IV counties by the County Director, if needed, to provide additional staff, computers or disaster locations. Inyo and Mono Counties are in the process of securing a Memorandum of Understanding for these purposes.

## The Disaster Response

## Certification System

The basic principles and framework contained in this section will apply to any disaster, though the details will vary with each disaster. Included in this section is a general description of the certification process which includes the application screening and interviewing procedures during the various levels of a disaster. A DCF application or e-Application must be processed within 24 hours from the date of the application.

This system includes three areas:

- Completing the application
- Application screening
- Interview and certification

<u>Completing the Application</u>: Clients must complete a DFA 385 DCF application. In person applications will be provided at the identified locations. A table will be provided as a place for the applicants to complete the applications. Staff can be assigned to answer questions, spot language issues and help fill out the application if the applicant cannot read or write. Signs will be posted with basic information on completing the application, requires verification, etc.

<u>Application Screening</u>: Staff will screen the application before the applicant is interviewed to see if the application is complete, if the applicant has required verification of identity and for duplicate or on-going participation as appropriate. Staff will complete the file clearance and pend the application in C-IV.

<u>Interview and Certification</u>: An interview area will be set up to protect the applicants' privacy to the extent feasible. During this stage the eligibility worker will follow the instructions in the C-IV User Guide for processing the DCF and eapplication:

Conduct the interview - must be in person.

- Verify information as required or appropriate
- Determine eligibility (application must be processed and benefits available to the client within 3 calendar days of the date the application was filled).
- Advise the household of: DCF rules and eligibility requirements,
   Rights and Responsibilities and Penalty Warning
- Approve or deny the application. Benefits are for one month only.
- Advise the client of EBT usage process, rules and requirements.
- Prepare a file for the applicant

Note: All applications and written communication will be provided to the household in their chosen language. Interpreters will be provided for all oral communication during a disaster period.

Policy To ensure that applicants are treated consistently, all staff will be trained on the

policies appropriate to their job and a program manager or supervisor will be

available by phone or in person to answer policy questions.

On-Site Review An on-site supervisory review for denied applicants will be available. Eligibility

workers will notify applicants of the right to this review and that it will not affect

their right to a fair hearing.

### **Demographic Data**

Information: Mono County is situated in central California's Eastern Sierra Mountains and is

3,044 square miles in size.

Population: As of the 2010 census, there were 14,202 people and 5,137 households in Mono

County. The town of Mammoth Lakes' population can increase to approximately

30,000 plus due to tourism.

Median Income: As of the 2010 census, the median income for a household in the county was

\$55,798. The per capita income for the county was \$23,422. About 9.6% of the population was below the poverty line. Approximately 20% of the population is

under the age of 18 and 14% is over the age of 65.

Primary Language: English is the primary language. A significant amount of residents are Spanish

speaking.

Eligibility Requirements (ER)

Eligibility Require	Explanation	Verification
Factor	•	Requirement
Application	Must apply during the disaster application period.	DFA 385 or DFSP e- Application date
Residency	<ul> <li>Must have been living in the disaster area at the time of disaster, including households:</li> <li>Temporarily living outside the disaster area but within the State at the time of the disaster.</li> <li>Worked in the disaster area at the time of the disaster</li> <li>Staying in shelters but not expected to remain for entire benefit period.</li> </ul>	Verify where possible (use utility bills, tax bills, bills, insurance policies, driver's licenses, other ID with address, or work address)
Purchase Food	Must plan on purchasing food during the disaster benefit period.	Customer Statement.
Adverse Effect	<ul> <li>Must have experienced at least one of the following adverse affects:</li> <li>Food loss due to disaster or spoiled due to power outage.</li> <li>Damage to or destruction of the household's home or self employment business.</li> <li>Lost or inaccessible income, including income reduction or termination, or a delay in the receipt of income for a substantial portion of the benefit period.</li> <li>Inaccessible liquid resources (i.e., banks are closed due to the disaster) for a substantial portion of the benefit period. However, in this day of electronic banking and ATMs, closed brick-and-mortar banks may not cause inaccessibility of resources.</li> <li>Disaster-related expenses not expected to be reimbursed during the 30-day benefit period. Eligible expenses may include the following plus any reasonable disaster-related expenses: <ul> <li>Home or business repairs</li> <li>Temporary shelter expenses</li> <li>Evacuation expenses</li> <li>Home/business protection</li> <li>Medical expenses due to personal injury</li> </ul> </li> </ul>	Verify when possible.
Adverse Effect Con't	<ul> <li>Disaster-related funeral expenses</li> <li>Disaster-related pet boarding fees</li> <li>Expenses related to replacing necessary personal and household items, such as clothing, appliance, tools and educational materials</li> <li>Fuel for primary heating source</li> <li>Clean-up items expense</li> <li>Disaster damaged vehicle expenses</li> <li>Storage expenses</li> </ul>	

## ER Cont'd

Eligibility Factor	Explanation	Verification Requirement
Identity	Provide proof of identity of the applicant.	Mandatory verification -Photo ID -Two documents that verify identity and residency -A signed affidavit from a collateral contact attesting to the identity of the applicant
Household Composition	Same as for regular FS, except use the household composition that existed at the time of the disaster (do not include individuals with whom the applicant household is staying temporarily during the disaster).  See Noncitizen status below.	Verify if questionable (such as by asking the customer to verbally list household members' names, ages, and birthdays).
Noncitizen Status	Not Applicable (N/A). Is not considered when determining eligibility to the DFSP. Undocumented noncitizens are eligible to DFSP.	N/A
SSN	N/A. Providing a SSN is voluntary and will not result in ineligibility if not provided.	Obtain where possible.
Student Status	N/A. Students are eligible.	N/A
Work Requirement	N/A	N/A
IPV Status	N/A Intentional Program Violation (IPV) disqualifications do not apply.	N/A
Resource Eligibility	The \$2,000 / \$3,000 resource limits do not apply. Liquid resources such as, cash on hand, accessible savings/checking accounts, are included in income eligibility — there is no separate resource test.	N/A
Income and Resource Test	Count only income received and expected to be received during the benefit period. The household's income plus liquid resources less disaster-related expenses must not exceed the "Gross Income and Resources Limit". There are no special rules for elderly or disabled household income.	Verify where possible.
Deductions	Allow only disaster-related expenses.	Verify where possible.
SFIS	N/A State Finger Imaging System (SFIS) is not a requirement under DFSP.	Required for extended assistance (30+days)
Reporting	N/A The household is not required to report changes.	N/A
IEVS	N/A IEVS do not need to be obtained to issue DCF benefits.	N/A

EBT Cards and PINs

DCF Benefits are issued to households on Electronic Benefit Transfer (EBT) cards.

- The cards are produced in advance and are stored by the California Department of Social Services (CDSS).
- After approval of DCF, the Fiscal Supervisor, or a backup Supervisor determined by the Director, will request the cards to be sent to the county. They will be stored in a secure file cabinet and only the Fiscal Supervisor has access to the cards. They are never to be handled by Eligibility Workers.
- EBT cards come pre-pinned and the account set up is done in the eligibility system.
- Minimum order is 500.
- In the event that the C-IV system is not available, EPPIC will be used instead.
- Mono County Department of Social Services (MCDSS) is considering purchasing C-IV "tokens" so that this system can be accessed from an alternate location/computer in the event of a disaster.

## Security

Security and crowd control at the application/issuance site is crucial.

## Physical Security

Mono County Department of Social Services will discuss with local law enforcement authorities during the DCF planning process how to design and locate sites to reduce crowd control and other security problems, determine the level of security needs for application/issuance sites, and make agreements for onsite security services if necessary.

## **EBT Security**

A layout of the application/issuance site will be determined to minimize the movement of EBT cards. They will be kept out of sight of applicants, their boxes will be closed prior to actual need, they will be stored in a secured storage cabinet.

## Employee Health and

Safety

Employee health and safety will be maintained by purchasing materials in advance for all application/issuance sites. MCDSS has one satellite phone and six handheld radios which can be available at the distribution site for safety and to maintain direct communication with law enforcement.

## Public Information, Outreach, Public Relations and Human Comforts

Mono County DSS has an official written policy for press/media protocol. The process for handling requests consist of:

All press calls and/or requests for information from other than the media should come to, or be referred through the Director. The Director is the primary spokesperson for MCDSS and any other designated spokespersons will be decided by the Director.

## Press Releases may include:

- When DCF is scheduled to begin
- Application acceptance period
- Where to go to apply, operating hours
- Who is eligible and who is not
- Eligibility and verification requirements, what clients should bring with them
- Instructions for on-going participants and applicants with special needs
- Fraud control measures
- Dispel any misinformation or rumors
- Daily public information update campaign

## **Human Comforts**

In order to decrease the likelihood of crowd control problems and address the needs of applicants because they may not be able to come prepared for long waiting period, the following will be offered to all applicants:

- Water
- Protection from the elements
- Bathrooms
- Snacks, when feasible
- Minor medical care, when feasible

## **Elderly and Disabled Provisions:**

Special provisions will be made for the elderly and disabled to ensure their safety and comfort by facilitating their access to the site, reducing their wait, making them more comfortable, allowing them to use an authorized representative and sending case workers to them.

- Facilitate their access to the DCF site by making sure the site is physically accessible
- Site location is served by public transportation
- Accessible parking spots designated for elderly or disabled only
- Staff or volunteers available to assist them with their needs i.e., physical
  assistance, extra explanation of questions about the application and/or
  EBT card, assistance in filing the application, chairs for them to sit in while
  waiting in line, assistance to the restroom etc.
- Special waiting/eligibility/issuance determination area if needed and close to first aid station.
- Follow all regulations governing the use of an authorized representative
  i.e. Designation must be made in writing by the head of household,
  spouse or another responsible member of the household and verify the
  identity of the representative and the applicant.
- Sending case workers to individual client homes, when resources allow it
- Include any special provisions in public service announcements, outreach and public relations

## Pandemic Flu Plan

In the event that an official Pandemic Influenza Outbreak is declared, MCDSS will take several precautions to control the spread of the illness and protect the clients and employees of Mono County.

- Consult with proper authorities (Mono County Office of Emergency Services, Mono County Public Health Officer) to determine the safety of maintaining offices open to the public.
- Closure of offices in the affected area. Post signs at closed offices stating where alternate office locations are, how to apply for services online at C4Yourself and place food stamp applications in public view. Announce on local radio or in newspapers of the office closures and alternate office sites.
- Relocate staff to offices in unaffected areas.

#### Post-Disaster Review Plan and Fraud

Quality Control Reviews - DCF cases are subject to general program performance reviews and reviews of individual cases.

- In general program reviews the county will provide a review of their overall system used to employ the DCF program and describe any major problems encountered and how these problems were solved including: Certification systems, fraud control, issuance, public information and outreach, program accessibility, and security.
- In individual reviews, per the state requirement, a sample of 5% of the cases issued, not less 25. All county employees' cases (not just DSS employees) are included in this sample.

### Fraud Prevention

- Every application will be reviewed to make sure that they are 100% complete.
- All household members will be entered into the eligibility determination system to prevent duplicate participation.
- All County staff applications will have supervisory review.
- Denied applications will be entered into the system to prevent any reapplications.
- Clients without required verifications or with inconsistent information will be reviewed by appropriately experienced staff or supervisors.
- Post the Fraud Hotline number and post that anti-fraud measures are in place.

Mono County Department of Social Services Office Locations

Mammoth Lakes	Sierra Center Mall 452 Old Mammoth Road	760-924-1770
Mammoth Hospital	85 Sierra Park Road	760-934-5377
Bridgeport	85 School Street	760-932-5600
Walker	107384 Highway 395	530-495-1262

## Supplier and Vendor List

Name of Supplier	Services Provided	Contact Details
CDSS	Forms	Website: <u>www.dss.cahwnet.gov</u>
Mono County Public Works	<ul><li>Buildings</li><li>Equipment</li><li>Furniture and fixtures</li></ul>	<ul> <li>Email:         jwalters@mono.ca.gov</li> <li>Telephone 760-932-5440</li> <li>Cell 775-309-33436</li> </ul>
MCDSS	• Vehicles	<ul> <li>Email:    mstanley@mono.ca.gov</li> <li>Telephone 760-924-1780</li> <li>Cell 559-706-4626</li> </ul>
Mono County Information Technology (IT)	<ul> <li>Telephones</li> <li>Computers</li> <li>Internet</li> <li>LAN/data network cabling maintenance</li> </ul>	<ul> <li>Email:</li> <li>support@mono.ca.gov</li> <li>Email: support@mono.ca.gov</li> <li>Telephone 760-932-5500</li> <li>Cell 775-266-9396 775-790-4353</li> </ul>
Sierra Office Supply & Printing	<ul><li>All office supplies</li><li>First Aid Kits</li><li>Office equipment</li></ul>	<ul><li>Website: www.sirerrabg.com</li><li>Telephone 530-409-9055</li></ul>

## Roster of Critical Staff and Lead Personnel

Location	Name	Title	Work Location	Work Phone	Contact Phone
Mammoth Lakes	Julie Tiede	DSS Director	452 Old Mammoth Road	760-924-1790	760-387-2164 760-915-0052
	Jan Priddy	Fiscal Program Manager	452 Old Mammoth Road	760-924-1775	760-935-4117 760-914-1834
	Mary Stanley	Eligibility Program Mgr.	452 Old Mammoth Road	760-924-1780	760-924-7909 559- 706-4626
	Marlo Preis	Staff Analyst	452 Old Mammoth Road	760-924-1793	760-709-1679
	Francie Avitia (Bilingual)	Eligibility Supervisor	452 Old Mammoth Road	760-924-1789	760-873-3904 760-937-3748
	Suzanne West	Fiscal Supervisor	452 Old Mammoth Road	760.924-1776	760-709-1719
	Jack Anderson	Eligibility Worker	452 Old Mammoth Road	760-924-1792	760-812-0336
	Patty Harris (Bilingual)	Eligibility Worker	452 Old Mammoth Road	760-924-1787	760-932-9281
	Eryn Hoffman (Bilingual)	Eligibility Worker	452 Old Mammoth Road	760-924-1782	661-406-2270
	Leslie Houk	Vocational Tech	452 Old Mammoth Road	760-924-1772	760-258-7612
	Quart Keyes	Eligibility Worker	452 Old Mammoth Road	760-924-1794	530-863-0554
	Patty Morales (Bilingual)	Fiscal Tech Specialist	452 Old Mammoth Road	760-924-1773	760-934-9753
Walker	Cathy Touchstone	Fiscal Tech Specialist	107384 Hwy 395	530-495-1262	775-291-4256
	Megan Foster	Fiscal Tech Specialist	107384 Hwy 395	530-495-1262	530-495-2609
Bridgeport	Debra Ybarra	Fiscal Tech Specialist	85 School St	760-932-5600	775-690-3238

## County/Local, State, Federal and Private Agencies Responsible for Disaster Assistance

Name of Emergency Services	Specialist Service Provided	Contact Details	
California Electronic Benefit Transfer Operations	• EBT cards	916-263-6600	
Office of Emergency Services (OES)	<ul> <li>Disaster Preparedness</li> <li>Emergency Management</li> <li>County Emergency Operations Center (EOC)</li> </ul>	760-932-5279	
Calif. Office of Emergency Services (OES)	<ul><li>Telecommunications</li><li>Homeland Security</li><li>Disaster Assistance</li><li>Earthquake Programs</li></ul>	916.845.8510 <u>www.oes.ca.gov</u>	
Mono County Fire Dept.	Emergency fire and rescue services	911	
Mono County Paramedic	Emergency medical services	911	
Mono County Sheriff's Department	Law enforcement and rescue services	911 760-932-7549	
Mono County Risk Management	Identifies and minimizes the risks associated with County operations	760-932-5415	
Mono County Public Works	Road Maintenance, Snow Removal, County Facility Access	760-932-5459	
Mammoth Lakes Police Department	Law enforcement and rescue services in the Town of Mammoth Lakes	911 760-934-2011	
Mono County Public Health Officer	Public Health Issues	760-924-1828	
Community Emergency Response Team (CERT)	Emergency First Response Volunteers	760-965-6736	

**Definitions of Terms** The following terms and forms are used in the DCF.

Accessible Liquid

Resources

Includes cash on hand, and funds in an accessible checking and savings accounts Does NOT include IRA accounts, disaster insurance payments, or disaster assistance received or expected to be received during the benefit period and payment from Federal, state or county/local government agencies or disaster assistance organizations. This includes disaster-related Unemployment Compensation.

Allotment

Replacement

The replacement benefits for food items purchased with Food Stamp benefits and lost/destroyed as a result of a household disaster.

**Application Period** 

Period during which the county may accept applications for DCF benefits from new households and applications for supplements from ongoing households. Generally, the application period is 7 days.

Deductible

Disaster-

Expenses that the household has paid or expects to pay *out-of-pocket* during the disaster benefit period. Please note:

**Related Expenses** 

-If the household has received or anticipates receiving a reimbursement for these expenses during the disaster period, only the net expense is deductible.

-If the household pays expenses using a credit card and will pay their credit card bill after the disaster benefit period, that expense is not considered out-ofpocket and is not deductible.

Examples of deductible disaster-related expenses:

- -Home or business repairs
- -Temporary shelter expenses
- -Evacuation expenses
- -Home/business protection
- -Disaster-related personal injury expenses
- -Disaster-related funeral expenses
- -Disaster-related pet boarding fees
- -Expenses related to replacing necessary personal and household items, such as clothing, appliances, tools, and educational materials
- -Fuel for primary heating source
- -Clean-up items expense
- -Disaster-damaged vehicle expenses
- -Disaster-related moving and storage expenses

Note: Take care not to mistakenly equate a household's total disaster losses with DCF disaster expenses. For Example, a family might report the destruction of the \$80,000 home. However, only that household's out-of-pocket expenses that are *not expected to be reimbursed in that benefit period* would be considered for determination of eligibility, not the entire value of their destroyed home.

#### Definitions of Terms cont'd

DFA 303

The required affidavit to be completed by the SNAP head of household or Authorized Representative to request replacement of benefits lost due to a household disaster or misfortune. The DFA 303 includes a declaration of disaster or misfortune section, as well as a request for replacement Food Stamp benefits section.

**DFA 385** 

The application specific to DCF only.

Disaster

There are two types of disasters:

Lesser Disaster: A disaster such as, but not limited to, a flood, fire, or other catastrophe or temporary emergency that has not been declared a major disaster but is severe enough to have disrupted commercial channels of food distribution.

Major Disaster: One of the following occurrences, which by the determination of the President of the United States causes damage of sufficient severity and magnitude to warrant major disaster assistance to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused due to:

- Any natural catastrophe (such as a drought, earthquake, high water, hurricane, landslide, mudslide, snowstorm, storm, tidal wave, tsunami, tornado, wind-driven water, or volcanic eruption), or
- Regardless of cause, any explosion, fire, or flood.

Disaster Benefit Period

The budgeting period for the DCF (only income, resources, and expenses during the benefit period are considered for DCF eligibility). The benefit period approved by FNS for each DCF is 30 days, except in extraordinary circumstances. The benefit period begins on the date of the disaster or the date of any mandatory evacuation preceding the disaster.

Disaster Gross Income Limit (DGIL)

This is calculated each year by USDA Food and Nutrition Service (FNS) and adds together the maximum monthly net income limit, the maximum stand income deduction amount and the shelter expense deduction. Current DGIL's can be found at

http://www.fns.usda.gov/disasters/response/DCF Handbook/guide.htm

DCF e-Application The on-line application available on the C4Yourself.com website, completed and submitted by the household during a federally declared disaster. This application is only available on the website when a disaster is declared.

## Definitions of Terms cont'd

#### Income

The total net (take-home) pay of all household members received or anticipated to the received in the 30 benefit period after all deductions (no matter why the deduction). Includes the wages a household actually receives after taxes and all other payroll withholding (including contributions to 401K or other inaccessible accounts, automatic payments to creditors, and the like), public assistance payments or other unearned income, and net self-employment income.

#### Inaccessible Liquid

Resources or Income Inaccessible liquid resources (e.g., the bank is closed due to the disaster) for a substantial portion of the benefit period. State agencies should remember that in this day of electronic banking, closed brick-and-mortar banks may not cause inaccessibility of resources.

Delay in receipt of income for a substantial portion of the benefit period.

#### Maximum Disaster

#### Benefit

An allotment equal to the maximum monthly allotment established for the regular CalFresh for the appropriate household size.

States may choose to supplement the regular CalFresh benefits of ongoing

households to bring them to the maximum allotment.

For current Disaster Gross Income Limits and Allotment tables, see <a href="http://www.fns.usda.gov/disasters/response/DCF">http://www.fns.usda.gov/disasters/response/DCF</a> Handbook/guide.htm.

#### Resources

Only accessible, liquid resources.

## Shelter Expense

## Deduction

The maximum excess shelter expense deduction from the regular CalFresh.

# Mono County Disaster CalFresh Plan

Plan Accepted and Approved by:

Julie Tiede, Director
Mono County Department of Social Services

7. 18. 1( Date



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

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∑Consent Hearing	Departmental	Correspondence	Action	Publi
Scheduled	Time for	Closed Session		Informationa

FROM: HEALTH & HUMAN SERVICES - Social Services

FOR THE BOARD MEETING OF: June 12, 2012

SUBJECT: Approval of MOU between County of Inyo and County of Mono for Disaster CalFresh Mutual Aid

#### **DEPARTMENTAL RECOMMENDATION:**

Request your Board approve the Inyo-Mono Disaster CalFresh Mutual Aid MOU, and authorize the chairperson to sign.

#### CAO RECOMMENDATION:

#### SUMMARY DISCUSSION:

In 2011 the HHS Employment and Eligibility division prepared and submitted a Disaster CalFresh Plan to the California Department of Social Services. The purpose of the plan is to have a policy and procedure outlined for issuance of Disaster CalFresh (food stamps) benefits in the event that the County is struck by a disaster and the ongoing CalFresh Program cannot meet the needs of eligible households. Disaster CalFresh benefits will only be approved in the event that a major disaster has been declared by the President of the United States, or in a smaller localized disaster where commercial channels of food distribution have been disrupted. In such an event, Inyo County must request authorization from the California Department of Social Services or the Federal Food and Nutrition Service (FNS) Regional Disaster Task Force to issue Disaster CalFresh benefits.

The Inyo County HHS Employment and Eligibility division and the Mono County Social Services Department have developed a basic mutual aid agreement to support issuance of Disaster CalFresh benefits in the event that a disaster damages a county building and equipment to the extent that either county is prevented from processing Disaster CalFresh applications independently. Under the MOU, post disaster support/services include, but are not limited to: worksite locations, personnel support, and/or technical support.

#### **ALTERNATIVES:**

Your Board could choose not to sign the Disaster CalFresh Mutual Aid MOU. Doing so could delay or prevent Inyo County residents access to Disaster CalFresh benefits if local resources are damaged or are inaccessible due to a major disaster.

#### **OTHER AGENCY INVOLVEMENT:**

Mono County Social Services Department

## In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 12<sup>th</sup> day of *June*, 2012 an order was duly made and entered as follows:

HHS-Soc. Serv./ CalFresh Mutual Aid MOU Moved by Supervisor Cervantes and seconded by Supervisor Cash to approve the Inyo-Mono Disaster CalFresh Mutual Aid MOU and authorize the Chairperson to sign. Motion carried unanimously, with Supervisor Fortney absent.

WITNESS my hand and the seal of said Board this 12th

Routing	
CCPurchasing	-
Personnel	
Auditor	-
Other HHS	
DATE: June 20, 2012	-

Day of	June	2012
	ST-100-S	

KEVIN D. CARUNCHIO Clerk of the Board of Supervisors

Patricia Gunsolley, Assistant



# **COUNTY OF INYO**

Department of Health and Human Services Employment and Eligibility Division

# CALFRESH DISASTER PLAN

June 30, 2011

Submitted by: \_\_\_\_ean

Jean Turner, Director, Inyo County Health and Human Services Department

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## **EMERGENCY CONTACTS**

## **Federal**

FNS Disaster Assistance Coordinator: Brenda Lisi, Brenda.Lisi@fns.usda.gov, (703) 305-2041

FNS Disaster Assistance Webpage:

http://www.fns.usda.gov/disasters/disaster.htm

#### State

As early as possible, the county will connect with the CDSS CalFresh Branch to advise on the status of the disaster.

Name	Dept/Title	Phone Number	E-mail address
Kristin Brinks	CDSS/CalFresh Branch/SSM I	(916) 654-1435	kristin.brinks@dss.ca.gov
Shanee Clark	CDSS/CalFresh Branch/Analyst	(916) 653-7973	shanee.clark@dss.ca.gov
Brian Tam	CDSS/CalFresh Branch/Chief	(916) 653-5420	brian.tam@dss.ca.gov
Mike Papin	CDSS/CalFresh Branch/Bureau Chief	(916) 654-1880	mike.papin@dss.ca.gov
Linda Patterson	CDSS/CalFresh Branch/Chief	(916) 651-9915	linda.patterson@dss.ca.gov
Rapone Anderson	CDSS/PIB/SSM II	(916) 653-1511	rapone.anderson@dss.ca.gov
Lucy Hildebrand	CDSS/PIB/Analyst	(916) 653-8421	lucy.hildebrand@dss.ca.gov
Yvonne Lee	CDSS/PIB/Chief	(916) 657-3451	yvonne.lee@dss.ca.gov
Lori Starnes	CDSS/Fraud/ Bureau Chief	(916) 263-5738	lori.starnes@dss.ca.gov
Hope Rios	FNS/Policy Coordinator	(415) 705-1361 ext. 313	hope.rios@fns.usda.gov
Veronica Brown	FNS/EBT Coordinator	(415) 705-1361 ext. 313	veronica.brown@fns.usda.gov
Dave Bailey	FNS/Section Chief	(415) 705-1361 ext. 303	dave.bailey@fns.usda.gov
Patty Lower	OSI/EBT Assistant Project Director	(916) 263-1680	patty.lower@osi.ca.gov
Joan Gifford	Customer Service Coordinator	(916) 263-4163	joan.gifford@osi.ca.gov
John Gaebler	Operations Manager	(916) 263-3268	john.gaebler@osi.ca.gov

When the county is ready to initiate the Disaster CalFresh or waiver process, the CDSS CalFresh Branch will establish daily conference calls with affected:

- FNS.
- SAWS consortia manager(s),
- State EBT Project,
- CDSS Fraud & Program Technology

 Counties (including neighboring counties who have clients evacuating into their areas),

#### Local

## Health and Human Services Department Operations Center (DOC)

- Jean Turner, Director: (760) 873-3305
- Linda Benson, Assistant Director, (760) 872-4245

#### **CalFresh Operations**

- Sheri Snyder, Supervisor, Employment and Eligibility: (760) 872-1394
- Dawndee Rossy, Supervisor, Employment and Eligibility: (760) 872-1394

#### American Red Cross

## American Red Cross of Greater Los Angeles

- Red Cross Emergency Services 24-hour Call Center: (888) 737-4306
  - o Select option 6 for disaster services.
  - o This call center initiates the local Disaster Action Team (DAT).

#### APPLICATION FOR AUTHORIZATION

## County Welfare Department (CWD) Requirements

When all or part of a county has been struck by a disaster and the ongoing CalFresh Program cannot meet the needs of the eligible households, the CWD may apply through the California Department of Social Services to the federal Food and Nutrition Service (FNS) Regional Disaster Task Force for authorization to implement Disaster CalFresh benefits. The disaster shall be either a major disaster declared by the President where commercial channels of food distribution may not have been disrupted or a lesser disaster where commercial channels of food distribution have been disrupted and resorted. The initial application may be made informally, by telephone or otherwise, through CDSS, as soon as the need has been established (see Attachment C). A written application with substantiating facts shall be submitted to FNS through CDSS as soon as possible after the informal application is made. The written application shall include the following items:

- The date the disaster began;
- A description of the geographical area of the county in need of Disaster CalFresh benefits issuance;
- A determination with substantiation that households residing within the affected parts of the disaster area are in need of Disaster CalFresh benefits issuance;
- An estimate of the number of potentially eligible households in need of Disaster CalFresh benefits issuance;
- A determination with substantiation that the food need of the affected households cannot be met by the ongoing CalFresh Program;
- An assessment of the availability and accessibility of certification and issuance sites in the disaster area:
- A determination that temporary emergency certification and/or issuance arrangements are/are not necessary, and a description of any such proposed arrangements;
- An estimate of the length of the disaster benefit period, i.e., the time it will take households to return to their normal means of support, which shall be either one-half or one full month:
- An estimate of the length of the disaster authorization period i.e., the time needed to accept and process all applications for Disaster CalFresh benefits issuance, which shall not exceed the disaster benefit period;
- A determination with substantiation that for a lesser disaster, commercial channels of food distribution have been disrupted and restored, and for a major disaster, substantiation that commercial channels of food distribution are available;
- An assessment of the availability and accessibility of FNS-authorized retail and wholesale food outlets in the disaster area;
- Information on the use of any disaster relief agencies, with which the CWD plans to cooperate in administering Disaster CalFresh benefits assistance procedures. The CWD shall also specify the function(s) it intends to delegate to the disaster relief agencies and the specific geographical area in which such functions will be performed;

- A determination with substantiation that the distribution of federally donated food commodities is/is not necessary in any part of the disaster area; and
- A determination with substantiation as to whether or not the CWD plans to reduce Disaster CalFresh benefits allotments issued to households currently certified under the ongoing program by the amount of the household's regular monthly CalFresh allotment or a justification as to why this action is not administratively practicable.

# FNS/CDSS Authorization Required Prior to Disaster CalFresh Benefits Issuance

- If the application is approved, FNS will through CDSS, provide immediate notification and instructions in person or by phone followed by written confirmation. This will include authorization of emergency certification and issuance procedures and the authorized geographical area.
- If the application is denied, FNS with, through CDSS provide immediate notification in person or by phone, followed by written confirmation, of the reason for the denial. The CWD may request through CDSS a review of the denial if additional information is available to substantiate the request for authorization

## Household Certification

 Certifying agency CWD staff shall provide certification for Disaster CalFresh benefits issuance, assisted in eligibility determination by volunteers and any authorized disaster relief agencies that have been approved by FNS.

#### Mutual Aid

Depending upon the extent of the disaster, the CWD may request aid form neighboring counties. Such aid may include:

- Eligibility Workers and/or Integrated Case Workers;
- Lap tops or computers with C-IV access:
- Facilities to issue disaster benefits to displaced/evacuated residents;

Mutual Aid provided by other counties will be tracked and appropriately reimbursed. Inyo and Mono Counties are in the process of securing a Memorandum of Understanding specifically for disaster CalFresh mutual aid.

## **CERTIFICATION PROCESS**

#### **Overview**

The certification process includes three areas:

- Completing the application
- Application screening
- Interview and certification

## Completing the Application

Client must complete a D-SNAP application, DFA-385 (see Attachments A and B). There will be tables, clipboards and pens available as well as persons to answer questions, identify language issues, and help fill out the applications if the applicant cannot read or write.

## **Application Screening**

In order to expedite the certification process, staff will screen the applicants before the applicant is interviewed. It will be the screeners' responsibility to review the application for completeness, be sure the applicant has required verification of identity and check for duplicate or on-going participation.

## Interview and Certification

The interview area will be set up to protect applicants' privacy to the extent feasible. During the interview the Integrated Caseworker will: 1. conduct the interview by going over the application and clarifying any questions or discrepancies. 2. Verify information as required or appropriate. 3. Explain to the applicant how the process works and answer any questions they may have. 4. Determine eligibility (eligibility will be determined as expeditiously as possible but no later than 3 calendar days from the date the application was filed. 5. Clients whose circumstances have changed after they filed an application and were denied must reapply for the Disaster CalFresh benefits during the application period. Clients do not have the right to reopen their denied case in order to have their eligibility recalculated because their personal circumstances have changed during or after the application period. All applicants shall have interviews. The interviews may be conducted by CWD agency certification workers, volunteers or other designated non county personnel. To assist in the certification process, the CWD may use group sessions to prescreen applicants, explain household rights and responsibilities to explain how to complete the application.

## **Policy**

To ensure that applicants are treated consistently, all staff including volunteers will be trained on the policies appropriate to their job. Supervisors will be available either in person or by phone to provide consistent policy guidance on questions that arise during the disaster operation.

#### On-Site Review

Supervisors on-site will do random reviews to ensure accuracy of both approved and denied cases. Integrated easeworkers will inform applicants of their right to request a fair hearing if they are dissatisfied with the outcome of their case.

## **ELIGIBILITY CRITERIA**

## Household Eligibility Requirements

## Requirement

## The Household

## Residency

Must have lived in the disaster area at the time of the disaster. Proof of residency may be established by using one or more of the following documents: Utility bills, tax bills insurance policies, driver's licenses, other ID with address, bills, or other documents that establish the applicant's home. If residency cannot be readily verified despite efforts of the household and the CWD, benefits shall **not** be denied.

#### Identity

Photo ID or two documents that verify identity and residency or a signed affidavit from collateral contact attesting to the identity of the applicant, when other sources of identity are not available.

#### Purchase Food

Must plan on purchasing food and preparing meals during the disaster benefit period.

#### Adverse Effect

Must have experienced at least one of the following adverse effects

- Lost or inaccessible income, including reduction or termination of income, or a delay in receipt of income for a substantial portion of the benefit period
- Inaccessible liquid resources (e.g. banks are closed due to the disaster) for a substantial portion of the benefit period
- Disaster-related expenses not expected to be reimbursed during the 30-day benefit period. Eligible expenses may include the following plus any reasonable disaster-related expenses as determined by the agency:
  - Expenses to repair damage to the household's home or other property essential to employment or selfemployment of a household member.

- o Temporary shelter expenses
- Evacuation expenses
- o Home/business property protection
- o Medical expenses due to personal injury
- o Disaster related funeral and burial expenses

#### Income and Resource Test

Total net income received during the benefit period, plus accessible liquid resources, minus eligible-related expenses shall not exceed the disaster gross income limit (see Attachment E). The disaster gross income limit may with FNS approval include within it a predetermined, standard deduction for disaster expenses. (See above)

#### **Special Cases**

- 1. An applicant who is staying in a shelter, but not expected to remain there for the entire benefit period, IS eligible for disaster benefits.
- 2. If an applicant for disaster benefits has an application pending for the regular program, then he/she is NOT an ongoing recipient for purposes of determining eligibility or amount of disaster benefits.

#### Basis of Emergency Benefit Issuance

If the household meets the emergency benefit eligibility criteria, an emergency allotment shall be authorized and issued.

The CWD shall provide the household an opportunity to obtain an allotment on the day of application, unless restrictions such as curfews make it impossible to meet this standard. In these situations, eligible households shall be provided the opportunity to obtain allotments not later than the day following the date the application was filed.

The Disaster CalFresh benefits allotment shall be determined on the basis of household size and Disaster CalFresh benefits issuance tables provided by FNS.

The interviewer shall review the application and advise the household verbally or in writing whether the application was approved or denied and of its rights and responsibilities. If the application is approved, the household shall be advised of the allotment amount, the

length of the disaster benefit period and the proper use of CalFresh. If denied, the CWD shall explain the basis for the denial verbally or in writing. Households denied disaster benefits may request a state hearing. In addition to the right to a state hearing, the CWD shall offer the household an immediate supervisory review of the denial. The interviewer shall also verbally advise the household of the civil and criminal penalties for violation of the Food Stamp act and that the household may be subject to a post-disaster review.

Households currently certified for the ongoing program may also be eligible for emergency benefits. Eligibility shall be determined in the same manner as for any other disaster victim. To the extent practicable, the CWD shall reduce disaster benefits issued to households currently under the ongoing program by the amount of benefits issued to the household under the ongoing program for any part of the disaster benefit period.

If the household's food has been damaged and must be replaced as a result of the disaster, the emergency allotment shall not be reduced by the amount of benefits issued under the ongoing program. The emergency allotment shall be equal to the value of the food actually lost in the disaster, but not greater than the applicable maximum monthly allotment for the household size.

If the disaster benefit period is extended beyond the original designation, households that have already received emergency benefits shall be recertified and issued an additional emergency allotment for the extended benefit period, if they still meet emergency eligibility criteria. A household applying for recertification shall again submit an application and be interviewed. At recertification the CWD shall reverify identity and residency if these items are now questionable or residency has changed.

#### Maximum Disaster Benefit

An allotment equal to the maximum allotment established for the regular benefits for the appropriate household size.

#### SECURITY

## Application/Issuance Site Security

Site security will be provided by varies law enforcement agencies (i.e. Bishop Police Department, Inyo County Sheriff's or Probation Departments) throughout the county, as designated by the director of the Emergency Operations Center (EOC). The amount of security needed will depend on the site location and the layout of the building. At the time of a disaster CWD will work with local law enforcement to establish appropriate security based on the situation. County staff and volunteers will be used to assist with crowd control and assist applicants by directing them to the appropriate area and or completing the application.

## EBT Card Security

The application/issuance site will be set up in a way in which to maximize the security of EBT card stock. Depending on the floor plan of the building used, if there is a side room out of the flow of traffic that is were the card stock will be placed and only county staff will be allowed in. Individual cards will be brought out into the common area and given to the applicants after the application is approved. EBT cards will be kept out of public sight. Bulk card stock will be kept in a locked county building in locked file cabinets only keeping minimal card stock at the actual issuance site. As card stock at the issuance site gets low, county staff will bring another supply of cards to the issuance location. At no time would card stock at the issuance location be left unattended by county staff. Tight control of card stock will remain in place with strict inventory tracking of all cards issued. At night the EBT cards will be removed from the issuance site location and taken to the county building were the bulk stock is stored. EBT card shipment boxes and trays will remain in the security-tape-sealed boxes until needed. As we are a small remote county there is no secure carrier service available so EBT cards will be transported by county staff with law enforcement present if necessary.

## **CASEWORKER TRAINING**

County eligibility staff will be trained on disaster eligibility during there initial training and then provided refresher training annually. Staff will be trained on the following:

- Overview of disaster eligibility certification process;
- Roles and responsibilities of each position;
- Eligibility criteria;
- Calculating eligibility;
- Approved disaster eligibility waivers that affect eligibility;
- Verification requirements and acceptable documentation;
- Applicant applications and other forms;
- Allotment tables:
- Fraud control measures;
- Duplicate participation checks;
- · Communication with disaster victims;
- In addition to providing training, each worker will receive a folder containing the above information that can be used as a reference guide during a disaster;

## FRAUD PREVENTION

County staff will work diligently to prevent fraud and avoid duplicate issuances. To obtain this, the following measures will be put in place:

- If the eligibility automation system is available information on all household members will be entered into the system to prevent persons from obtaining benefits as a member of more than one assistance unit.
- All denied applications will be entered into the automation system so that households that are denied and later reapply are detected for further follow-up.
- If there is not an automation system available a hard copy of applicants will be kept capturing both approved and denied applications. If there are multiple sites through out the county determining eligibility, a list will be provided to each site on a daily basis.
- Clients without required verification or with inconsistent information will be referred to a highly experienced worker or supervisor.
- Staff will cross-check applicants to avoid duplicate aid before authorizing benefits.
- Separation of duties for certification and issuance.
- Supervisors or managers will handle all employee related cases.
- Program requirements as well as fraud information will be provided to applicants and the staff will review the information with the applicant during the interview.

## **ISSUANCE PROCEDURES**

In the event of a disaster, CalFresh benefits will be issued through the EPPIC system which has features that are unique to disaster relief support. If regular office computers are operational we will utilize them to access the EPPIC system. If office computers are not available we will access the EPPIC system using laptop computers. In the event of a disaster, the county will contact the State EBT Operations to order disaster EBT card stock. The request needs to include:

- The number of cards requested in lots of 500.
- The address where the cards need to be delivered.
- Contact information for the person that will be taking delivery of the cards.

Issuance of EBT cards will be done by supervisors or managers with tight control of card stock and strict inventory tracking of all cards issued. Case workers will provide a EBT Card Request to the issuance staff (See Attachments F), upon receipt of the card request, issuance staff will enter the information on the EBT Issuance Log (See Attachment G), at the end of each day the totals from the issuance log will be entered onto the EBT Inventory Log (See Attachment H) in order to maintain a daily inventory count of card stock.

## REPORTING

The following reports must be turned in:

- Daily Disaster CalFresh Reports (Attachment I)
- FNS-292 (Submitted by CDSS)
- FNS-388 (Submitted by CDSS)
- Other regularly submitted issuance and benefit inventory reports shall also reflect disaster issuance.

#### Daily Disaster CalFresh Report

The Daily Disaster CalFresh Reports should include the following elements:

- Number of new households approved
- Number of ongoing households receiving supplements
- Number of new persons approved
- Number of ongoing persons approved for supplements
- Number of new households denied
- Value of new benefits approved
- Value of supplements approved
- Average benefit per new household
- Average benefit per ongoing household

## ATTACHMENT A

APPLICATION FOR EMERGENCY FOOD STAMP ASSISTANCE

DFA 385

CASE NUMBER

COUNTY USE ONLY

# APPLICATION FOR EMERGENCY FOOD STAMP ASSISTANCE

#### IMPORTANT INFORMATION - READ CAREFULLY

#### YOUR RIGHTS AS AN APPLICANT OR RECIPIENT:

- To be served without regard to race, color, national origin, religion, political affiliation, sex, handicap, or age, and to file a complaint if you feel you have been discriminated against.
- To get emergency food stamps within one day if you are eligible.
- To talk about any action regarding your case with the County Welfare Department and to ask for a state hearing within 90 days.
- To have an immediate review by a supervisor if your application is denied.
- To file a complaint or ask for a state hearing by writing to your County Welfare Department or by calling toll-free 1-800-952-5253. The toll-free number for the deaf (TDD) is 1-800-952-8349.
- To represent yourself at a state hearing or be represented by a household member, friend, attorney, or any other person.

#### YOUR RESPONSIBILITIES AS AN APPLICANT OR RECIPIENT:

- Answer the questions truthfully and completely, the best you can. If you refuse to provide any of the needed information, you will not get food stamps.
- At your interview, you must show proof of the identity of the head of household, the identity of the person completing the application, and if possible, proof of the household's residence at the time of the disaster.
- You must cooperate with county, state and federal staff if you are selected for a review after the disaster period.

 You may authorize someone else to pick up your food stamps for you or to use them to buy your food. If you would like to authorize someone, complete below:

NAME OF AUTHORIZED REPRESENTATIVE

TELEPHONE NUMBER

ADDRESS

CITY

#### PENALTY WARNING!!

IF YOUR HOUSEHOLD GETS FOOD STAMPS, IT MUST FOLLOW THE RULES LISTED BELOW. FAILING TO REPORT INFORMATION OR MISREPRESENTATION OF FACTS CAN RESULT IN LEGAL PROSECUTION WITH PENALTIES OF A FINE, IMPRISONMENT OR BOTH. THE PENALTIES CAN RESULT IN DISQUALIFICATION FROM THE PROGRAM, FINES UP TO \$250,000 OR IMPRISONMENT FOR UP TO 20 YEARS. THE DISQUALIFICATION PENALTIES ARE 6 MONTHS FOR THE FIRST VIOLATION, 12 MONTHS FOR THE SECOND VIOLATION, AND PERMANENT DISQUALIFICATION FOR THE THIRD VIOLATION.

- Do not give false information or withhold information to get food stamps.
- Do not trade or sell food stamps, Authorization to Participate Cards (ATPs), or any other issuance device.
- Do not alter ATPs or any other issuance device to get food stamps you are not entitled to receive.
- Do not use food stamps to buy ineligible items such as alcoholic drinks and tobacco.
- Do not use someone else's food stamps, ATPs or any other issuance device for your household.

	·								
INSTRUCTIONS: Please complete the questions on this form for your expected circumstances during the disaster benefit period shown above. You, another member of your household or another adult who knows you may complete this form. If it is completed by an adult who is not a member of your household, attach written					COUNTY USE ONLY  Disaster Application				
,	oval signed by the head of the household or another adult household member.		-,		.,		Disaster R	ecertificatio	วก
NAME (	(HEAD OF HOUSEHOLD)						n the head o		d's
PERMA	NENT HOME ADDRESS AT TIME OF DISASTER TELEP	HONE NU!	38ER			ſ	YES		1
TEMPO	DRARY ADDRESS FELEP	HONE NU!	ABER			7	Type of veri		
PAR	T A - HOUSEHOLD SITUATION. (You must check Yes or No for each quest	ion)				le n	ermanent re	osidoneo in	
1.	Have you paid or expect to pay during the disaster benefit period any of the						aster area?	esidence in	ŧ
	following disaster-related expenses: repairs or replacement of home, business, rental property; temporary shelter; moving from evacuated home; protecting home, business, or rental property; medical, burial or funeral resulting from disaster-related injuries?	or	YES	[,"]	NO	7	YES Type of veri	□ NO fication:	)
2.	Are you unable to get to your household's income or cash resources?	marinton m n n	YES		NO		the house		
3.	Have your income or cash resources been lowered, delayed or stopped becaus of the disaster?	se	YES		NO		dence be v	erified?	)
4.	Will you be buying food and preparing meals during the disaster benefit period?	? ==	YES		NO	7	Type of veri	fication:	

ΡAF	TB.	- HOUSEHOLD MEMBERS						COUNTY US	E ON	_Y
5.	List	the names of all persons applying for en		mps. Include	only perso	ons who	were	Number of Persons		
NAME		ng with you at the time of the Disaster of HouseHold)(H#G	•	SSN"		BIRTHDATE		in household from 5	k antonium,	
A.			RELATION TO HH	SSN*		BIRTHDATE		Number of IPV/ET disqualified from 6		eranaron compansona.
B.			RELATION TO BH	SSN		BIRTHDATE		Household size	=	
C.			RELATION TO HH	SSN'		BIRTHDATE				
D. NAME			RELATION TO PIH	SSM'		BIRTHOATE				
E.			RELATION TO HH	SSN'		BIRTHOATE				
F. NAME			RELATION TO HH	SSN*		BIRTHDATE				
G.							,			
* Te		your Social Security Number (SSN) is vol				rposes c	only.			
6.	pro	anyone listed above currently disqualified gram violation (fraud) or for failing to do a es, who?	from the Food Sta work requiremen	amp Program it?	for [	) YES	□ NO	Computation  A. Anticipated Income (from 7)		
ĐΔF		- INCOME/RESOURCES/EXPENSES						B. Accessible	.) \$	
7.	a.	What is the total amount of take home por will get during the disaster benefit pe	oay or other incom				received	Cash Resources (from 8 )	+	
	b.	List all your income sources:	1100: 4					C. Total disaster period income ≈	J	··········
8.		t all cash resources the persons listed ab		get to durino	the disas	ster bene	fit period.	(A+B) D. Total allowable	\$	
		not include any money listed in number in the counts on Hand Savings Accounts		g Accounts		Other		disaster-related expenses		
	\$	Savings Accounts	\$	g Accounts		S		(from 9 )	\$	***********
9.	Ent	ter the amount of expenses for losses or sect to pay during the disaster period. Do ed above or which will be reimbursed dur	damages related not list amounts v	vhich will be p				E. Accessible disaster period income (C-D)	= \$	
	a.	Repair or replacement of home, busine	-					F. Maximum Disas	ter	
	b.	Temporary shelter expenses.	ad or romar propo					Income Limit for household size		
		Moving costs from evacuated home.		-				(from Table)	\$	
	C.	_	e os rontal arabost					If E is equal to or less	than f	-, the
	d.	Expenses for protecting home, busines				······································		household is eligible.  Eligible:   Ye	-e (	
	e.	Medical or funeral expenses resulting fr injuries.	om disaster-relate	su \$				· ·	. O :	NO
		•		_		C	···	Allotment 1. Disaster		
10.	a.	Is anyone listed above currently getting If YES, who?	·	athly Allaton		res [	_] NO	Allotment (from Table)	\$	
					III \$			2. Regular	Ψ	
	b.	Did they ask for or get replacement state	mps for this month	1?	□ Y	'ES [	□ NO	Allotment Already	-	
YOU	JR CI	ERTIFICATION						Received	\$	
food infor cour	assi matio	hat I understand the questions on the a stance. I have read the above Penalty W on necessary to determine the accuracy tate and federal staff in a review to be co y be required to repay any benefits which	Parning (or had it roof my eligibility. I anducted after the	ead to me). I f I am selecti disaster ben	authorize ed, I will f efit period	the refea ully coop . I also u	ase of any erate with nderstand	Allotment (12)	= \$	OME VII OUT THE MALE A
		chorized representative reports incorrect under penalty of perjury under the laws			a and the	State of	California	issuance document I	D Num	ber
		order penalty of penalty order line laws after a second or my application is			a and tile	Sidio VI	Jamorria	Client ID issued		NO
SiGNA	YURE (/	ADULT HOUSEHOLD MEMBER OR AUTHORIZED REPRESENT	ATIVE)		DATE			WORKER'S SIGNATURE	Luí	DATE

## ATTACHMENT B

APPLICATION FOR EMERGENCY FOOD STAMP ASSISTANCE (SPANISH)

DFA 385 (SP)

SOLO PARA USO DEL CONDADO

#### SOLICITUD DE ESTAMPILLAS PARA COMIDA DE EMERGENCIA

CASE NUMBER WORKER Periodo de beneficios por desastre: de \_ DATE RECEIVED

#### INFORMACION IMPORTANTE - LEASE CUIDADOSAMENTE

#### SUS DERECHOS COMO SOLICITANTE O BENEFICIARIO:

- a que se le atienda sin considerar su raza, color, origen nacional, religión, afiliación política, sexo, impedimento, o edad; y a presentar una queja si piensa que se le ha discriminado.
- a recibir estampillas para comida de emergencia dentro del plazo de un día, si reúne los requisitos
- a hablar con el departamento de bienestar del condado sobre cualquier acción relacionada con su caso y a pedir una audiencia con el estado dentro del plazo de 90 días.
- a que un supervisor(a) haga una revisión inmediata de su caso si se niega su solicitud.
- a presentar una queja o pedir una audiencia con el estado escribiéndole al departamento de bienestar del condado en su localidad o llamando al número gratuito:
  - 1-800-952-5253. El número gratuito para sordos (TDD) es el 1-800-952-8349.
- a representarse a si mismo en una audiencia con el estado o a que le represente un miembro del hogar, un amigo, un abogado, o cualquier otra persona.

#### SUS RESPONSABILIDADES COMO SOLICITANTE O BENEFICIARIO:

- contestar las preguntas, lo mejor que pueda, de manera completa y verídica. Si usted se rehusa a proporcionar cualquiera de la información necesaria, no recibirá estampillas para comida.
- durante su entrevista, presentar pruebas de la identidad del jefe de la familia, de la identidad de la persona que llene la solicitud, y si es posible, pruebas del domicilio del hogar cuando ocurrió el desastre.
- cooperar con el personal del condado, del estado y del gobierno federal, si se le selecciona para que se haga una revisión de su caso después del periodo de desastre.

Puede autorizar a otra persona a que recoja sus estampillas para comida por usted o para que las use para comprarle la comida. Si desea autorizar a alguien, complete abajo:

NOMBRE DEL REPRESENTANTE AUTORIZADO

NUMERO DE TELEFONO

DIRECCION

CIUDAD

#### **HAVISO SOBRE SANCIONES!!**

SI SU HOGAR RECIBE ESTAMPILLAS PARA COMIDA, TIENE QUE SEGUIR LAS REGLAS INDICADAS ABAJO. EL NO REPORTAR INFORMACION O EL FALSEAR LOS HECHOS PUEDE RESULTAR EN EL ENJUICIAMIENTO LEGAL CON SANCIONES DE MULTA. ENCARCELAMIENTO O AMBAS COSAS. LAS SANCIONES PUEDEN CAUSAR DESCALIFICACION DEL PROGRAMA, MULTAS DE UN MAXIMO DE \$250,000 DOLARES O ENCARCELAMIENTO POR HASTA 20 AÑOS. LAS SANCIONES DE DESCALIFICACION SON DE 6 MESES POR LA PRIMERA VIOLACION, 12 MESES POR LA SEGUNDA VIOLACION Y DESCALIFICACION PERMANENTE POR LA TERCERA VIOLACION.

- No de información falsa, ni retenga información para obtener estampillas para comida
- No cambie ni venda estampillas para comida, las tarietas de Autorización para Participar (ATP), ní cualquier otra autorización para beneficios.
- No altere las tarjetas de ATP ni otra autorización para beneficios con el fin de obtener estampillas para comida que no tenga derecho a recibir.
- No use las estampillas para comida para comprar artículos que no esten autorizados, tales como bebidas alcohólicas y tabaco.
- No use las estampillas para comida, las tarietas de ATP, ni cualquier otra autorización para beneficios que pertenezca a otra persona para su propio hogar.

se e	STRUCCIONES: Por favor, complete las preguntas de este formulario en relación a las circunstancias que esperan durante el período de beneficios por desastre indicado arriba. Usted, otro miembro de su hogar, u o adulto que lo conozca puede completar este formulario. Si lo hace un adulto que no sea miembro de su					SOLO PARA USO DEL CONDAD  Disaster Application			
	aduno que lo conozca puede completar este formulano. Si lo nace un aduno qu ir, adjunte una aprobación, por escrito, firmada por el jefe de la familia u otro mic					Disaster R	ecertification		
NOMBE	RE (JEFE DE LA FAMILIA)					Can the head o			
DIREC	CION PERMANENTE CUANDO OCURRIO EL DESASTRE NUME	RO DE TELE	FONO				1///13		
DIREC	DIRECCION TEMPORAL NUMERO DE TELEFONO			YES NO Type of verification:					
<b>PAR</b> 1.	TE A – SITUACION DE SU HOGAR. (Tiene que marcar "SI" o "NO" para cade ¿Ha pagado o espera pagar, durante el periodo de beneficios por desastre cualquiera de los siguientes gastos relacionados con el desastre: reparacione reemplazo de casa, negocio o propiedades que posee y tiene alquiladas; vivienda temporal; mudanza de una casa que tuvo que ser evacuada; protecci de su casa, negocio o propiedades que posee y tiene alquiladas; gastos médicos, de entierro o funeral que resultaron de lesiones relacionadas con el desastre?	so	unta.) Si	m	NO	Is permanent redisaster area?  Type of verif	□ NO		
2. 3.	¿Le es imposible obtener los ingresos o recursos en efectivo de su hogar? ¿Han disminuido, se han retrasado o han parado sus ingresos o recursos en efectivo debido al desastre?	1/100	SI SI	,	NO NO	Can the housel residence be ve			
4.	¿Va usted a comprar alimentos y preparar comidas durante el periodo de beneficios por desastre?	214 Mars	SI		NO	Type of verit	ication:		

		B - MIEMBROS DEL HOGAR				SOLO PARA USO DE	L CONDADO
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## ATTACHMENT C

TEMPLATE FOR LETTER TO CDSS REQUESTING A FULL DISASTER CALFRESH PROGRAM

## Template for Letter to CDSS Requesting a Full Disaster FS Program

(Use county letterhead if possible)

[Enter today's date]

John A. Wagner, Director California Department of Social Services 744 P Street, M.S. 8-17-11 Sacramento, CA 95814

[send letter by email to john.wagner@dss.ca.gov] with copies to charr.lee metsker@dss.ca.gov; chris.webb-curtis@dss.ca.gov; and yvonne.lee@dss.ca.gov]

Subject: REQUEST TO IMPLEMENT THE DISASTER FOOD STAMP PROGRAM

Dear Mr. Wagner:

The purpose of this letter is to request approval for the County of \_\_\_\_\_\_\_ to operate the Disaster Food Stamp Program. This request is needed to address the tremendous losses caused by the [enter type of disaster] that started on [enter date disaster started]. Attached is the required information needed to approve this request, including a map of the affected areas.

If you have any questions, please contact *[enter name, telephone number, and email address of primary and secondary county contacts].* Thank you in advance for your prompt response.

Sincerely,

[Enter name and title of county director]

Attachments

## ATTACHMENT D

TEMPLATE FOR LETTER TO CDSS REQUESTING WAIVER(S) FOR A MODIFIED DISASTER CALFRESH PROGRAM

#### Template for Letter to CDSS Requesting Waiver(s) for a Modified FS Program

(Use county letterhead if possible)

[Enter today's date]

John A. Wagner, Director California Department of Social Services 744 P Street, M.S. 8-17-11 Sacramento, CA 95814

[send letter by email to john wagner@dss.ca.gov] with copies to charr.lee.metsker@dss.ca.gov; chris.webb-curtis@dss.ca.gov; and yyonne.lee@dss.ca.gov]

Subject: REQUEST TO IMPLEMENT A MODIFIED FOOD STAMP PROGRAM

Dear Mr. Wagner:

The purpose of this letter is to request approval of waivers for certain food stamp program rules in order for the County of \_\_\_\_\_\_\_ to operate a Modified Food Stamp Program. This request is needed to address the tremendous losses caused by the [enter type of disaster] that started on [enter date disaster started]. Attached is the required information needed to approve this request, including a map of the affected areas.

If you have any questions, please contact [enter name, telephone number, and email address of primary and secondary county contacts]. Thank you in advance for your prompt response.

Sincerely,

[Enter name and title of county director]

Attachments

## ATTACHMENT E

D-SNAP INCOME ELIGIBILITY STANDARDS AND ALLOTMENTS

October 1, 2010-September 30, 2011

## **Disaster Guidance Attachment**

Disaster Supplemental Nutrition Program Income Eligibility Standards and Allotments October 1, 2010 – September 30, 2011

## 48 States and DC

Household Size	Disaster Gross Income Limit <sup>1</sup>	Maximum Allotment
1	\$1503	\$200
2	\$1815	\$367
3	\$2126	\$526
4	\$2449	\$668
5	\$2787	\$793
6	\$3124	\$952
7	\$3436	\$1,052
8	\$3748	\$1,202
Each Additional Member	+\$312	+\$150

## ATTACHMENT F

EBT CARD REQUEST

## **EBT CARD ISSUANCE REQUEST**

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# ATTACHMENT G

EBT ISSUANCE LOG

### EBT CARD ISSUANCE LOG

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# ATTACHMENT H

EBT INVENTORY LOG

## EBT CARD STOCK INVENTORY

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### ATTACHMENT I

COUNTY DISASTER CALFRESH PROGRAM DAILY REPORT

### INYO COUNTY DISASTER CALFRESH REPORT

Note: If additional counties are added, the formulas in Total Cumulative (top and botom) will need to be adjusted.

	Date	N	lew Approv	/ed	Households	Avg Benefit	On	going App	roved	Avg Benefit per	Total New +	Rep	lacement	s Approved
	Date	Households	Persons	Total Benefits	Denied	per New HH	Households	Persons	Total Benefits	Ongoing HH	Ongoing	Households		Value of Replacemen
otal Cumulative		0	0	\$0	0		0	0	\$0	10000	\$0	0	0	\$0
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County of Inyo
Department of Health and Human Services

# REGULAR AGENDA REQUEST

Print

MEETING DATE August 21, 2012 DEPARTMENT Board of Supervisors

ADDITIONAL DEPARTMENTS

TIME PERSONS
REQUIRED APPEARING
SUBJECT Rusty Gregory Letter BOARD

Requesting Support for the June

Lake Community

### **AGENDA DESCRIPTION:**

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

Proposed letter to Rusty Gregory, Chairman and CEO of Mammoth Mountain Ski Area, requesting support/assistance in specific areas of critical need to assist the June Lake community as it prepares for the challenging winter ahead. This item was requested by the Board of Supervisors.

### **RECOMMENDED ACTION:**

Approval of signature by the Chairwoman of the Board on the proposed letter to Rusty Gregory, Chairman and CEO of Mammoth Mountain Ski Area outlining specific areas of support for the June Lake community.

### **FISCAL IMPACT:**

None.

**CONTACT NAME:** Shannon Kendall

PHONE/EMAIL: x5533 / skendall@rocketmail.com

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

☐ Gregory Draft Letter

History		
Time	Who	Approval
8/15/2012 11:26 AM	County Administrative Office	Yes
8/15/2012 11:21 AM	County Counsel	Yes
8/15/2012 12:29 PM	Finance	Yes



# BOARD OF SUPERVISORS COUNTY OF MONO

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

Lynda Roberts Clerk of the Board 760-932-5538 Iroberts@mono.ca.gov Linda Romero Assistant Clerk of the Board 760-932-5534 Iromero@mono.ca.gov

August 21, 2012

Rusty Gregory Chairman and CEO Mammoth Mountain Ski Area Mammoth Lakes, CA 93546

### HAND-DELIVERED

Dear Rusty,

The Mono County Board of Supervisors was informed on August 14<sup>th</sup> of Mammoth Mountain Ski Area's willingness to consider supporting the June Lake community as it moves forward to prepare for the challenging winter ahead. We all acknowledge that these are very unusual and somewhat desperate times, and would view MMSA's assistance in specific areas of critical need with great appreciation and as a sincere gesture of goodwill towards the June Lake community. To that end, it is our understanding that MMSA would consider offering support to June Lake by:

- 1. Providing shuttle bus service from June Lake to Mammoth Lakes, 4x daily, similar to last winter 2011-12;
- 2. Providing the lodging properties of June Lake with a specially-discounted lift ticket for packaging purposes; and
- 3. Distributing and selling the lodging/lift packages for June Lake properties through the 800-Mammoth reservations system.

In addition, there has been input from a broad spectrum of the June Lake community regarding other activities in which MMSA might potentially assist, including but not limited to the following areas of need:

- 1. Allowing use of the Chair 5 area for snow play and sledding;
- 2. Providing a snow cat to groom cross-country ski trails/snow play area;

August 21, 2012 Rusty Gregory, Chairman and CEO Mammoth Mountain Ski Area Page 2

- 3. Allowing use of the parking lot for events/activities;
- 4. Providing public access to Chair 1 for a ride to Mid-Chalet (for a fee);
- 5. Providing marketing and communications support/outreach through existing MMSA marketing channels and database; and
- 6. Providing expertise and recommendations to help June Lake develop social media strategies and website effectiveness.

Rusty, please let us know when you might be available for a more detailed discussion in person regarding these initiatives so that we may direct staff in a timely manner to include the aforementioned items in the product development strategy and winter marketing plan for June Lake. We look forward to hearing from you at your earliest opportunity.

Respectfully,

Vikki Magee Bauer Chairperson Mono County Board of Supervisors

# REGULAR AGENDA REQUEST

□ Print

MEETING DATE August 21, 2012 DEPARTMENT Finance

ADDITIONAL DEPARTMENTS

TIME PERSONS
REQUIRED APPEARING
SUBJECT Tax Rates for Fiscal Year 2012-

Rates for Fiscal Year 2012- BOARD

13

### **AGENDA DESCRIPTION:**

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

Proposed Resolution approving the Tax Rates for Fiscal Year 2012-13.

### **RECOMMENDED ACTION:**

Approve and authorize the Chairman's signature on proposed Resolution approving the Tax Rates for Fiscal Year 2012-13.

### **FISCAL IMPACT:**

None. Adoption of the proposed Resolution only allows the adopted rate to be placed on the tax rolls to allow the County to collect not only the statutory 1% tax on property, but also to collect appropriately for voter approved debt.

**CONTACT NAME:** Roberta Reed

PHONE/EMAIL: 760 932-5492 / rreed@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:**

Finance Department - Auditor-Controller

### **MINUTE ORDER REQUESTED:**

☐ YES ☑ NO

### **ATTACHMENTS:**

### Click to download

■ Staff Report

□ Proposed Resolution

History		
Time	Who	Approval
7/25/2012 8:32 AM	County Administrative Office	Yes
8/13/2012 3:30 PM	County Counsel	Yes
7/25/2012 8:20 AM	Finance	Yes



Rosemary Glazier Assistant Finance Director Treasurer-Tax Collector Brian Muir Finance Director Roberta Reed Assistant Finance Director Auditor-Controller

P.O. Box 495 Bridgeport, California 93517 (760) 932-5480 Fax (760) 932-5481 P.O. Box 556 Bridgeport, California 93517 (760) 932-5490 Fax (760) 932-5491

**TO:** Board of Supervisors

**FROM:** Brian Muir, Finance Director

Roberta Reed, Assistant Finance Director

**DATE:** July 23, 2012

**SUBJECT:** Tax Rates for Fiscal Year 2012-13

### **RECOMMENDATION:**

Approve and authorize the Chairman's signature on proposed Resolution approving the Tax Rates for Fiscal Year 2012-13.

### **BACKGROUND:**

The tax rates are established by law (Proposition 13) and the various bond issues voters have approved for their area throughout the county. These bond issues include the most recent bond series approved by the voters for the Eastern Sierra Unified School District and the Southern Mono Hospital District, as well as older, bond issues for the water district, Mammoth Unified School District and the June Lake PUD. The tax rates for the Round Valley School District and Bishop Union High School are prepared by the Auditor-Controller of Inyo County based in part by the values of the affected tax rate areas. These figures have not yet been received by our office.

### **FISCAL IMPACT:**

None. Adoption of the proposed Resolution only allows the adopted rate to be placed on the tax rolls to allow the County to collect not only the statutory 1% tax on property, but also to collect appropriately for voter approved debt.



RESOLUTION NO.

BOARD OF SUPERVISORS, COUNTY OF MONO

### ESTABLISHING THE 2012-13 TAX RATES ON THE SECURED ROLL

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WHEREAS, Section 29100 of the California Government Code requires the Board of Supervisors to adopt by resolution the rates of taxes on the secured roll; and

WHEREAS, the County Auditor-Controller has duly computed tax rates for the 2012-13 secured roll that will comply with the requirement of state law, including, but not limited to, those imposed by Section 29100 of the Government Code; and

WHEREAS, a copy of said tax rates is attached hereto as Exhibit "A" and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the tax rates set forth in Exhibit "A" hereto are hereby adopted for the 2012-13 secured roll.

APPROVED AND ADOPTED this 21st day of August, 2012, by the following vote of said board:

**AYES: NOES:** ABSENT: **ABSTAIN:** 

> VICKI MCGEE BAUER, CHAIRMAN **BOARD OF SUPERVISORS COUNTY OF MONO**

ATTEST: APPROVED AS TO FORM

LYNDA ROBERTS CLERK OF THE BOARD

> MARSHALL RUDOLPH **COUNTY COUNSEL**

26

27

28

### ATTACHMENT A

COUNTY OF MONO		
TAX RATES		
2012-13		
TAX AREAS 051-000 THRU 051-013/ 051-019 THRU 051-033		PERCENTAGE
PROP 13 (1% Limit)		1.000000
ESUSD Bonds		0.060000
	TOTAL	1.060000
TAX AREAS: 051-014 THRU 051-018		
PROP 13 (1% Limit)		1.000000
ESUSD Bonds		0.060000
June Lake PUD Bond		0.009670
	TOTAL	1.069670
TAX AREAS: 010-000, 010-002, 010-003,010-004, 010-006, 010-008, 010	)-011, 010-01 <u>2</u>	
PROP 13 (1% Limit)		1.000000
Mammoth Unified Bond 98, 100 & 101		0.025741
Mammoth-Kern SFID		0.017887
Southern Mono Hospital Bonds		0.044316
Sealine in mene i recipital Beride	TOTAL	1.087944
TAX AREAS: 010-001,010-005,010-007,010-009,010-010		11001011
PROP 13 (1% Limit)		1.000000
Mammoth-Kern SFID		0.017887
Mammoth County Water Improv. Bond #2		0.006344
Southern Mono Hospital Bonds		0.044316
Mammoth Unified Bond 98, 00 & 01	TOTAL	0.025741
	TOTAL	1.094288
TAX AREAS: 010-013, 059-000, 059-005, 059-007, 059-012		
PROP 13 (1% Limit)		1.000000
Mammoth Unified Bond 98, 100 & 101		0.018854
Southern Mono Hospital Bonds		0.028024
	TOTAL	1.046878
TAX AREAS: 060-000		
PROP 13 (1% Limit)		1.000000
Round Valley Bond (Determined by Inyo County)		TBA
Bishop HS Bond (Determined by Inyo County)		TBA
Southern Mono Hospital Bonds		0.028024
		1.028024
TAX AREAS: 060-001 THRU 060-006		
PROP 13 (1% Limit)		1.000000
Round Valley Bond (Determined by Inyo County)		TBA
Bishop HS Bond (Determined by Inyo County)		TBA
Dishop his Bond (Determined by mys Country)	TOTAL	1.000000

# REGULAR AGENDA REQUEST

Print

MEETING DATE August 21, 2012 DEPARTMENT Clerk of the Board

ADDITIONAL DEPARTMENTS

TIME PERSONS
REQUIRED APPEARING
SUBJECT Chamber Music Unbound BOARD

### **AGENDA DESCRIPTION:**

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

Final report for the \$8,000 grant awarded to Chamber Music Unbound in November of 2011.

### **RECOMMENDED ACTION:**

### **FISCAL IMPACT:**

**CONTACT NAME:** Lynda Roberts

PHONE/EMAIL: 760-932-5538 / Iroberts@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

☐ Chamber Music Unbound

History			
Time	Who	Approval	
8/14/2012 11:03 AM	Clerk of the Board	Yes	



PO Box 1219
Mammoth Lakes, CA 93546
Tel./fax (760) 934-7015
Email: Felici@ChamberMusicUnbound.org
www.ChamberMusicUnbound.org

County of Mono Brian Muir, Director of Finance PO Box 495 Bridgeport, CA 93517

Re: Final Report 2011-2012 Season

August 8, 2012

Dear Mr. Muir, & Mono County Supervisors,

I am pleased to forward the final report for the \$8,000 grant awarded to Chamber Music Unbound in November of 2011.

Mono County funding enabled CMU to continue our successful winter series and summer festival, expand our substantial music education, continue the new violin class in Lee Vining, and offer new summer programs for outstanding young musicians. Please see the following pages for details.

CMU is honored to partner with Mono County in bringing exceptional music education and performances to the Eastern Sierra. On behalf of CMU's board and the beneficiaries of our programs, we thank you for your support of CMU.

Sincerely,

Brian Schuldt

B-A Comony

Executive Director, Chamber Music Unbound

cc: Larry Johnston, Byng Hunt, Hap Hazard, Vikki Magee-Bauer, Tim Hansen

### 1. Winter Chamber Music Concert Series.

Total CMU 2011-12 Project Budget: \$54,000

### Final Report:

Chamber Music Unbound's 2011/12 Winter Season features some of the great classical chamber music repertoire created through true labor of love. Ticket sales were strong, surpassing budget expectation by \$3,600 or about 25%.

The opening concert, "Fresh Harvest", with works by Johannes Brahms, Sergey Prokofiev and Franz Schubert, highlighted three works of the classical canon that have lost nothing of their newness over the course of decades and centuries. Both concerts, in Bishop (120) and Mammoth (175) were well attended by enthusiastic concert goers. Students of Brian's Music Appreciation class at Cerro Coso College were in attendance as part of their class requirement.

For most of them this was their first time at a chamber music concert, as one of them acknowledges in her concert review:

"When I walked through those auditorium doors I wasn't sure what to expect...As I listened to the piano gently hum and the cello sing to us in the Brahms sonata, I thought, "THIS IS BEAUTIFUL." I was a little shocked how into it I was... although I was a little but sad to hear the end I was amazed and happy to have gotten so much enjoyment out of something so simple."

The same student goes on to describe her listening experience of the Prokofiev sonata as "a little quirky, but interesting and somewhat nostalgic", reminding her of music she associated with her childhood experiences of watching "The Great Mouse Detective." Franz Schubert's Piano Trio she writes, "flowed through my body and down to my core, my soul. This piece didn't remind me of anything, no images popped in my head, but I enjoyed it very much. Everything about it was simply pleasing to the ear. Very easy to listen to, yet, not too easy that it just stays in the background; it has a peculiarity to it that makes you really listen to, acknowledging every part. Although this piece was the longest of the three, it certainly went by far too quickly... I found this whole experience to be remarkable to say the least."

The second program, "Shakespeare in Love," which derived its title from the opus 18 No.1 String Quartet by Ludwig van Beethoven, inspired by the tomb scene of Shakespeare's *Romeo and Juliet*, was presented in Ridgecrest and Mammoth Lakes. It was a program of string quartet music, because Steven and Ana's baby was due to arrive the first week of November, and sure enough, a healthy little **Alexander Eric Vanhauwaert** was welcomed into the world October 30<sup>th</sup>!

Violinist Aimee Kreston, the concertmaster of the Pasadena Symphony, and her husband Andrew Picken, principal violist of the L.A. Opera, proved again to be wonderful quartet partners to the Felici Strings. Taking into account the ensemble challenges of a full-length quartet concert, we had begun rehearsing for this concert as early as September, during a visit of the Pickens to Mammoth, and continued on two trips to L.A., in October. This proved to be a good strategy, as the program had time to mature, before we met up in Ridgecrest on November 4<sup>th</sup>. The little Presbyterian church there was full, and because we did not need to use the piano, the set-up was acoustically more satisfying, as the

quartet was able to be seated right in the center of the hall. The program was very well-received, from the dramatic Beethoven to Puccini's moving "Chrysanthemums" to Dvorak's lyrical and intimate opus 51. In spite of freezing cold temperatures and the threat of a snow storm, Mammoth concert-goers were not deterred and enjoyed the same program Saturday night at Cerro Coso College. There was no reception following this concert because Aimee and Andrew had to leave early the next morning to get back in time for a matinee performance of the L.A. Opera Sunday, and Brian had to leave very early to fly to Bloomington, IN, to teach two masterclasses at I.U., upon invitation from Emilio Colon.

Soprano Maria Jette spent an entire week with us in mid-December, preparing the Holiday Pops program. Her grace and patience with the members of the community orchestra, the choir and the students, who were all included in this performance, made her visit especially delightful. On top of innumerable rehearsals she also accompanied Rebecca, Brian, Sophia and Ari to the Rotary Club's Holiday Party and sang carols with us. The concerts in Mammoth and Bishop were very well received.

Winter weather was not a concern in this season's events, because winter decided not to make a showing and even let us have a nice January concert with Robert Brophy and his wife Tereza Stanislav of the L.A. Chamber Orchestra. Their professional integrity and easy-going personalities make working with these two exceptional artists always a great joy. (They will be back for the last two summer concerts.) Following some of the heartbreak people in Mammoth had been experiencing in January, we received many "Thank You's" in particular for the performance of Samuel Barber's Adagio, which spoke to many listeners with its consoling power.

The March concert began with a performance of Schubert's *Nocturne*, The trio program of Brahms, Chen-Yi and Mendelssohn travelled, following the Mammoth concert, to Ridgecrest, Whittier, Bakersfield and Oak Ridge, Tennessee. As is common with the inclusion of a contemporary work, Chen-Yi's *Tibetan Tunes* was received by some concert goers with warmth and interest, others told us that the concert would have been "just fine without it"... It definitely added some exotic sounds to the program.

With Roland Kato we "discovered" another performer whose music-making fit like a glove with the trio's! The May concert benefitted greatly from the warm sound of the principal violist of the L.A. Chamber Orchestra and Roland will be on CMU's radar for future concerts. Roland, who grew up in L.A. had never been to Mammoth and enjoyed his visit greatly.

### 2. Kids' Concerts.

Total CMU 2011-12 Project Budget: \$25,000

### Final Report:

Mono County funding made it possible for members of the Felici Trio to visit, free of charge to the schools, Lee Vining Elementary School (3 times), Bridgeport Elementary (2 times) and the Mammoth schools with assemblies and classroom music instruction based on the CA standards that included basic note reading and writing, rhythm and ear training and music appreciation. We offered visits to Coleville and Benton schools, but did not receive a response from them.

The Mammoth Lakes Library's "Musical Story Hour" in its fourth year presented 4 sessions with the Felici Trio between October and June, to the delight of young music lovers, their parents, grandparents and day care providers. Playful early music learning prepares children for later study of an instrument

and reminds the adults of the importance of musical learning in children's lives, apart from the sheer joy that musical experiences generate in young and the young-at-heart. Highlights of the story hours included the members of the Felici Piano Trio singing as well as dancing in the Halloween performance, and the "Spring-string-sing-along". Two of the story hours provided performance opportunities for young musicians of CMU's Music School.

3. <u>Community Music School Programs for Youth (Mammoth Elementary Strings, Lee Vining Strings, Honors Strings, Individual Lessons).</u>

Total CMU 2011-2012 Project Budget: \$70,000

### Final Report:

Enrollment in the music school programs is for an entire school-year, as basic musical learning cannot be accomplished in a project or season. Weekly lessons are crucial to successful learning and to measuring progress. At the end of each semester CMU's students prepare performances that summarize their achievements and demonstrate students' improvement to their friends and families.

CMU's string students played four separate holiday concerts: 20 Lee Vining students performed for their parents at Lee Vining Elementary School. In Mammoth, 80 elementary school students performed for friends and families on the last day of school in the MPR. 23 Mammoth Honors Strings students participated in the formal Holiday Pops Concert with soprano Maria Jette at St. Joseph's Church, and all 32 Bishop students (elementary and Honors students) performed at the Neighborhood Church concert. The Honors students were thrilled to be accompanying the famous Ms Jette in three carols, and to play Leroy Anderson's entertaining "Sleigh Ride" alongside the adult musicians of the Eastern Sierra Chamber Orchestra. Including so many young performers in a formal concert was logistically challenging, but the great community turnout made it worth the effort.

The spring group concerts were a true extravaganza: at MES, the students from Lee Vining joined, most experiencing for the first time the joy of music making in a large group, and over 90 young players received their bronze, silver and gold medals for their individual practice efforts throughout the year that resulted in very polished performances. The Mammoth Honors group did not participate in this concert, but instead joined their peers in Bishop to form a 40 piece string orchestra (including violas and double bass) that just sounded terrific in the BUHS auditorium in their varied selections of music ranging from Mozart to "Rosin Eating Zombies" to Celtic Fiddle music and an excerpt from the "Grand Canyon Suite". The Bishop elementary group students whose performance preceded the Honors orchestra were much inspired to hear the older students play so well.

In addition to these group performances, two individual student recitals took place in the lobby of Cerro Coso College, Mammoth, on May 20<sup>th.</sup> Younger students (6-11) performed from 3-4:30, and the older players (11-16) followed. The two recitals, featuring 30 individual students with their solo pieces, finished just in time for everybody to catch the solar eclipse. Amongst the many good players there were some that showed outstanding achievements. We are currently working with the Music Teachers Association of California to reinstate the Certificate of Merit program as an evaluation process that will assess local students' progress in comparison with students all across California.

4. Mammoth Lakes Music Festival.

Total CMU 2011-12 Project Budget: \$50,000

### Final Report:

The 2012 Mammoth Lakes Music Festival featured 16 renowned international guest artists in addition to the resident Felici Piano Trio in a series of eight word-class concerts between July 18<sup>th</sup> and August 3<sup>rd</sup> at Cerro Coso College in Mammoth. For the 12<sup>th</sup> consecutive season, the festival was able to attract hot-shots of the classical scene, including two Avery-Fisher Award winners, to present a mountain chamber music festival that rivals any in the nation and increasingly attracts visitors from far away.

This season, in addition to the beloved great works of the established repertoire, Chamber Music Unbound, true to its name, stretched the boundaries of the genre to feature some unusual works and composers in "Fiddlin' Around" and "Born in the USA", which included virtuoso show pieces and film music. Along with the cellist/composer Emilio Colon performing his own work in "Good Vibrations" these innovations were enthusiastically received by the sold-out houses.

Paris-based violin virtuoso Corey Cerovsek charmed the audience with intimate Kreisler pieces as well as with his flashy displays of breath-taking virtuosity in Saint-Saens' *Violin Sonata*, and the leading part in Mendelssohn's *Octet for Strings*.

The Cleveland Orchestra's principal cellist, Mark Kosower, picked up where Cerovsek left off, with dazzling solo performances and collaborative chamber music making that underlined the extent of his artistry in "Forever Young" and "Russian Roulette."

Violinist/violist Nokuthula Ngwenyama, one of the LA Times' "2011 Faces to Watch," declared her festival appearances in Mammoth "the highlight of my year." A chamber musician of the first order, this international star has been a stalwart of many a fabulous concert this season and in years past, and continues to delight audiences with her unique musical personality.

# 5. The Sierra Academy of Music (SAM). Total CMU 2011–12 Project Budget: \$45,000

### Final Report:

Thanks to the financial support from Mono County, the associated Sierra Academy of Music (SAM for students 16 -24) and its junior programs ('TWEENERS for students 12-16), (SAM Junior for students 6-12), in its fourth year now, attracted over 70 talented young musicians for two weeks of intense musical training at Cerro Coso College from across the state and from as far away as Chile and Spain! Our exceptional faculty, the performing artists of the concurrent festival, included professors from the universities of Arizona, Colorado, Indiana, Nevada, Santiago/Chile, the Cleveland Institute and the renowned Colburn School in L.A., as well as orchestra professionals from the Tucson Symphony, the Cleveland Orchestra, the L.A. Chamber Orchestra and the Gewandhaus Orchester, Leipzig.

Two 'TWEENER and SAM Junior afternoon concerts (Friday, July 20 and July 27<sup>th</sup>), as well as two SAM concerts (Saturday July 21<sup>st</sup> and July 28<sup>th</sup>), were evidence of the accelerated learning that occurs in these programs. Chamber music in a variety of ensemble constellations and orchestra literature as advanced as Tchaikovsky's *Serenade for Strings* was presented in polished performances.

The individual level of the SAM students was again very high, which helped their ensemble skills to blossom. Their desire to learn and to make friends made the two SAM weeks unforgettable and beautiful. The collaborative effort that went into preparing the orchestra and chamber music selections was remarkable, and the constructive atmosphere in which the music making was taking place was especially inspiring for the less advanced musicians that tremendously benefitted from being "swept along" by the strong players.

SAM students co-taught the younger SAM Jr. students in half-hour-long practice pal sessions, and thus discovered the joys (and challenges!) of teaching while inspiring young students to work hard to achieve a high level of playing for themselves. Following their lessons with the older students, the younger children attended the master-classes of the SAM students, attentively listening to "their teachers" perform.

Through Mono County support, CMU was able to award \$12,000 in tuition and housing scholarships to participants of the SAM and SAM Jr. programs.

# Supplemental Materials Chamber Music Unbound Final Report

- 1. Summer Brochure and program booklet
- 2. Winter Season brochure and program booklet
- 3. Workshop and Seminar brochure
- 4. Music School Concerts

# REGULAR AGENDA REQUEST

Print

MEETING DATE August 21, 2012 DEPARTMENT Clerk of the Board

ADDITIONAL DEPARTMENTS

TIME PERSONS
REQUIRED APPEARING
BEFORE THE

SUBJECT County Service Area #5 BOARD

### **AGENDA DESCRIPTION:**

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

Re-confirming commitment to upgrades at Memorial Hall.

### **RECOMMENDED ACTION:**

### FISCAL IMPACT:

**CONTACT NAME:** Lynda Roberts

PHONE/EMAIL: 760-932-5538 / Iroberts@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

☐ <u>CSA #5</u>

History			
Time	Who	Approval	
8/14/2012 11:03 AM	Clerk of the Board	Yes	

## County Service Area #5 P.O. Box 675 Bridgeport, Ca 93517

August 1, 2012

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



### Members of the Board:

As you begin your review of the 2012/13 budget, you may notice that the CSA #5 budget does not reflect any contribution for the upgrades at Memorial Hall. We are writing to re-confirm our commitment to this project. We have not budgeted these funds, as we have not yet received any plans for review and funding approval from the County.

The Memorial Hall project, which will bring Memorial Hall into ADA compliance, is a priority for both you as the building owner and us, as the CSA serving the community of Bridgeport. However, despite the fact that we started work with County staff in March 2011, we still do not have plans to review for this project. Different staff members have continued to suggest different scopes to the project, and while we are concerned that some of these components do not meet the mandates of the CSA (providing a higher level of service than is provided by the County in other communities), we have reserved any decisions until we have seen plans and the associated costs.

As representatives appointed by you, we take our responsibility very seriously. We have spent a great deal of time learning the legal parameters of a CSA, and feel very strongly that portions of the Memorial Hall project, especially the theater area, do meet these criteria. However, until we see plans and costs, we cannot move ahead with a recommendation to you, as we are unwilling to recommend funding portions of a project that we do not believe meet these criteria.

Once we receive plans and associated costs from County staff, we will be more than happy to review these, make a funding recommendation to the Board, and work

with the Director of Finance to make the appropriate budget adjustments to support the decision.

Sincerely,

Mary Booher

Marlys Harper

Steve Noble

Don Nunn

Helen Nunn

MEETING DATE August 21, 2012	DEPARTMENT	Clerk of the Board
------------------------------	------------	--------------------

**ADDITIONAL DEPARTMENTS** 

TIME **PERSONS REQUIRED APPEARING BEFORE THE** Ombudsman Advocacy Services BOARD **SUBJECT** 

of Inyo-Mono

### **AGENDA DESCRIPTION:**

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

Year-end report for work completed under the 2011-2012 grant.

\*\*\*\*\*\*

RECOMMENDED ACTION:
FISCAL IMPACT:
CONTACT NAME: Lynda Roberts PHONE/EMAIL: 760-932-5538 / Iroberts@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

### Ombudsman letter

History

Time Who Approval

8/14/2012 11:03 AM Clerk of the Board Yes

### OMBUDSMAN / ADVOCACY SERVICES OF INYO-MONO

P.O. BOX 518

BISHOP, CA 93515

760-872-4128

Fax - 760-872-2386

e-mail - oasim@telis.org

July 27, 2012

County of Mono Director of Finance P. O. Box 556 Bridgeport, CA 93517

Dear Sir:

Ombudsman/Advocacy Services of Inyo & Mono County (O/ASIM) is pleased to submit this year end report for work completed under the 2011/2012 Grant.

### **Activity Description**

Attached is the year end report of activities of the Ombudsman program. This report includes combined activities for Inyo and Mono counties. During our facility visits and complaint investigations we don't typically ask what county people are from. However, the facilities tell us that approximately 20% of their residents are from Mono County. Location of callers for information is usually determined by telephone number

In addition to representing, advocating for, and addressing the concerns of residents of the skilled nursing facilities, O/ASIM has continued its efforts to educate and inform the public about elder and financial abuse. Brochures can be found in the various communities, social service departments, and are distributed at all community presentations by the Ombudsman's office.

Mono County's support of Ombudsman / Advocacy Services is sincerely appreciated. We recognize that current economic situations make every funding decision important and believe that we have been responsible recipients of your support. Please feel free to contact us should you have any questions.

Thank you,

Kathryn Williams

Executive Director/Program Coordinator

Enclosure



## REGULAR AGENDA REQUEST

□ Print

MEETING DATE August 21, 2012 DEPARTMENT Public Works - Engineering

Division

ADDITIONAL DEPARTMENTS

TIME 5 minutes REQUIRED

ninutes PERSONS
APPEARING
BEFORE THE

SUBJECT Grant Funding for Construction

Expenses at Bryant Field Airport

Garrett Higerd

### **AGENDA DESCRIPTION:**

**BOARD** 

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

A construction contract for improvements at Bryant Field in Bridgeport was approved on July 17th. Public Works expects to receive a Grant Offer by the end of August from the Federal Aviation Administration (FAA) for 90% of the total project cost (including construction engineering, materials testing, and administration).

### **RECOMMENDED ACTION:**

1. Pending receipt of Grant Offer for Project No. 3-06-0030-08 from the Federal Aviation Administration (FAA) in the amount of approximately \$2,374,835 for construction of Airport Improvements at Bryant Field, approve, authorize, and ratify the Public Works Director's (in consultation with County Counsel) execution and acceptance of the FAA Grant Agreement for construction at Bryant Field. 2. Approve and authorize the Public Works Director to utilize up to \$145,128 from the Airport Enterprise Fund as match funding for the Bryant Field Reconstruction project. 3. Approve and Authorize the Chairman's signature on Resolution No. 12-\_\_\_\_ "A Resolution of the Mono County Board of Supervisors authorizing the submittal of an application, acceptance of an allocation of funds and execution of a grant agreement with the California Department of Transportation, for an Airport Improvement Program (AIP) matching grant."

### **FISCAL IMPACT:**

The total match for this project is \$263,870 (10%). A successful application to the California Department of Transportation Division of Aeronautics would result in an additional \$118,742 of grant funding to utilize for the match. The remaining costs would be borne by the Airport Enterprise Fund (\$145,128). There is no general fund impact because there is sufficient cash in the enterprise fund.

**CONTACT NAME:** Garrett Higerd

PHONE/EMAIL: 760.932.5457 / 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

Bryant Field

History			
Time	Who	Approval	
7/23/2012 10:15 AM	County Administrative Office	Yes	
7/30/2012 5:36 PM	County Counsel	Yes	
7/30/2012 5:17 PM	Finance	Yes	



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

Post Office Box 457 • 74 North School Street • Bridgeport, California 93517 760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

**Date:** August 21, 2012

**To:** Board of Supervisors

From: Garrett Higerd, Senior Engineer

**Re:** Grant Funding for Construction Expenses at Bryant Field Airport

### **Recommended Action:**

- Pending receipt of Grant Offer for Project No. 3-06-0030-08 from the Federal Aviation Administration (FAA) in the amount of approximately \$2,374,835 for construction of Airport Improvements at Bryant Field, approve, authorize, and ratify the Public Works Director's (in consultation with County Counsel) execution and acceptance of the FAA Grant Agreement for construction at Bryant Field.
- 2. Approve and authorize the Public Works Director to utilize up to \$145,128 from the Airport Enterprise Fund as match funding for the Bryant Field Reconstruction project.
- Approve and Authorize the Chairman's signature on Resolution No. 12-\_\_\_\_ "A
  Resolution of the Mono County Board of Supervisors authorizing the submittal of an
  application, acceptance of an allocation of funds and execution of a grant agreement with
  the California Department of Transportation, for an Airport Improvement Program (AIP)
  matching grant."

### **Fiscal Impact:**

The total match for this project is \$263,870 (10%). A successful application to the California Department of Transportation Division of Aeronautics would result in an additional \$118,742 of grant funding to utilize for the match. The remaining costs would be borne by the Airport Enterprise Fund (\$145,128). There is no general fund impact because there is sufficient cash in the enterprise fund. A summary follows:

FAA Grant Funding Offered \$2,374,835
Potential State Grant 118,742
Remaining County Share 145,128

Total Project Cost \$2,638,705

### **Background:**

On July 17, 2012, the Board of Supervisors approved award of a construction contract for the Bryant Field Reconstruction project in an amount to be determined by Federal Aviation Administration (FAA) grant approval. On July 18, 2012, Public Works received confirmation that the FAA has approved funding and contract award for the entire project (Base Bid and Additive Alternate A). Therefore, the Public Works Director approved the construction contract for a not-to-exceed budget of \$2,343,705.00.

Now, the FAA will follow its approval with a formal grant offer by the end of the month. If it arrives prior to the August 21 meeting it will be available for review at the meeting. The total project cost for purposes of the grant (approximately \$2,638,705) includes funding for construction engineering, materials testing, and administration. Approval of the recommended action will allow the grants (from FAA and Caltrans) associated with the Bryant Field Project to be accepted and administered.

Respectfully submitted,

Hanett Higerd

Garrett Higerd, P.E. Senior Engineer

Attachments: Exhibit A – FAA Grant Offer (receipt expected by the end of August)

Exhibit B – California Dept. of Transportation Grant Resolution

DRAFT

**EXHIBIT B** 



### RESOLUTION NO. R12-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT

WHEREAS, the County of Mono and the Federal Aviation Administration are parties to federal Airport Improvement Program (AIP) grant 3-06-0030-08 for construction of the Bryant Field Reconstruction Project; and

**WHEREAS**, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants of up to 5% of Federal Aviation Administration grants to airports; and

**WHEREAS**, the California Department of Transportation requires the Board of Supervisors to adopt a resolution authorizing the submission of an application for an AIP Matching grant;

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

- 1. Authorizes filing an application for a State AIP Matching grant for this project.
- 2. Authorizes accepting the allocation of State AIP Matching funds for the project.
- 3. Authorizes execution of an AIP Matching Grant Agreement for this project; and

**BE IT FURTHER RESOLVED**, that the Board of Supervisors of the County of Mono does hereby authorize Jim Arkens, Director of Public Works, to sign any documents required to apply for, accept, and administer these subject funds on behalf of the County of Mono.

DRAFT

**EXHIBIT B** 

I hereby certify the foregoing resolution was introduced and read at the regular meeting of the County Board of Supervisors of the County of Mono on the 7<sup>th</sup> day of August, 2012, and the resolution was duly adopted at said meeting by the following vote: **AYES** : DRAFT **NOES** : DRAFT **ABSENT** : DRAFT **ABSTAIN:** DRAFT Vikki Magee-Bauer Mono County Board of Supervisors Approved as to Form: ATTEST: Lynda Roberts **County Counsel** Mono County Clerk - Recorder 



# REGULAR AGENDA REQUEST

.■ Print

MEETING DATE August 21, 2012 DEPARTMENT Public Works - Engineering

Division

ADDITIONAL DEPARTMENTS

TIME REQUIRED

5 minutes

PERSONS APPEARING BEFORE THE BOARD

**SUBJECT** 

Rejection of Bids and Authorization to Advertise for the Aspen Road Culvert Replacement Project Garrett Higerd

### AGENDA DESCRIPTION:

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

Project consists of replacement of two existing culverts.

### **RECOMMENDED ACTION:**

Reject all bids for the Aspen Road Rehabilitation Project. Approve bid package, including the project manual and project plans, for the Aspen Road Culvert Replacement Project. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid. Provide any desired direction to staff.

### **FISCAL IMPACT:**

This project is funded by Proposition 1B. On October 18, 2011 the Board approved the use of \$330,675 of Prop 1B funds for this project. Contractor payments will not impact the General Fund.

**CONTACT NAME:** Garrett Higerd

PHONE/EMAIL: 760.932.5457 / 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:**

#### **ATTACHMENTS:**

#### Click to download

- <u>Bid Tabulation</u>
- Project Manual
- Project Plans

History		
Time	Who	Approval
8/7/2012 7:54 AM	County Administrative Office	Yes
8/15/2012 2:15 PM	County Counsel	Yes
8/10/2012 5:21 PM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517 760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

**Date:** August 21, 2012

**To:** Honorable Chair and Members of the Board of Supervisors

From: Garrett Higerd, Senior Engineer

Re: Rejection of Bids for the Aspen Road Rehabilitation Project and Authorization to Re-

Bid Culvert Replacement Portions of the Project

#### **Recommended Action:**

Reject all bids for the Aspen Road Rehabilitation Project.

Approve bid package, including the project manual and project plans, for the Aspen Road Culvert Replacement Project. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid. Provide any desired direction to staff.

#### **Fiscal Impact:**

This project is funded by Proposition 1B. On October 18, 2011 the Board approved the use of \$330,675 of Prop 1B funds for this project. Contractor payments will not impact the General Fund.

#### Background:

This project was first selected for use of Prop 1B funds by the Board on December 8, 2009. It consists of a three inch thick hot mix asphalt overlay on approximately 0.24 miles of Aspen Road from Highway 158 to the end. The project also includes installation of signage, driveway transitions, and replacement of two existing culverts.

The project plans and manual were approved at the Board meeting of July 3, 2012, an optional pre-bid meeting was held in June Lake on Monday, July 30, and two bids were received on August 30. See the Bid Tabulation attached as Exhibit 1. Based on bids for this project last fall, the budget was set at \$330,675 (including approximately \$20,000 for surveying and materials testing). Because the low bid came in well above the budget, County staff recommends rejecting all bids and re-bidding the culvert replacement portions of the project. The revised project manual (contract documents, special provisions, technical specifications, etc.) and the project plans, which show the proposed project, are attached to this staff report for Board reference.

The goal is to complete the culvert work this fall and re-bid the paving portion of the project this winter with the Lee Vining Streets project. This project is categorically exempt under CEQA.

Please contact me at 760.932.5457 or by email at ghigerd@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,

Sanet Higerd

Garrett Higerd, PE Senior Engineer

Attachments: Exhibit 1 – Aspen Road Reconstruction Project Bid Tabulation

Aspen Road Culvert Replacement - Project Manual Aspen Road Culvert Replacement - Project Plans

8/14/2012 Page 1 of 1

Bid Tabulation Aspen Road Rehabilitation Project Monday, August 13, 2012

Item				Desert	Desert Concepts	Granite C	Granite Construction
No.	Description	Qty	Unit	Constru	Construction, Inc.	Con	Company
BASE	BID:						
1	Mobilization	1	FS	\$60,000.00	\$60,000.00	\$68,462.00	\$68,462.00
2	Traffic Control (including all resources needed to mainatain access during construction)	1	FS	\$15,000.00	\$15,000.00	\$5,200.00	\$5,200.00
က	Temporary Stream Construction Measures	-	LS	\$60,000.00	\$60,000.00	\$30,400.00	\$30,400.00
4	Silt Fence	300	LF	\$7.00	\$2,100.00	\$13.00	\$3,900.00
2	Fiber Rolls	300	占	\$6.00	\$1,800.00	\$6.49	\$1,947.00
9	Pulverization	2,424	SY	\$20.00	\$48,480.00	\$7.00	\$16,968.00
7	Aggregate Base	20	CY	\$100.00	\$2,000.00	\$60.00	\$1,200.00
8	3" HMAC Overlay	395	TON	\$220.00	\$86,900.00	\$210.00	\$82,950.00
တ	3" HMAC Driveway Transition	2,488	SF	\$3.50	\$8,708.00	\$3.00	\$7,464.00
10	Shoulder Backing with Pulverized Material	12	STA	\$800.00	\$9,600.00	\$200.00	\$2,400.00
1	12" Diameter PVC Storm Drain	20.0	H	\$200.00	\$4,000.00	\$8.45	\$169.00
12	12" Diameter Corrugated Metal Pipe Culvert	16.5	Н	\$350.00	\$5,775.00	\$204.00	\$3,366.00
13	12" Flared End Sections	4	EA	\$750.00	\$3,000.00	\$520.00	\$2,080.00
14	60" Diameter Corrugated Metal Pipe Culvert	46	Н	\$486.00	\$22,356.00	\$1,040.00	\$47,840.00
15	Cast in Place Concrete Headwalls	56	CY	\$1,800.00	\$46,800.00	\$3,850.00	\$100,100.00
16	Adjust Sewer Manhole Cover, Water Meter Box or Storm Drain Grate	8	EA	\$450.00	\$3,600.00	\$1,500.00	\$12,000.00
17	Adjust Water Valve Cover or Sewer Clean Out	∞	EA	\$400.00	\$3,200.00	\$1,530.00	\$12,240.00
18	Construct Survey Monument Wells	7	EA	\$500.00	\$3,500.00	\$1,530.00	\$10,710.00
19	Culvert Markers	2	EA	\$100.00	\$200.00	\$175.00	\$350.00
20	Snow Poles	16	EA	\$100.00	\$1,600.00	\$175.00	\$2,800.00
21	Install Signs	1	EA	\$400.00	\$400.00	\$450.00	\$450.00
22	Remove and Replace Existing Signs	2	EA	\$150.00	\$300.00	\$450.00	\$900.00
	BIDDER'S GRAND TOTAL:				\$389,319.00		\$413,896.00

# **PROJECT MANUAL**

**FOR** 

# ASPEN ROAD CULVERT REPLACEMENT PROJECT Project No. 9098

MONO COUNTY, CALIFORNIA



Invitation for Bids
Instructions to Bidders
Proposal Forms
Standard Agreement
Special Provisions
Technical Specifications
Construction Quality Assurance Program

CONTRACTING AGENCY:

**COUNTY OF MONO** 

Department of Public Works Post Office Box 457 74 North School Street Bridgeport, California 93517 760.932.5440

#### **OPTIONAL PRE-BID CONFERENCE:**

11:00 am, Monday, September 10, 2012 Aspen Road June Lake, California

#### **BID SUBMITTAL DEADLINE:**

4:30 pm, Monday, September 24, 2012 Clerk of the Board of Supervisors 74 North School Street / P.O. Box 715 Bridgeport, California 93517 This page intentionally left blank

#### COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

## **CERTIFICATION PAGE**

ASPEN ROAD CULVERT REPLACEMENT PROJECT Project No. 9098

These contract documents, plans, specifications and special provisions contained herein have been prepared by, or under the direction of, the following registered civil engineer:

GARRETT RALPH HIGERD

C 70926

Date



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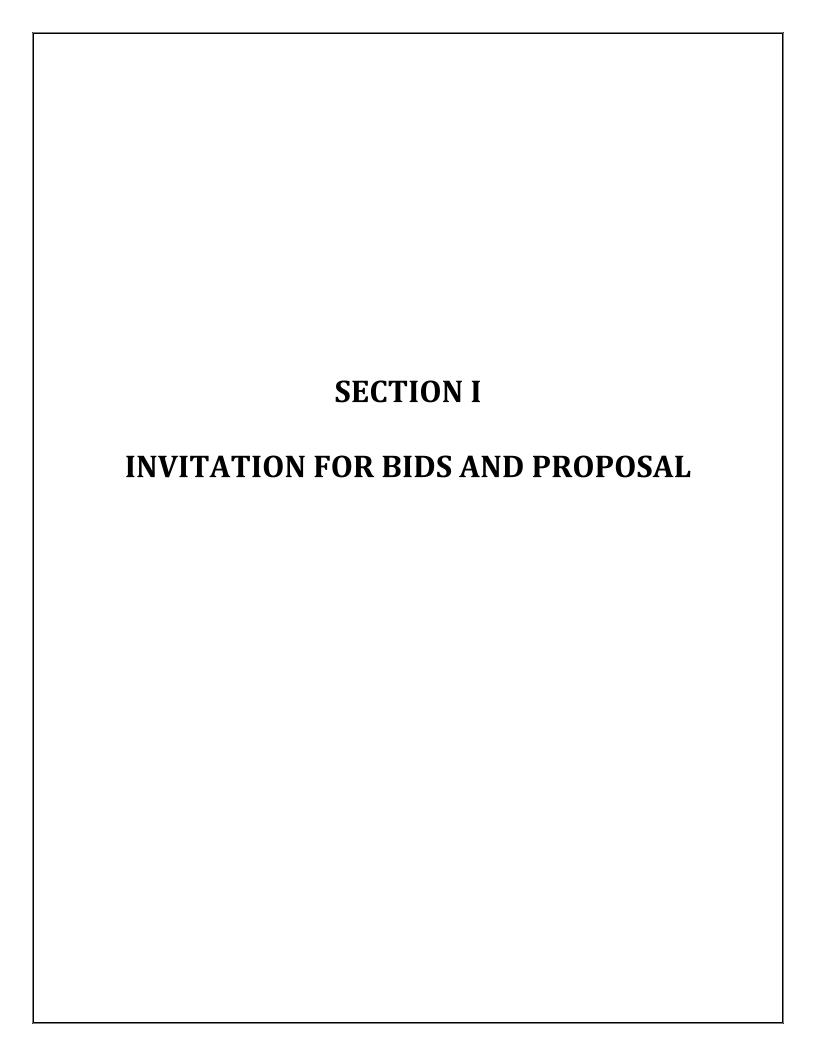
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#### **INVITATION FOR BIDS**

ASPEN ROAD CULVERT REPLACEMENT PROJECT Project No. 9098

Notice is hereby given that the Mono County Department of Public Works calls for bids from qualified General Engineering, Earthwork and Paving, or Concrete contractors for the Aspen Road Culvert Replacement Project. The major work items of this Project are the replacement of two existing culverts on Aspen Road, which is further described in the Project Manual.

The Project Manual and Project Plans provide in detail the County's requirements for the project. Project documents are available by contacting the Mono County Department of Public Works in person at 74 N. School Street in Bridgeport, California, by telephone at 760.932.5440, by regular mail at P.O. Box 457, Bridgeport, California, 93517, or by email to monopw@mono.ca.gov. Project documents may also be viewed and/or obtained on-line by following the links on the Mono County website at www.monocounty.ca.gov. Please note that if you choose to download the bid package from our website, you are responsible for staying apprised of any addenda posted thereon. Up to two sets of the Project Manual and Project Plans will be provided to each Bidder at no charge. Additional sets may be downloaded from the County website or they may be purchased for a non-refundable fee of \$50 per set. Checks should be made payable to "County of Mono."

Each bid shall be made on the proposal forms contained in the Project Manual and must be accompanied by bid security in the amount of not less than 10 percent of the total bid. If this Invitation for Bids results in the award of a contract, pursuant to Section 22300 of the Public Contract Code the successful Bidder may substitute securities for any moneys withheld by the County of Mono to ensure performance under this contract.

An **optional** pre-bid conference will be held at the project site in June Lake, California. The meeting is scheduled for **11:00** am on **Monday**, **September 10**, **2012**. Bidders **must visit the project site** prior to submitting a bid.

Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 715, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California. In either event, to be considered, bids must be **received** by the Clerk of the Board of Supervisors no later than **4:30 pm, Monday, September 24, 2012**. As soon thereafter as is practicable, all bids received by the Clerk by the bid submission deadline will be taken to the Department of Public Works conference room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend.

Garrett Higerd P.E., Senior Engineer Date
Mono County Department of Public Works

#### **INSTRUCTIONS TO BIDDERS**

ASPEN ROAD CULVERT REPLACEMENT PROJECT Project No. 9098

#### SECURING BID DOCUMENTS

The Project Manual (Invitation for Bids, Instructions to Bidders, Proposal Forms, Standard Agreement, Special Provisions, Technical Specifications, and Construction Quality Assurance Plan) and Project Plans, all of which comprise the Contract Documents, provide in detail the County's requirements for the project. Contract documents are available by contacting the Mono County Department of Public Works in person at 74 N. School Street in Bridgeport, California, by telephone at 760.932.5440, by regular mail at P.O. Box 457, Bridgeport, California, 93517, or by email to monopw@mono.ca.gov. Project documents may also be viewed and/or obtained on-line by following the links on the Mono County website at www.monocounty.ca.gov. Please note that if you choose to download the bid package from our website and fail to contact us to be added to the plan-holders list, it will be your responsibility to regularly check our site for any posted addenda. Up to two sets of the Project Manual and Project Plans will be provided to each Bidder at no charge. Additional sets may be downloaded from the County website or they may be purchased for a non-refundable fee of \$50 per set. Checks should be made payable to "County of Mono." Allow three to five business days for the printing of additional sets.

#### 2. PRE-BID CONFERENCE

An **optional** pre-bid conference will be held at the project site in June Lake, California. The meeting is scheduled for **11:00 am on Monday**, **September 10**, **2012**. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, all plan-holders will be notified in advance.

#### 3. INTERPRETATION OF PROJECT PLANS AND SPECIFICATIONS

- A. For information not provided in the Project Manual or the Project Plans, the Bidder shall refer to the Standard Plans or Standard Specifications.
- B. Should a Bidder find discrepancies in, ambiguities, or omissions from, the Project Manual and Project Plans, or should there be any doubt as to their meaning, it shall at once notify the Public Works Director and, should it be found necessary, a written addendum or bulletin of instructions will be sent to all plan-holders and posted on our web site. Failure to raise such concerns prior to the submission of a bid will be deemed to waive such issues following the award of a contract.
- C. No representative of the County or its agent, or anyone else, is authorized to give oral instructions, interpretations, or explanations of the Project Manual and Project Plans, and a submission of a bid constitutes agreement by the Bidder that it's representative has placed no reliance on any such oral explanation or interpretation. Oral instructions may, however, be given by the County or its agent upon inquiry by a Bidder to direct the Bidder's attention to the specific provisions of the Project Manual or Project Plans that cover the subject of the inquiry.

#### 4. APPROXIMATE QUANTITIES

The quantities given in the Bid Schedule are approximate only, being given as a basis for the comparison of bids. The County does not, expressly or by implication, agree that the actual amount

of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary.

#### 5. PROPOSALS

- A. For bids to receive consideration, they shall be made in accordance with the Invitation for Bids, the Proposal Forms, and these Instructions to Bidders. All bids shall be submitted on the unaltered Proposal Forms contained in the Project Manual with all items completely filled out with typewritten or legible handwritten responses, and be accompanied by the Bidder's Qualifications Statement (BD-9 through BD-16). Signatures of all persons signing shall be in longhand. The completed Bid Proposal forms shall be without interlineations, alterations, or erasures.
- B. ALL BID SUBMITTALS SHALL REMAIN BOUND TOGETHER. Proposal Forms (contained herein on pages BD-1 through BD-18) may be separated from the Project Manual for purposes of bid submittal.
- C. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No oral, telegraphic, or telephonic proposals or modifications will be considered. Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection.
- D. Bidders are advised that there is limited funding available for this project. After bid opening, the County will determine available funding and if it chooses to do so, will award a contract for construction of the project. For purposes of comparing bids and determining the apparent low Bidder the County will use the amount entered as the "Bidder's Grand Total" on page BD-3.
- E. Each bid is to be in accordance with the Contract Documents. Before submitting a bid, Bidders shall carefully read this Project Manual, including the form of the Standard Agreement, and the Project Plans, and inform themselves fully as to all existing conditions and limitations, which must include a visit to the site of the work, and shall include in the bid a sum to cover the cost of all work contemplated in the Contract Documents. The submission of a bid shall be conclusive evidence that the Bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Project Manual and Project Plans. The submission of a bid shall also be conclusive evidences that the person signing the Proposal Form is authorized to bind or obligate the Bidder to any agreement.
- F. Bidder's' attention is directed to the insurance and bond requirements described below and as provided in the Standard Agreement. It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine the availability of surety bonds, insurance certificates, and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low Bidder fails to comply strictly with the bonding and insurance requirements, that Bidder may be disqualified from award of the contract and its bid security may be forfeited. The cost of such bonds and insurance shall be included in the Bidder's bid.
- G. Each Bidder shall inform itself of, and the Bidder awarded the contract shall comply with, all federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, fair labor practices, equal opportunity, drug-free workplace, construction and building, Americans with Disabilities Act, protection of public and employee health and safety, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.
- H. Bid Forms (pages BD-1 through BD-18) and Bidder's bid security must be received in a sealed, opaque envelope clearly labeled with <u>ASPEN ROAD</u> printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission will not be considered.

- I. To be considered, bids must be **received** by the Clerk of the Board of Supervisors no later than 4:30 pm, Monday, September 24, 2012. Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 715, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California, 93517.
- J. Bidders are advised that due to the remote nature of central Mono County, "overnight" delivery by the US Postal Service, UPS, FedEx, and other carriers is actually scheduled as a <a href="two-day-delivery">two-day</a> delivery. Bidders should also take potential holiday mail delays into consideration.

#### 6. MODIFICATION OF BID

A Bidder may modify its bid by written communication provided such communication is received by the Board Clerk up to, but not later than, the bid-submission deadline described above. The written communication shall not reveal the bid price but shall state the amount of addition or subtraction or other modification so that the final prices or terms will not be known by the County until the sealed bid is opened.

#### 7. WITHDRAWAL OF BID

Bids may be withdrawn without prejudice by the Bidder up to, but not later than, the time fixed for the bid submission deadline. Such withdrawal may be made by written letter or by email or facsimile (fax) request. Such request shall be signed by an authorized representative of the Bidder. Bids so withdrawn will be returned unopened to the Bidder by the County. Bids withdrawn following bid opening shall be permitted only as allowed by the Public Contract Code and may subject the accompanying bid security to forfeiture and retention by the County as in the case of failure to execute the awarded contract as provided below. Negligence on the part of the Bidder in preparing the bid shall not empower the Bidder to withdraw the bid subsequent to the opening of bids.

#### 8. AGREEMENT AND BONDS

- A. Bidders are required to submit, along with the Proposal Forms, a certified or cashier's check or bidder's bond in an amount of at least 10 percent (10%) of the bid made payable to the County of Mono. This security shall be given as a guarantee that the Bidder will enter into a contract if awarded the work, and may be forfeited by the Bidder and retained by the County if the Bidder refuses, neglects, or fails to enter into said contract (including a failure to provide required insurance certificates and bonds) within seven calendar days after award of contract by the County.
- B. The successful Bidder will be required to furnish a labor and materials bond in an amount equal to 100 percent of the contract price, and a faithful performance bond in an amount equal to 100 percent of the contract price. In addition, the successful Bidder, as Contractor, will be required to furnish a one-year warranty bond upon project completion, pursuant to the requirements in the Standard Agreement and the Special Provisions. Only surety bonds issued by an Admitted Surety Insurer, as defined in Paragraph 11 of the Standard Agreement (sample below), will be accepted. Bonds shall be in a form acceptable to the Mono County Counsel; a sample of an acceptable form of each type of bond required is included with this Project Manual.
- C. The Contract Documents include a Standard Agreement, which the successful Bidder, as Contractor, will be required to execute, and the insurance and bonds, which he will be required to furnish.
- D. All alterations, extensions of time, extra and additional work, and other changes authorized by the County consistent with applicable provisions of the Contract Documents, may be made without securing the consent of the surety or sureties on the contract bonds.

#### 9. OPENING OF BIDS

As soon after the bid-submission deadline as is practicable to do so, all bids received before that deadline that comply with the specifications of Section 5.H.and 5.I. above will be taken to the Public Works conference room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend. Any bids received after the bid-submission deadline will be returned to the Bidder unopened.

#### 10. BID EVALUATION

After all bids are opened and publicly announced, personnel from the Mono County Department of Public Works (Public Works) will evaluate the bids, identify the lowest responsive bid by a responsible Bidder, and distribute to all bidders a Notice of Intent to Award the contract to that identified Bidder along with a ranked tabulation of all bid amounts submitted. In the event of a discrepancy between the numeric total bid written and the numeric total bid calculated, the bid amount calculated by multiplying each item quantity by the unit price and then adding each item of the proposal shall prevail.

Bid evaluation will consist of reviewing submitted bids for responsiveness, ranking the responsive bid amounts from lowest to highest, and investigating whether the apparent low Bidder, and such other Bidders as Public Works deems appropriate, appears to be a "responsible bidder." Said investigation will involve checking the Contractor's and any listed subcontractor's license status and eligibility to contract for public works, and may also include a request for Bidder references and/or insurance certificates, a request for documents demonstrating the Bidder's solvency and available resources to timely complete the work, and consideration of the Bidder's performance on any prior contracts with the County. The County reserves the right to waive any informality or irregularity in any bid.

#### 11. BID PROTEST PROCEDURE

A bid protest period shall commence immediately upon distribution of the Notice of Intent to Award the contract, during which time any interested person or entity may file a protest in accordance with the directions below with respect to that apparent low bid, or to any other bid submitted, and/or with respect to the qualifications or responsibility of the apparent low Bidder, or of any other Bidder.

Bidders who wish to lodge a protest as to the award of the contract must do so before 4:30 p.m. of the 5th business day following the date of the Notice of Intent to Award the contract. Bid protests must be received by the Mono County Department of Public Works, located at 74 North School Street, Post Office Box 457, Bridgeport, California, 93517, before the bid protest deadline. Delivery may be by mail or hand delivery to this address, or by facsimile (fax) to 760.932.5441, or by email to ghigerd@mono.ca.gov. Failure to timely file a written protest shall constitute a waiver of the right to protest. Untimely protests will not be accepted or considered.

Bid protests must be submitted in writing to the Director of the Department of Public Works and include the following: 1) the name of the person or entity making the protest, 2) the name of the bid project, 3) a complete statement of all legal and factual grounds for the protest, 4) any documentation supporting the protestor's grounds for the protest, and 5) the form of relief requested and the legal basis for such relief.

If a valid protest is timely filed, the Department of Public Works shall investigate the bid protest. The protested Bidder shall have three (3) business days to respond to the Department and to provide any information requested by the Department. The Department shall respond to the protesting party, stating its findings. The Director of the Department of Public Works shall make a recommendation to the Board of Supervisors regarding the bid protest.

The protest procedure described herein must be pursued and exhausted before any person or entity may commence litigation against the County of Mono, or any of its officers, agents, or employees

related to or arising out of the award of a contract for the construction of the project to a Bidder whose winning bid could have been the subject of a protest as outlined above.

#### 12. AWARD OR REJECTION OF BIDS

- A. After expiration of the bid protest deadline, the County may, in its discretion: Award a contract notwithstanding the filing of a bid protest; refrain from awarding a contract pending resolution of any or all bid protests; or otherwise proceed as it deems appropriate, including without limit rejecting all bids received. If it chooses to award one, the County shall award the contract to the Bidder found responsible by the County which has submitted the lowest responsive bid. Bidders are advised that should this Invitation for Bids result in the award of a contract, the contract will not be in force until it is approved and fully executed by the County and the Bidder.
- B. Payment under any contract resulting from this Invitation for Bids will be consistent with the contract agreement, a sample of which has been provided with this Invitation for Bids. Any contract awarded as a result of this Invitation for Bids will be awarded without discrimination based on race, color, religion, age, sex, sexual orientation, or national origin.
- C. Contract award, if made, is anticipated to occur within two weeks after the date of bid opening but could, however, occur up to 60 days after said date. In such an event, all Bidders will be notified in writing that additional time will be required. No bid can be withdrawn during that period unless such withdrawal is authorized under the Public Contract Code and the bid security shall remain in full force and effect. Mono County assumes no responsibility for any costs the Bidder may incur, regardless of whether or not a contract is awarded, in preparing and/or submitting a bid.

#### 13. CONTRACT EXECUTION

- A. Accompanying the County's Notice of Intent to Award will be the Agreement, which the successful Bidder will be required to execute and return, together with the required bonds and certificates of insurance, to the County within seven calendar days following receipt of the Notice of Award. Failure to do so shall be just cause for annulment of the contract award and forfeiture of the bid security, which shall be retained by the County as liquidated damages, and it is agreed by both parties that the bid security sum is a fair and reasonable estimate of damages for such failure. Signature by both parties constitutes execution of the Agreement.
- B. In the event the successful Bidder is unable to physically deliver the required bonds and insurance certificates, the Bidder shall, prior to the commencement of the work, submit evidence satisfactory to the County that such bonds and certificates will be furnished in a timely manner.
- C. In the event of failure of the lowest responsible Bidder to sign and return the Agreement with acceptable evidence of bonds and insurance certificates as prescribed herein, the County may award the contract to the next lowest responsible Bidder, and so forth, until a fully-executed Agreement and acceptable bonding and insurance certificates are received by the County.
- D. The bid security of all Bidders will be retained by the County until an Agreement is executed by the successful Bidder and evidence of bonds and insurance acceptable to the County is received, after which those bid securities, except any that may have been forfeited, will be returned to the respective Bidders whose proposals they accompanied.

#### 14. LISTING OF AND SUBSTITUTIONS OF SUBCONTRACTORS

A. If awarded a contract, the Bidder shall perform with its own organization contract work amounting to not less than 30 percent (30%) of the original total contract price. The Bidder shall give its personal attention to the fulfillment of the contract and shall keep the work under its control. All persons and entities engaged in the project work will be held responsible for their work, which shall be subject to the provisions of these Contract Documents.

- B. Each Bidder shall in its bid or offer, set forth the name and location of the office, shop, or mill of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement and the portion of the work which will be done by each subcontractor if the amount of the subcontractor's work will be in excess of one-half of one percent (0.5%), or \$10,000, whichever is greater, of the Bidder's bid.
- C. If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract as specified above, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under conditions hereinafter set forth.
- D. No Contractor whose bid is accepted shall, without consent of the Public Works Director, either:
  - (1) Substitute any person or entity as subcontractor in place of the subcontractor designated in the original bid; or,
  - (2) Permit any subcontractor to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or,
  - (3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the Bidder's bid as to which its original bid did not designate a subcontractor.
- E. Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original bid shall be permitted only in case of public emergency, necessity, or otherwise in accordance with the Public Contract Code, and then only after a finding has been made in writing, by and as public record of the Public Works Department, setting forth the facts constituting such emergency, necessity, or statutory basis for the substitution.
- F. It is the County's opinion that if haulers are used merely to convey materials and will not excavate or load the material and if they will not apply judgment as to the suitability of the material to meet project specifications, they do not need to be identified on the "List of Subcontractors" in the bid forms.

#### 15. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work unless alternative bids are called for. A person, firm, or corporation who has submitted a sub-proposal to a Bidder or who has quoted prices on materials to a Bidder, is not hereby disgualified from submitting a sub-proposal or quoting prices to other Bidders.

#### 16. COORDINATION WITH OTHER CONTRACTORS

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed, and the Bidder must employ, as far as possible, such methods and means in the carrying out of its work as will not cause any interruptions or interference with any other contractor or the operations of the facility at which the work is being performed.

#### 17. SUBSTITUTIONS

Throughout the Project Plans and Specifications, materials may be specified that are in short supply or that are restricted by government limitation orders. For the purpose of submitting proposals, the Bidder shall assume that the County will require all materials to be furnished as specified. No substitutions will be permitted until all sources or supply have been exhausted and written notice is given to the Public Works Director stating such fact. Substituted materials shall have the written approval of the Public Works Director, or its authorized agent, before installation in the project.

#### 18. CONTRACTOR'S LICENSING LAWS

- A. The successful Bidder, as Contractor, will be required to furnish a valid Mono County Business License issued by the Mono County Treasurer prior to commencing the work.
- B. In order to be eligible for award of a contract for the project, a Bidder must possess either of the following classification(s) of contractor's license: Class A General Engineering and/or C12 Earthwork and Paving and/or C8-Concrete.
- C. Attention is directed to the provisions of Chapter 9, Division 3, of the California Business & Professions Code concerning the licensing of contractors. All Bidders, contractors, and subcontractors shall be licensed in accordance with the laws of the State of California and any Bidder, contractor, or subcontractor not so licensed is subject to the penalties imposed by such laws. The contractor shall possess the appropriate licenses to cover the above advertised work.

#### 19. LABOR REQUIREMENTS

The services and work to be provided by Contractor for this project 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, the successful Bidder, as Contractor, and any subcontractor under it, shall pay not less than the general prevailing rate of per diem wages ("prevailing wage") specified for each craft and classification to all workers employed in the execution of the project. Copies of prevailing wages, as determined by the Director of the California Department of Industrial Relations, are on file at the office of the Mono County Department of Public Works, located at 74 North School Street in Bridgeport, California, and are available to any interested party upon request. These wages are not included in the Contract Documents for the project. Changes, if any, to prevailing wage rates will be available at the same location.

#### 20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES

The project work shall be completed within 30 working days. By submitting a bid proposal, Bidder acknowledges that the Bidder has fully read Section 5.6 and 5.7 of the Special Provisions, that it has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions, and that it is agreed by both parties that Contractor will pay Mono County liquidated damages of \$950 per calendar day should the Contractor fail to complete the work within 30 working days and that this sum is a fair and reasonable estimate of the damages for such failure.

# **PROPOSAL**

ASPEN ROAD CULVERT REPLACEMENT PROJECT Project No. 9098

Proposal of the laws of the State of California,	(hereinafter, "Bidder"), organized and existing under doing business astion;" "a sole proprietor"), as applicable to the County of Mono.
	d proposal consists of the attached pages BD-1 through BD-18.
perform all work for ASPEN ROA the Instructions to Bidders, Project Construction Quality Assurance F within the time set forth therein at proposal include, but are not limit transportation, permits, services, a	for Bids and Instructions to Bidders, Bidder hereby proposes to DCULVERT REPLACEMENT PROJECT in strict accordance with the Plans, Special Provisions, Technical Specifications, Agreement Program, any applicable addenda, and other Contract Documents prices stated on the attached Bid Schedule. Prices quoted in this led to, the cost for all labor, materials, tools, equipment, supplies and applicable local, state, and/or federal taxes, fees, patent rights blete the work contemplated under the Agreement.
certifies as to its own organiza	II, Bidder certifies (and in the case of a joint bid, each party thereto tion) that this bid has been arrived at independently without greement as to any matter relating to this bid with any other Bidder
following the award of contract by	nce work under the Agreement on or before 14 calendar days the County, unless a later date is specified by the County in the simplete the project within 30 working days thereafter, pursuant pecial Provisions.
approximate only and are solely and are solely and are solely and are solely approximate and are solely and are	ump sum items, the quantities set forth in the Bid Schedule are for the purpose of facilitating the comparison of bids, and that the mputed on the basis of documented final quantities in completed ther they be more or less than those shown.
Bidder's Company Name:	
Company Address:	
Office Telephone No :	Fox No :
Office Telephone No.:	Fax No.:
Contractor's Calif. License No.:	Class:
Mono County Business Lic. No.:	
Name of Company Officer:	Title:
(Add seal if by a corporation)	Bidder's Signature Date

# **BID SCHEDULE**

#### ASPEN ROAD CULVERT REPLACEMENT PROJECT Project No. 9098

BID ITEM	ESTIMATED QUANTITY	UNIT	ITEM & UNIT BID PRICE (in words)	UNIT PRICE (in numbers)	BID AMOUNT	
BASE BID						
1	1 1 LS		Mobilization at	\$	\$	
			Per Lump Sum			
2	2 1 LS		Traffic Control (including all resources needed to maintain access during construction), at	\$	\$	
			Per Lump Sum			
3	3 1 LS		Temporary Stream Construction Measures, at	\$	\$	
			Per Lump Sum			
	150	150 LF	Silt Fence, at			
4				\$	\$	
			Per Linear Foot			
	150	150 LF	Fiber Rolls, at	\$		
5					\$	
			Per Linear Foot			
6	20	CY	Aggregate Base, at	\$	\$	
0	20		Per Cubic Yard	Φ	Ψ	
			rei Gubic faiu			
_	16		3-inch HMAC Overlay, at			
7		16   7	16 TON	TON		\$
			Per Ton			

Page BD-2

BID ITEM	ESTIMATED QUANTITY	UNIT	ITEM & UNIT BID PRICE (in words)	UNIT PRICE (in numbers)	BID AMOUNT		
BASE	E BID						
	9 20 15		12" Diameter PVC Storm Drain, at				
8	20	LF	Per Linear Foot	\$	\$		
9 16.5 LF		LF	12" Diameter Corrugated Metal Pipe Culvert , at	\$	\$		
			Per Linear Foot				
	4		12" Diameter Flared End Sections, at	\$	\$		
10		4 EA	Per Each				
11	11 16		46 LF	LF	60" Diameter Corrugated Metal Pipe Culvert, at	\$	\$
		i	Per Linear Foot	φ			
			Cast in Place Concrete Headwalls, at				
12	30	CY	Per Cubic Yard	\$	\$		
			Culvert Markers, at				
13	2	EA	Per Each	\$	\$		

<sup>\*</sup> County will use this total to compare bids and determine the apparent low Bidder.

#### **LIST OF SUBCONTRACTORS**

ASPEN ROAD CULVERT REPLACEMENT PROJECT Project No. 9098

Listed hereinafter are the names and addresses of all subcontractors in accordance with Section 2-1.054 of the Standard Specifications who will be employed in the completion of project work and the type of work that each will perform if the contract is awarded to the undersigned Bidder. I understand that under California Public Contract Code Section 4104, contained in the Subletting and Subcontracting Fair Practices Act (Public Contract Code §4100 et seq.) I must clearly set forth the name and address of each subcontractor who will perform work or labor or render service to me in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of my total bid, or ten thousand dollars (\$10,000), whichever is greater, and that as to any work in which I fail to do so, I agree to perform that portion myself or be subject to penalty under the Act.

Notes: A. In the event that more than one subcontractor is named for the same type of work, state the portion of which each will perform; provide Contractor's license number of each subcontractor.

- B. Vendors or suppliers that will be providing materials only need not be listed.
- C. If further space is required, copies of this sheet or additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of the proposal.
- D. The above statement constitutes a part of the proposal and signature on the signature portion of the bid proposal constitutes signature on this statement.

E. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal.

Firm Name & Address	Phone, Fax, & License	Annual Gross Receipts	Description of Portion of Work to be Performed
Name	Phone	☐ < \$1 million	
		☐ < \$5 million	
Address	Fax	☐ < \$10 million	
		☐ < \$15 million	
City State ZIP	License	☐ > \$15 million	Value of work: \$
Name	Phone	☐ < \$1 million	
		☐ < \$5 million	
Address	Fax	☐ < \$10 million	
		☐ < \$15 million	
City State ZIP	License	☐ > \$15 million	Value of work: \$
Firm Name & Address	Phone, Fax, &	Annual	Description of Portion of Work to be Performed

	License	Gross Receipts	
Name	Phone	☐ < \$1 million	
		☐ < \$5 million	
Address	Fax	☐ < \$10 million	
		☐ < \$15 million	
City State ZIP	License	□ > \$15 million	Value of work: \$
Name	Phone	□ < \$1 million	
		☐ < \$5 million	
Address	Fax	☐ < \$10 million	
		☐ < \$15 million	
City State ZIP	License	☐ > \$15 million	Value of work: \$
Name	Phone	☐ < \$1 million	
		☐ < \$5 million	
Address	Fax	☐ < \$10 million	
		☐ < \$15 million	
City State ZIP	License	☐ > \$15 million	Value of work: \$
NY.	ni.		
Name	Phone	<pre> &lt; \$1 million</pre>	
411	- F	☐ < \$5 million	
Address	Fax	< \$10 million	
Ch. Ch. ATD	7.	☐ < \$15 million	
City State ZIP	License	☐ > \$15 million	Value of work: \$
Name	Phone	☐ < \$1 million	
		□ < \$1 million	
Address	Fax	□ < \$3 million	
		□ < \$15 million	
City State ZIP	License	□ > \$15 million	Value of work: \$
		v us minon	ταιας οι ποια. ψ

## **ACKNOWLEDGEMENTS**

ASPEN ROAD CULVERT REPLACEMENT PROJECT Project No. 9098

#### **RECEIPT OF ADDENDA**

The County of Mono is advised that Bidder has received the following addenda for the Contract Documents, including plans, specifications, and special provisions for the above-referenced project:

Documente, including plane, op	someations, and openial previolent for the above relevanced project.
Addendum Number:	Issuance Date:
Subject Matter:	
Addendum Number:	Issuance Date:
Subject Matter:	
Addendum Number:	Issuance Date:
Subject Matter:	
Addendum Number:	Issuance Date:
Subject Matter:	
If you did not receive any adder	nda for the above-referenced project, please initial here:
ACKNOWLEDGEMENT OF SI	<u>re visit(s)</u>
	d that I have visited the project site as acknowledged by my initials de myself aware of the conditions that exist and have prepared the
Aspen Road:	Yes No
	nstitutes a part of the proposal, and signature on the signature portion of the ture on this acknowledgement.

# **DISCLOSURES AND CERTIFICATIONS**

ASPEN ROAD CULVERT REPLACEMENT PROJECT Project No. 9098

#### **QUESTIONNAIRE A**

In accordance with Public Contract Code Section 10162, the Bidder shall complete the following questionnaire:

questionnaire.
Has the Bidder, or any officer or employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal state, or local government project because of a violation of law or safety regulation?
Yes: No:
If the answer is yes, please explain the circumstances in the space provided below and/or attach separate sheet(s) as necessary, with signature affixed.
QUESTIONNAIRE B
Under penalty of perjury, the Bidder shall complete the following questionnaire:
Within the past three years, has the Bidder, or any officer or employee of the Bidder who has a proprietary interest in the Bidder, ever been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any federal or state antitrust law in connection with the bidding upon, award of, or performance of, any Public Works Contract, as defined in Section 1101, with any public entity as defined in Section 1100 of the California Public Contract Code, the Regents of the University of California or the Trustees of the California State University?
Yes: No:
If the answer is yes, please explain the circumstances in the space provided below and/or attach separate sheet(s) as necessary, with signature affixed.
Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire.

#### **WORKERS' COMPENSATION CERTIFICATION**

I do hereby certify that I am aware of the provisions of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work in this contract.

#### **NON-COLLUSION AFFIDAVIT**

In accordance with Section 7106 of the California Public Contract Code, the Bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: This page constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature of this certification and affidavit.

#### COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

#### **BIDDER'S QUALIFICATION STATEMENT**

ASPEN ROAD CULVERT REPLACEMENT PROJECT Project No. 9098

This Qualifications Statement will be used by Mono County to determine if a Bidder is qualified to do the work to be performed and therefore to find if the Bidder is a "responsible" bidder. The Qualifications Statement should be completed on behalf of the Bidder by an officer or other individual who is knowledgeable about the Bidder's past and current operations, policies, and practices. A response must be provided to each question. If a particular question does not apply, the response should state "not applicable" or "N/A". Qualifications statements that contain missing or incomplete answers may render the proposal non-responsive. The County reserves the right, however, to allow the bidder to submit additional information pertaining to its qualifications after the bid-submission deadline if circumstances warrant and to waive any error or defect in a Bidder's Statement.

Answers may be expanded upon by attaching additional pages. Use  $8\frac{1}{2}$ " x 11" paper and mark each additional page with the Bidder's name and identification of the particular question to which an answer is being given. For the purposes of this Statement, the terms "company," "firm," "bidder," "proposer," and "contractor" are used interchangeably and have the same meaning.

The following documents or information must be included with your Qualifications Statement for this Bid Proposal (Existing certification and license information on file with the County and current may meet the requirements of this section subject to verification prior to award of any contract):

<u>Insurance:</u> Contractor must provide proof that the firm is insured at least to the limits identified in the Draft Agreement.

<u>Licenses:</u> Copies of all applicable and current trade licenses issued to the Contractor which legally allow the Contractor to perform the work identified for this Project.

<u>Previous Work History:</u> This Statement includes a form titled "Experience on Completed or Ongoing Projects." Please use this form to detail the work that the firm has performed within the last three years. A minimum of three successfully-completed general civil and/or culvert construction projects are required. Use one page per project and reproduce copies of the form as necessary. In each project description, identify your firm as a prime contractor, subcontractor, or joint venture partner.

OSHA Violations: If at any time within the past five years the Contractor has received an OSHA serious violation, you must provide copies of the *Citation and Notification of Penalty*, signed *Settlement Agreement*, and narrative which details the specific issue(s) cited, remedial action required and taken by the Contractor, amount of fine initially imposed, and ultimate resolution.

Resumes and Organizational Chart: The Contractor must include current resumes for each Principal and key individual identified in Question 2B below. The statement must also include a copy of the firm's current Organizational Chart.

Equipment: The Contractor must provide a list of equipment that would be available for the work.

1.	GE	NERAL INFORMATION	DN:
	A.	Type of organization:	
			If Corporation, include year and state incorporated If Partnership, state whether general or limited If Sole Proprietorship, include name of owner If Joint Venture*, include name all partnering firms
			(*Bidder's submitting a bid as joint venture must obtain a joint venture contractor's license before they may be awarded a contract, per Business and Professions Code §7029.1).
	B.	Is the firm certified a (WBE)?	s a Minority Business Enterprise (MBE) or Women Business Enterprise  Yes (attach certification letter) No
2.	PΕ	RSONNEL:	
	A.	Identify the current nu	imber of employees below:

Employee Type	Full-Time	Part-Time
Office		
Field		

B. Principals and Key Personnel: On the chart below, supply the required information. Principals and Key Personnel include proprietors, partners, directors or officers of the firm; any manager or individual who participates in overall policy-making or financial decisions of the firm; any person who makes significant financial contributions to the firm's operations; any person in a position to control and direct the firm's overall operations or any significant part of its operation (including site foremen and superintendents). Resumes for Principals and Key Personnel must be provided herewith. Use additional sheets if necessary to identify all Principals and Key Personnel.

Description	Person 1	Person 2	Person 3
Name			
Title			
% Ownership			

(Use additional sheets if necessary to identify all Principals and Key Personnel)

3.	FIN	IAN	CIAL INFORMATION:		
	A.		e there any liens outstanding against the Contractor? ves, provide a detailed explanation on an attached sheet)	☐ Yes	☐ No
	B.	ba	s the Contractor, Principals or Key Personnel been party to a nkruptcy or reorganization proceeding with the last five years? ves, provide a detailed explanation on an attached sheet)	☐ Yes	☐ No
	C.	An	nual sales dollar volume of Contractor:	\$	
4.			RITY OF CONTRACTOR: Please provide an explanation on an attact owing questions with the answer "yes".	ned sheet fo	or any of
	A.	Du	ring the past five years has the Contractor:		
		i.	Been subject of a lien or claim of \$25,000 or more by a subcontractor or supplier?	☐ Yes	☐ No
		ii.	Failed to complete a contract?	☐ Yes	☐ No
		iii.	Been suspended, debarred, disqualified or otherwise declared ineligible to bid?	☐ Yes	☐ No
		iv.	Been defaulted on any contract?	☐ Yes	☐ No
		٧.	Had a contract terminated?	☐ Yes	☐ No
		vi.	Had liquidated damages assessed against it upon completion of a contract?	☐ Yes	☐ No
		vii.	Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts?	☐ Yes	☐ No
	В.	Du	ring the past five years has the Contractor, Principals or Key Personne	el:	
		i.	Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts?	☐ Yes	☐ No
		ii.	Been the subject of an investigation involving any alleged violation of criminal law, civil antitrust law or other federal, state, or local civil law?	☐ Yes	☐ No
		iii.	Been convicted after trial or by plea of any felony under state or federal law?	☐ Yes	☐ No
		iv.	Entered a plea of nolo contendere to a charge of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or violation of an antitrust law?	☐ Yes	☐ No
		٧.	Been the subject of an investigation of any alleged violation of federal, state, or local regulations by any public agency?	☐ Yes	☐ No

		vi. Been found to have committed a violation of any labor law or regulation including prevailing wage rates and fair labor practices?	☐ Yes	☐ No
		vii. Been found to have committed an OSHA "serious violation"?	☐ Yes	☐ No
		viii. Been found to have committed a construction-related violation of federal, state, or local environmental law or regulation?	☐ Yes	☐ No
5.	BID	DDING CAPABILITY AND PREVIOUS EXPERIENCE:		
	A.	Provide a detailed narrative of the Contractor's experience and involude and/or roadway rehabilitation construction projects. Previous experience construction is necessary for the contractor to be found responsible spadditional information can be provided on an attached sheet.	ience in t	his field of
				,
				,
		☐ mark if continu	ued on atta	iched sheet

B.		<ul> <li>Contractor Specialty capabilities (chaining capability for each specialty selected)</li> </ul>		c all appropriate).  Bidder <u>must</u> have se by the Bidder.	elf
	□ 11.	Masonry Metals Carpentry Thermal & Moisture Protection Doors & Windows Finishes		14. Mechanical 15. Electrical 16. Plumbing 17. HVAC 18. Sprinkler 19. ATC 20. Balancing 21. Fire Alarms 22. Security	
C.	Contrac	ct Capability (determined by size of prev	ious	us work and bonding capacity):	
	□ 1. □ 2. □ 3. □ 4. □ 5. □ 6. □ 7. □ 8. □ 9.	\$0 - \$100,000 \$0 - \$250,000 \$0 - \$500,000 \$0 - \$1,000,000 \$0 - \$5,000,000 \$0 - \$10,000,000			
D.	Use th	e following forms (i.e. pages BD-15	– B	BD-17) to describe Bidder's experience	or

D. Use the following forms (i.e. pages BD-15 – BD-17) to describe Bidder's experience on completed or ongoing projects over the last five years (a separate sheet must be completed for each project – three minimum).

Note: This Statement constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this Statement.

email:

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

## Bidder's Qualification Statement PROJECT EXPERIENCE WITH GENERAL CIVIL AND/OR CULVERT **CONSTRUCTION PROJECTS** Project Status: Contractor's Role\*: □ Project completed □ Prime Contractor ☐ Work in progress □ Subcontractor □ Joint Venture Partner \* Entity submitting proposal is considered "Contractor" Facility / Project Name: Address of Project: Project Owner: Contract Amount (Contractor's Share): \$\_\_\_\_\_ Was project bonded? ☐ Yes ☐ No % of total project performed by Contractor by Contractor's own forces: Was Contractor required to possess a Performance Bond and/or Payment Bond? ☐ Yes □ No Start Date: \_\_\_\_ Scheduled Completion Date: \_\_\_\_ Actual Completion Date: \_\_\_\_ Construction Manager / Project Manager: Company: \_\_\_\_\_ Address: \_\_\_\_\_ Telephone: email: Title: Contact Name: Architect / Engineer: Company: Address:

Reference familiar with Contractor's performance:

Contact Name:

Telephone:

Address: Telephone: email: Contact Name: \_\_\_\_\_ Title: Description of work performed by Contractor:

Company:

# PROJECT EXPERIENCE WITH GENERAL CIVIL AND/OR CULVERT CONSTRUCTION PROJECTS Project Status: Contractor's Role\*:

Joint Venture Partner
Address of Project:  Project Owner:  Contract Amount (Contractor's Share): \$ Was project bonded?
Project Owner:  Contract Amount (Contractor's Share): \$ Was project bonded?
Contract Amount (Contractor's Share): \$ Was project bonded? \( \text{ Yes } \) Now \( \text{ Notal project performed by Contractor by Contractor's own forces: \( \text{ Was Contractor required to possess a Performance Bond and/or Payment Bond? \( \text{ _ Yes } \) Now \( \text{ Start Date: Scheduled Completion Date: Actual Completion Date: \( \text{ Construction Manager / Project Manager: } \) \( \text{ Company: Address: email: \) \( \text{ Title: Architect / Engineer: } \) \( \text{ Company: Email: \) \( \text{ Company: Email: } \) \( \text{ Company: Email: Email: } \) \( \text{ Company: } \) \(  Company:
% of total project performed by Contractor by Contractor's own forces:
Was Contractor required to possess a Performance Bond and/or Payment Bond?
Start Date: Scheduled Completion Date: Actual Completion Date:  Construction Manager / Project Manager:  Company:  Address:  Telephone: email:  Contact Name: Title:  Architect / Engineer:  Company:
Construction Manager / Project Manager:  Company:  Address:  Telephone:  Contact Name:  Architect / Engineer:  Company:
Company:
Address:
Telephone: email:  Contact Name: Title:  Architect / Engineer:  Company:
Contact Name: Title:  Architect / Engineer:  Company:
Architect / Engineer:  Company:
Company:
Address:
Telephone: email:
Contact Name: Title:
Reference familiar with Contractor's performance:
Company:
Address:
Telephone: email:
Contact Name: Title:
Description of work performed by Contractor:

# PROJECT EXPERIENCE WITH GENERAL CIVIL AND/OR CULVERT CONSTRUCTION PROJECTS ect Status: Contractor's Role\*:

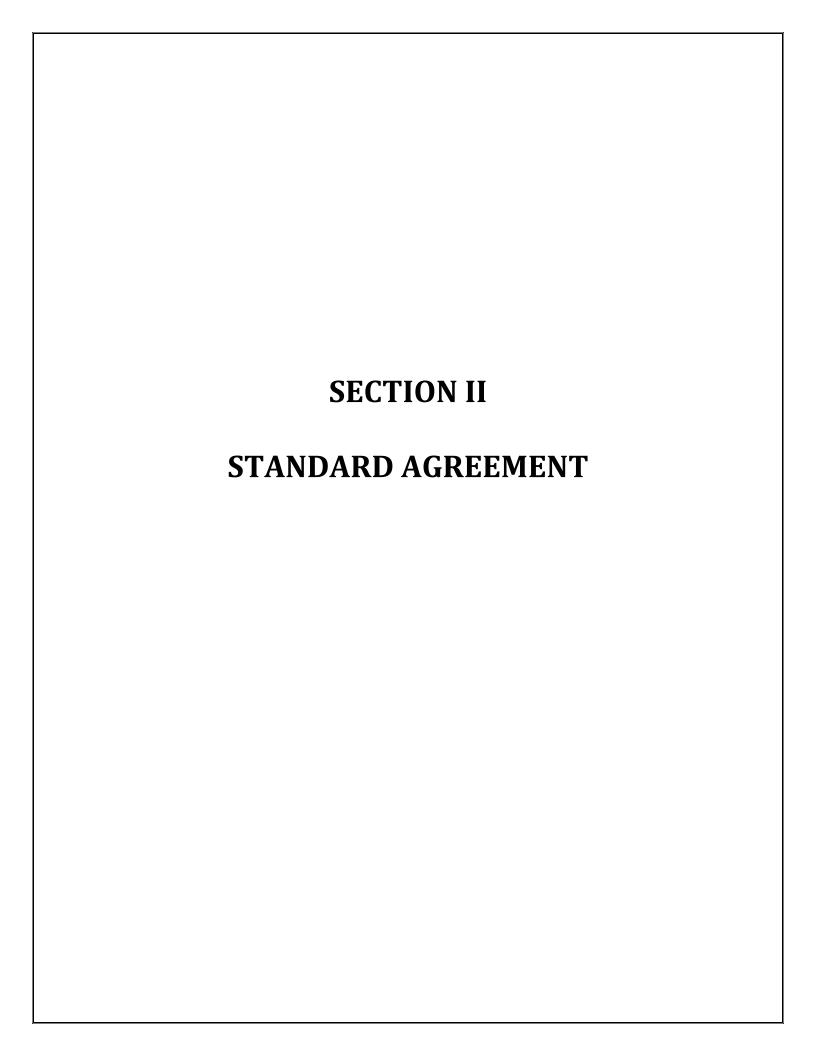
<b>!</b> [ ]	Project Status: □ Project completed □ Work in progress	Contractor's Role*:  ☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture Partner		
		* Entity submitting proposal is conside	red "Contra	ctor"
Facility / Pro	oject Name:			
Address of	Project:			
Project Owr	ner:			
Contract An	mount (Contractor's Share): \$	Was project bonded	d? □ Yes	□ No
% of total p	roject performed by Contractor	by Contractor's own forces:	%	
Was Contra	actor required to possess a Perf	formance Bond and/or Payment Bond?	□ Yes	□ No
Start Date:_	Scheduled Completion Da	ate: Actual Completion D	ate:	
<u>Constructio</u>	n Manager / Project Manager:			
Comp	pany:			
Add	dress:			
Teleph	hone:	email:		
Contact N	lame:	Title:		
Architect / E	Engineer:			
Comp	pany:			
Add	dress:			
Teleph	hone:	email:		
Contact N	lame:	Title:		
Reference f	familiar with Contractor's perfor	mance:		
Comp	pany:			
Add	dress:			
Teleph	hone:	email:		
Contact N	lame:	Title:		
Description	of work performed by Contract	or:		
			_	

# **BID BOND**

(MINIMUM 10% OF TOTAL BID AMOUNT)

KNOW ALL BY THESE PRESENTS that we,
the Contractor in the contract hereto annexed, as Principal, and
as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns,
as set forth herein to the County of Mono (hereinafter, "Owner") in the sum of \$
lawful money of the United States. Principal has submitted the accompanying bid for
ASPEN ROAD CULVERT REPLACEMENT PROJECT
If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the
Owner, at the price designated by its bid, and files two bonds with the Owner, one to guarantee
payment for labor and materials and the other to guarantee faithful performance, in the time and
manner specified by the Owner, and carries all insurance in the type and amount which conforms to
the Contract Documents, and furnishes required certificates and endorsements thereof, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.
Forfeiture of this bond shall not preclude the Owner from seeking all other remedies provided by law
to cover losses sustained as a result of the Principal's failure to do any of the foregoing.
Principal and Surety agree that if the Owner is required to engage the services of an attorney in
connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees
incurred with or without suit.
PRINCIPAL:
Executed on: By:
(Seal of Corporation) Title:
(Attach notary acknowledgment for Contractor's authorized representative and for Attorney-in-Fact of Surety)
NOTICE: No substitution or revision to this bond form will be accepted. Sureties must be admitted, authorized to do business in, and have an agent for service of process in California. A certified copy of Power of Attorney must be attached.

Any claims under this bond may be addressed to:	
	(Name and address of Surety)
	(Name and address of Surety's agent for service of process in California, if different from above)
	(Telephone number of Surety's agent in Calif.)
(Attach notary acknowledgement)	SURETY
Ву:	
ŕ	(Attorney-in-Fact)



**DRAFT DRAFT** 

## AGREEMENT BETWEEN THE COUNTY OF MONO AND [CONTRACTOR] FOR ASPEN ROAD CULVERT REPLACEMENT PROJECT

Project No. 9098

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 culvert replacement services of [Corporation]/[[Name(s)], [an] individual[s]], doing business as [Contractor] of [City], [State] (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 Standard Plans 2010 and Standard Specifications 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.

#### 2. TERM

The term of this Agreement shall be from [Start Date], 2012, through [End Date], 2012, 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 "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 stated in the Scope of Work (Attachment A), 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 \_\_\_\_\_\_\_(\$\_\_\_\_\_\_) (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, not more than once per month, a payment request in the form of an itemized statement of all services and work described in the Scope of Work (Attachment A), which were done at the County's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment at the conclusion of the work. All statements submitted in request for payment should 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. Statements shall be informative and concise regarding work performed during that billing period.

In accordance with Sections 20104.50 and 9203 of the Public Contract Code and upon finding that Contractor has satisfactorily completed the work and performed the services called for in the Scope of Work (Attachment A), the County shall promptly pay Contractor within 30 days of its receipt of the itemized statement, but shall retain 5% of each such payment until the project is completed. However, in accordance with Section 22300 of the Public Contract Code, Contractor may substitute securities for any moneys withheld by the County to ensure performance under this Agreement or request the County to make payments of the retention earnings directly to an escrow agent at Contractor's expense. Should Contractor submit an improper payment request, the County shall, as soon as practicable, return the request to Contractor accompanied by a document setting forth the reasons why the payment request is not proper. Should the County determine the services or work have not been completed or performed as called for in the Scope of Work (Attachment A) and/or should Contractor submit an improper payment request, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the payment request is corrected and resubmitted.

#### F. 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 five-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 County's 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 (Attachment A) which are requested by the County. It is understood by Contractor that its performance of those 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 in Attachment A.

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

Any licenses, certificates, or permits which it is reasonably foreseeable will be required by 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 submitted its bid for 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 execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services and work identified in Attachment A. Where there is a disagreement between Contractor and the County as to what licenses, certificates, and permits are required to perform the services and work identified in Attachment A, the County reserves and shall have 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 Services and Work.

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.

Some of the services and work to be provided by Contractor under this Agreement may 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 that constitute a public work. 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 B.

#### 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 that constitute a public 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, if any, 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 B.

#### 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 that constitute a public work, 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 B.

#### 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 B.

#### 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 B.

#### 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 that constitute a public work, 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 B.

#### 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 (Attachment A). 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.

#### 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 interinsurance 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. 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 agents, officers, employees, and subcontractors 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. 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 services and work 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.

This provision shall survive the life of the contract and remain in effect to meet the intent of this paragraph.

#### 14. RECORDS AND AUDIT

#### A. Records.

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

#### B. Inspections and Audits.

Any authorized representative of the County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which the County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, the County has 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, employees, and subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, ancestry, national origin, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, employees, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

#### 16. TERMINATION

The County reserves the right to terminate this contract in whole or in part at any time, either for the County's convenience or because of the Contractor's failure to fulfill the contract obligations, upon a determination by the Director of the Mono County Department of Public Works, after seeking advice from County Counsel, that termination of the contract is in the best interest of the County and by giving notice to the Contractor.

The Contractor may terminate this contract in accordance with Section 6.10 of the Special Provisions of the Project Manual.

If either party elects to terminate the contract, the termination of the contract and the total compensation payable to the Contractor shall be governed by the Special Provisions of the Project Manual, incorporated herein.

#### 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. 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 25 below.

#### 19. 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.

#### 20. 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 services and work under this Agreement.

#### 21. 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.

#### 22. 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.

#### 23. 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 25 below.

#### **24. 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.

#### 25. 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.

#### **26. 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:
[Contractor]
[Address]
[City, State ZIP]

#### 27. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same is in writing executed by the parties hereto. This Agreement includes and is subject to the provisions of the Bid & Contract Documents, including the Project Manual, 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, which documents are referenced and incorporated herein. Any modification to those documents prior to the bid opening shall be made by Addendum issued by the County. Any modification hereto after the award of contract shall be made by contract change order that is formally executed by both the County and Contractor in accordance with the provisions of paragraph 25 of this Agreement and/or the Public Contract Code, depending on the dollar amount of the change order.

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

COUN	TY OF MONO:	CONTI		RACTOR:	
By:	DRAFT		By:	DRAFT	
Name:	Jim Arkens		Name:		
Title:	County Administrative Officer		Title:		
Date:			Firm:	[Contractor]	
			Date:		
			Tax ID:		
Approv	ed as to Form:				
Tara Mo Deputy	eKenzie County Counsel	Date			
Rita She	erman	Date			
Deputy	CAO – Risk Manager				

#### ATTACHMENT A

## AGREEMENT BETWEEN THE COUNTY OF MONO AND [CONTRACTOR] FOR ASPEN ROAD CULVERT REPLACEMENT PROJECT Project No. 9097

#### **TERM:**

FROM: [Start Date], 2012 TO: [End Date], 2012

#### **SCOPE OF WORK:**

The County has selected and contractor shall construct project bid items 1 through 13(the entire project). The work to be done generally consists of the following:

The major work items of this Project are the replacement of two existing culverts and other items or details not mentioned above that are required by the project plans, specifications, Construction Quality Assurance Program, or Special Provisions shall be performed, placed, constructed, or installed.

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.

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

#### **WORK SCHEDULE:**

See Contract Documents, attached hereto and incorporated herein, including, but not limited to, Section 5 of the Special Provisions, entitled "Project Schedule". Completion of site improvements shall be specified in a Notice of Completion filed in the Office of the County Recorder by Public Works.

#### **SCHEDULE OF FEES:**

See Bid Schedule, attached hereto and incorporated herein.

#### ATTACHMENT B

# AGREEMENT BETWEEN THE COUNTY OF MONO AND [CONTRACTOR] FOR ASPEN ROAD CULVERT REPLACEMENT PROJECT Project No. 9097

**TERM:** 

FROM: Start Date, 2012 TO: End Date, 2012

#### **CALIFORNIA LABOR CODE:**

Copies of referenced California Labor Code sections (1771, 1775, 1776, 1777.5, 1813, & 1815), presented as Attachment B1, attached hereto and incorporated herein.

#### **ATTACHMENT B1**

## 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.
- (1) 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.

(Attach acknowledgement)

#### **FAITHFUL PERFORMANCE BOND**

unt of this bond.  Date	APPROVED AS TO FORM:  DRAFT	
unt of this bond.	APPROVED AS TO FORM:	
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(Attach acknowledgement)

#### LABOR AND MATERIALS PAYMENT BOND

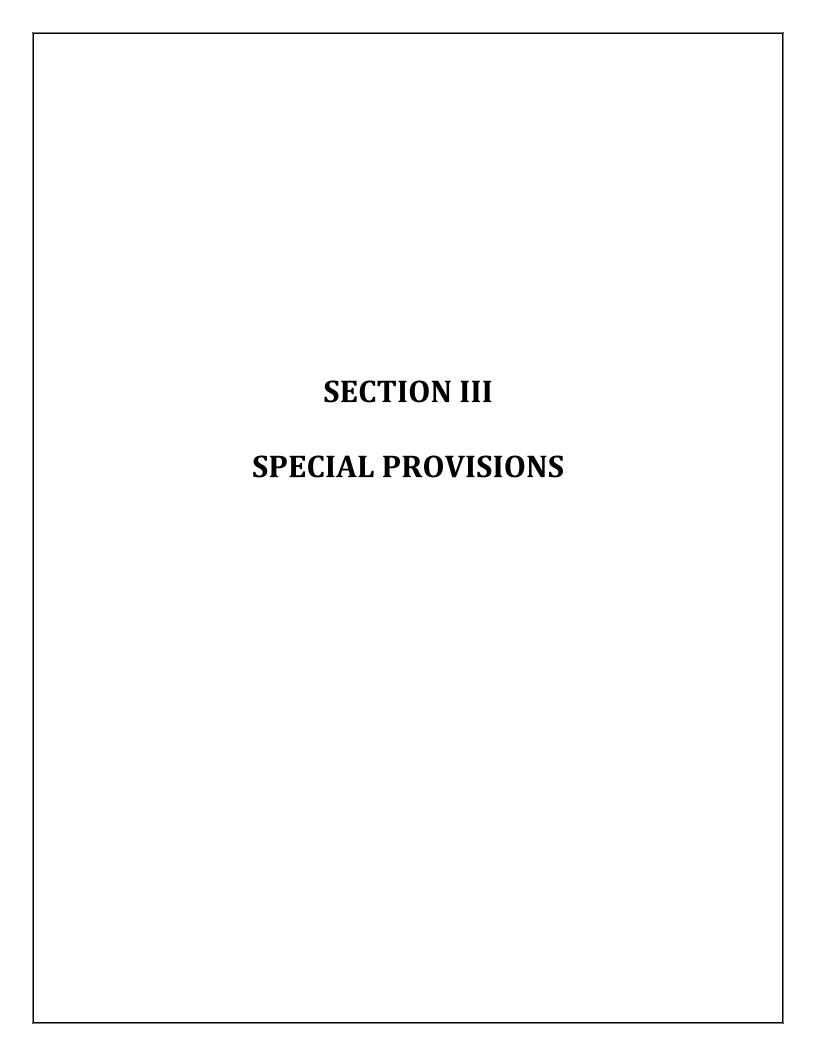
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KNOW ALL BY THESE PRES	ENTS that we,		
the Contractor in the contract h	nereto annexed, as P	rincipal, and	
as Surety, are held and firmly	bound unto the Coun	ty of Mono in the sum of \$	
lawful money of the United S	tates, for which paym	ent, well 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
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This bond is executed in accor	rdance with the requi	rements of Title XV of the Civil 0	Code and is subject
to the provisions thereof, and	d shall insure to the	benefit of any and all person	s, companies, and
corporations entitled to file cla	ims under and by virt	ue of the provisions of Civil Coo	de Section 9100, or
to their assigns, and the said \$	Surety, for value rece	ived, hereby stipulates and agre	es that no change,
extension of time, alteration of	r addition to the term	ns of the contract, or to the wo	rk to be performed
thereunder, or the specification	ons accompanying th	e same, shall in any way affec	t its obligations on
this bond, and it does hereby	waive notice of such	change, extension of time, alter	ation or addition to
the terms of the contract or to	the work or to the spe	ecifications.	
DRAFT			
Contractor	Date	APPROVED AS TO FO	RM:
DRAFT		DRAFT	
Surety	Date	County Counsel	Date

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(Attach acknowledgement)

#### **WARRANTY BOND**

the Contractor in the contra	ct hereto annexed, as Pi	rincipal, and	,
as Surety, are held and firm	ly bound unto the Count	y of Mono in the sum of \$	
lawful money of the United	States, for which paym	ent, well and truly to be made, v	we bind ourselves,
jointly and severally, firmly l	by these presents.		
Sign	ed, Sealed, and Dated		
The condition of the abo	ve obligation is that if	said Principal, its successors	and assigns, as
Contractor in the Agreeme	nt hereto annexed, or its	s subcontractor, fails to maintain	n and remedy in a
good workmanlike manner	the work of ASPEN RO	DAD CULVERT REPLACEMEN	T PROJECT such
that it is free from defects in	materials and workman	ship for a period of one year cor	mmencing on
(the "Maintenance Period")	, said Surety will pay fo	or the same in an amount not to	o exceed the sum
hereinabove set forth, and	also in case suit is brou	ght upon this bond, a reasonabl	e attorney's fee to
be fixed by the court.			
PROVIDED, HOWEVER, th	nat any suit under this bo	and shall be commenced no late	r than one (1) year
from the expiration date of	of the Maintenance Pe	riod; provided, however, that i	f this limitation is
prohibited by any law cor	trolling 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 la	w, and said period
of limitation shall be deeme	d to have accrued and s	hall commence to run on the exp	piration date of the
Maintenance Period.			
DRAFT			
Contractor	Date	APPROVED AS TO FOR	RM:
DRAFT		DRAFT	
Surety	Date	County Counsel	Date



### **SPECIAL PROVISIONS**

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#### SECTION 1. SPECIFICATIONS AND PLANS

#### 1.1 GENERAL.

Unless otherwise stated, the work embraced herein shall be done in accordance with the Contract Documents, including these Special Provisions, and the California General Prevailing Wage Rates established by the California Department of Industrial Relations and in effect on the date of this contract. Copies of the General Prevailing Wage Rates are available for review at the offices of the Mono County Department of Public Works.

In case of conflict between these Special Provisions, Project Plans, Technical Specifications, Construction Quality Assurance Plan (CQAP) Plan, California Department of Transportation (Caltrans) Standard Plans and Specifications dated 2010, 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 Special Provisions 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. **BIDDER:** Unless otherwise specified herein, Bidder means a business entity or joint venture submitting a bid proposal in response to this Invitation to Bid.
- D. **CALENDAR DAY:** Unless otherwise specified, days or calendar days means each and every day shown on the calendar, Saturdays, Sundays, and holidays included.
- E. **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.
- F. CONTRACT (or, CONTRACT DOCUMENTS): The written and executed agreement between the County and the Contractor covering the work to be performed. The written agreement consists of and shall include, but is not limited to, the Agreement, Performance Bond, Labor and Materials Payment Bond, any required insurance certificates, the Project Manual, Project Plans, these Special Provisions, Technical Specifications, Caltrans Standard Plans and Specifications dated 2010, CQAP Plan, any addenda issued to Bidders, and all attachments as well as all documents incorporated therein by reference.
- 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 proposal, 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. **CONTRACTOR:** The bidder entering into a contract with the County of Mono for the performance of the work.
- J. **COUNTY:** The County of Mono, a political subdivision of the State of California.

- K. **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.
- L. **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.
- M. **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.
- N. 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.
- O. **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.
- P. **LABORATORY:** The laboratory or laboratories authorized by the Department to test materials and work involved in the Contract.
- Q. 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.
- R. **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.
- S. **PROJECT:** The construction, installation, placement, alteration, or repair of any improvement of any kind, which is required directly or indirectly by the Contract.
- T. **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.
- U. **STANDARD PLANS:** State of California Department of Transportation, 2010 edition of the Standard Plans.
- V. **STANDARD SPECIFICATIONS:** State of California Department of Transportation, 2010 edition of the Standard Specifications.
- W. **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.
- X. **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.
- Y. **UNEXUSABLE 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.
- Z. WORK: The construction and services required by the Contract, whether completed in whole or partially completed, and 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.

AA. **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. DESCRIPTION OF WORK**

#### 2.1 GENERAL.

The Work to be done generally consists of the replacement of two existing culverts on Aspen Road as well as other items or details not mentioned above, that are required by the project plans, these Special Provisions, the Technical Specifications, or the CQAP Manual shall be performed, placed, constructed, or installed.

There may be other items of work not mentioned above that are required by the State Standard Specifications (Caltrans, 2010).

#### 2.2 SITE LOCATION.

The Work will take place along Aspen Road, which is located on U.S. Highway 158 in the community of June Lake. Maps of the project site relative to county boundaries, Highway 158, and other landmarks, are presented on Sheets 1 and 3 of the Project Plans.

#### 2.3 SITE DESCRIPTION.

Aspen Road is a narrow rural roadway which lies within the Mono County Public Works Department's maintenance district. The road provides the only access to a neighborhood of approximately twenty-five residences. Traffic generation is typically low. The existing pavement has numerous areas of pavement failure, cracking, and raveling due to long-term wear and tear typical of paved roads in harsh climate conditions. The existing culverts do not meet standards and need to be replaced.

#### 2.4 SITE GEOLOGY AND SOILS.

A soils report has not been prepared for this project.

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

- A. Work shall be limited to the hours between 7:00 am and 7:00 pm daily, including weekends and holidays.
- B. 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.
- C. 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.

#### 2.6 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 its work with that of other contractors.

#### 2.7 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 Special Provisions. In addition, the Contractor shall be responsible for the preservation and protection of all land monuments and property markers.

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.

#### 2.8 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.

#### 2.9 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.

If delay of Work caused by the finding and removal of asbestos or hazardous materials, the delay will be considered an excusable right of way delay and the Contractor will be compensated for such delay as provided in Section 8-1.07 of the Standard Specifications, entitled "DELAYS".

#### 2.10 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.

The Contractor is advised that the site of the Work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during its operations, any building, part of a building, structure, or object which is incongruous with its surroundings, he 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).

#### 2.11 NOTIFICATION AND INVESTIGATION OF DIFFERING SITE CONDITIONS.

Pursuant to section 7104 of the Public Contract Code, the contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, 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.

The 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 the contract.

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 the contract, but shall proceed with all work to be performed under the contract. 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 contracting parties.

#### **SECTION 3. PROPOSAL REQUIREMENTS AND CONDITIONS**

#### 3.1 GENERAL.

The Bidder's attention is directed to the provisions in Section 1 of the Project Manual, entitled "Instructions to Bidders", and these Special Provisions for the requirements and conditions which the Bidder must observe in the preparation of and the submission of the bid.

#### 3.2 BID BOND.

The Bidder's bond shall conform to the bond form shown on pages BD-17-18 of this Project Manual and shall be properly filled out and executed. The Bidder's bond form included in this Project Manual may be used.

#### 3.3 ACKNOWLEDGEMENTS, DISCLOSURES, CERTIFICATIONS, AND AFFIDAVITS.

The Bidder's attention is directed to pages BD6-8 of this Project Manual, which shall be submitted as required by paragraph 5 of "Instructions to Bidders". In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal.

#### 3.4 POST-BID SUBMITTALS

Failure of the Bidder to fulfill the requirements of the Contract Documents for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the Bidder to a determination of the Bidder's responsibility in the event it is the apparent low bidder on future public works contracts.

#### **SECTION 4. CONTRACT REQUIREMENTS**

#### 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 terms of the prime Contractor's Contract with Mono County.

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 subcontractor; 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.

#### 4.1.1 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.

Contractor or a subcontractor shall pay any subcontractor not later than 10 days of 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 10 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.

#### **SECTION 5. PROJECT SCHEDULE**

#### 5.1 GENERAL.

The Contractor will be considered to have received constructive notice that the Contract has been executed by the County on the date that a timely written Notice to Proceed is sent by email to the Contractor.

For the purposes of determining the Contractor's compliance with the time limits for completion of the Project pursuant to the Contract Documents, the Contractor's first Working Day shall be the date specified as such by the Notice to Proceed. The Contractor may not begin Work prior to the first Working Day.

The Contractor shall diligently prosecute the Project to completion such that the entire Project is complete, to the County's satisfaction, within 30 Working Days of the Notice to Proceed. Failure by Contractor to meet these time frames shall subject the Contractor to liquidated damages as specified herein.

#### 5.2 CONTRACT AWARD AND EXECUTION.

Section 3, of the Standard Specifications, entitled "Contract Award and Execution", is replaced in its entirety by applicable provisions of the Invitation for Bids, the Instructions to Bidders, the Agreement, and these Special Provisions.

#### 5.3 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, CQAP, 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.

#### 5.4 PROSECUTION AND PROGRESS.

The Contractor shall submit a progress schedule for the Engineer's approval within 14 calendar days after the date of the Notice of 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 the plans and specifications 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.

#### 5.5 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.

#### 5.6 LIQUIDATED DAMAGES, GENERAL.

The County expects the Contractor to perform its responsibilities and tasks 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 into 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 service 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 in Section 5.7, below, represent the projected financial loss and expenditures that may occur as a result of Contractor's nonperformance, 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 the 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 these rights shall not release the Contractor from its obligation to pay said liquidated damages in the amount set out in Section 5.7, below.

#### 5.7 LIQUIDATED DAMAGES, SPECIFIED.

The Contractor shall pay to the County of Mono the sum of nine hundred fifty dollars (\$950.00) per day for each and every calendar day's delay in finishing the Work to the County's satisfaction. Liquidated damages, if any, accrue starting on the first day after the expiration of thirty working days through the day of Contract acceptance.

If such non-performance continues, it 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 in this subsection. The County may withhold liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work. If the County does not withhold liquidated damages, the 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 breach of contract.

#### **SECTION 6. PROJECT ADMINISTRATION**

#### 6.1 GENERAL.

Where there is no conflict with the Contract Documents, including these Special Provisions, 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", 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 other 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 Special Provisions, the CQAP Plan, and the approved schedule.

An employee of the Contractor or subcontractor who is deemed incompetent, disorderly, or otherwise objectionable by the County, shall be removed promptly 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 RETENTION OF FUNDS.

- A. In accordance with Section 9203 of the California Public Contract Code, five percent (5%) of each progress payment will be retained by the County to ensure satisfactory completion of the Contract.
- B. In accordance with Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any moneys withheld by the County to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the County, or with a state or federally chartered bank in California as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the Contract, securities shall be returned to the Contractor.
- C. Contractor may alternatively request, and the County shall then make, payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the Contractor. Upon satisfactory completion of the Contract, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the County, pursuant to the terms of this section.
- D. Release of retention or otherwise held securities or funds will be made in accordance with the California Public Contract Code.

#### 6.8 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 Work will be accepted and Notice of Completion recorded by the County only when the entire Contract is completed satisfactorily to the County.

#### 6.9 CLAIMS FOR ADJUSTMENT AND DISPUTES.

If for any reason the Contractor deems that additional compensation is due 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 it begins the work on which the claim is based. If such notification is not given or the County is not afforded 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.

#### 6.10 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 Contract Documents. 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 to 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.

### **6.10 TERMINATION BY CONTRACTOR.**

Subject to Section 6.11, below, the Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:

- 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 6.12 of these Special Provisions. 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.

### 6.11 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 Unexcusable 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.

### 6.12 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, Contractor shall, unless the notice directs otherwise, do the following:

- 1. Immediately discontinue the Work to the extent specified in the notice.
- 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 6.11 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 6.12; and the Contractor will be entitled to no other compensation or damages and expressly waives same."

### 6.13 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.

### **SECTION 7. MATERIALS**

### 7.1 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.

### 7.2 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 Notice of Award.

### 7.3 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 8. CONSTRUCTION DETAILS

### 8.1 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.

### 8.2 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 <u>no</u> responsibility for job site safety. The Contractor and its subcontractors must execute their daily work in accordance with the latest edition of the Occupational Safety and Health Administration (OSHA).

### 8.3 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.

### 8.4 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 therefore.

### 8.5 HIGHWAY CONSTRUCTION EQUIPMENT.

Attention is directed to Section 591 of the Vehicle Code and Sections 7-I.0ID, "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.

### 8.6 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.

### 8.7 CONSTRUCTION LAYOUT AND STAKES.

The County 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 County will be responsible for establishing all survey controls and other layout that may be required for construction of the Work. The Contractor will be responsible for maintaining construction stakes or other control if it is required due to the Contractor's carelessness.

### 8.8 TESTING.

Aside from materials testing and certifications required from the Contractor in the Construction Quality Assurance Program (CQAP), Technical Specifications, Standard Specifications, and these Special Provisions, the County will provide testing services for installed work.

### 8.9 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. A copy of the CQAP, which establishes testing frequency for materials incorporated into the Work and criteria used to monitor the Contractor's conformance with Project Plans and Technical Specifications, is attached at the end of these Special Provisions.

### 8.10 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.

### 8.11 RETEST OF WORK.

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

### 8.12 MAINTENANCE DURING CONSTRUCTION.

The Contractor shall maintain the Work during construction and until the Work is accepted. 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 9. OPERATIONS AND SAFETY**

### 9.1 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 its 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.

### 9.2 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 therefore.

### 9.3 WATER SUPPLY.

The Contractor is responsible for making its own arrangements to legally obtain an adequate supply of water required for the proper construction 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 therefore.

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.

### 9.4 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 10. PROGRESS MEETINGS**

### 10.1 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.

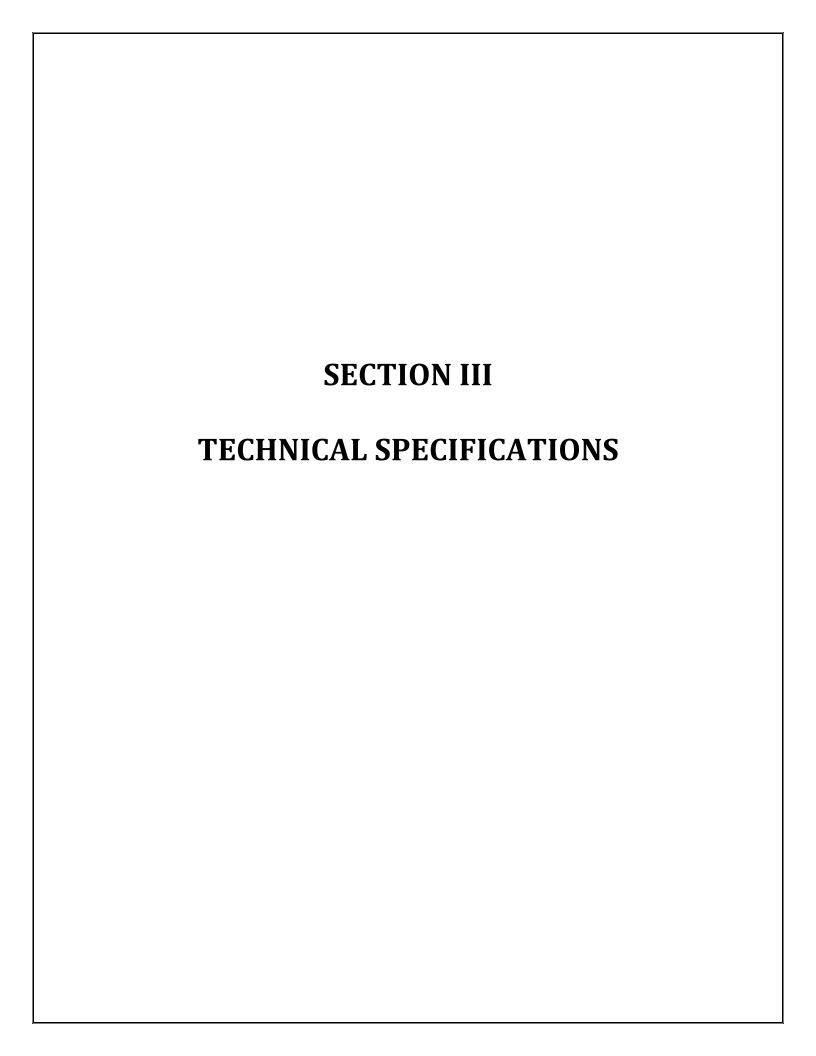
### 10.2 ATTENDEES.

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 11. PROJECT CLOSEOUT**

### 11.1 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.



## **TECHNICAL SPECIFICATIONS**

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ASPEN ROAD CULVERT REPLACEMENT PROJECT Project No. 9098

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### 1. Description of Work

The Work to be done generally consists of the replacement of two existing culverts on Aspen Road as well as other items or details not mentioned above, that are required by the project plans, these Special Provisions, the Technical Specifications, or the CQAP Manual shall be performed, placed, constructed, or installed.

There may be other items of work not mentioned above that are required by the State Standard Specifications (Caltrans, 2010).

### 2. Mobilization

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to and from the project site.

The contract LUMP SUM price paid for "MOBILIZATION" shall constitute full compensation for furnishing all labor and materials, including tools, equipment and incidentals, and for performing the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of equipment and materials, creating as-built drawings, and for performing all work required for which separate payment is not otherwise provided as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer. No adjustment will be made to the lump sum price for mobilization due to changes to other items of work or additions to the Contract.

### 3. Control of Work and Materials

Control of Work and Materials shall conform to the provisions in Section 5, "Control of Work," and Section 6, "Control of Materials" of the State Standard Specifications and these Technical Specifications.

No equipment or construction materials shall be stored or staged within the traveled way. The Contractor shall coordinate with the County regarding establishment and operation of storage and staging areas.

In each stage of construction, after completion of the preceding stage, the first order of work shall be the removal of any existing pavement delineation that conflicts with the pavement delineation being used by public traffic, as determined by the Engineer.

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 Engineer 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.

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 Project Engineer. 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.

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 760-387-2955

List of Required Submittals:

The Contractor shall provide two copies of each of the following submittals to the Engineer:

- 1. Construction Schedule
- 2. Traffic control plan
- 3. HMAC asphalt binder Certificate of Compliance
- 4. HMAC tack coat Certificate of Compliance
- 5. Concrete mix design
- 6. Steel CMP Certificate of Compliance

The County reserves the right to require additional submittals from the Contractor that are not specifically identified above. If so requested, the Contractor shall provide the Engineer with four copies of any additional submittals.

### 4. Erosion Control and Temporary Stream Construction Measures

The County has obtained the following water quality permits for this project: California DFG Streambed Alteration Permit, Lahontan RWQCB 401 Permit, and an Army corps of Engineers 404 Permit. These permits require the installation and maintenance of Best Management Practices (BMPs) during construction. **The** 

# Contractor shall be responsible for implementing BMPs per the Caltrans Construction Site Best Management Practices Manual.

The Contract LUMP SUM price paid for "TEMPORARY STREAM CONSTRUCTION MEASURES" shall include full compensation for furnishing all labor, materials (including check dams, temporary pipe, geotextile membrane and filter material, etc.), tools, equipment and incidentals necessary to complete the Work as specified to install, maintain, adjust, replace, remove, and dispose of BMPs to comply with the WATER DIVERSION PLAN (Sheet 6 of the plans), and permit requirements as directed by the Engineer.

The Contract unit price paid per LINEAR FOOT for "SILT FENCE" and "FIBER ROLLS" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to complete the Work as specified to install, maintain, move to new locations, replace, remove, and dispose of BMPs to comply with permit requirements as directed by the Engineer.

### 5. Maintaining Traffic / Traffic Control

Aspen Road provides the only access to a residential neighborhood. There is no alternative route for residents and emergency services to use during construction. Therefore, except for temporary interruptions (up to two hours at a time, with notice to residents) approved by the Engineer, the Contractor shall maintain property owners' access to their property at all times.

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," of the State Standard Specifications and these Technical Specifications. Nothing in these Technical Specifications shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

The Contractor shall provide a traffic control plan specific for each phase of the project to be reviewed and approved by the Engineer prior to starting work. The proposed traffic control plans shall be prepared and signed by a Professional Traffic Operations Engineer (PTOE) or a Traffic Control Supervisor certified by the American Traffic Safety Services Association (ATSSA), hereinafter designated "TCS". Traffic control shall be completely in place prior to the start of each day's work. At the preconstruction meeting, the traffic control requirements for the project shall be reviewed with the Contractor including all of the Contractor's foremen or supervisors.

The Contractor shall post "No Parking" signs, as necessary, not less than 72 hours in advance of scheduled work that will restrict parking. If the work is not performed during the timeframe indicated on the "No Parking" signs, the work shall be rescheduled with at least five (2) working days advance notice. The Contractor shall leave the street open to traffic until just prior to starting the work, and shall provide all barricades, signs and traffic control necessary to protect the work. The Contractor shall

perform all reposting of "No Parking" signs and re-notification occasioned by his failure to meet the posted schedule.

Costs from delays caused by failure of the Contractor to adhere to the approved schedule shall be at the Contractor's sole expense and no additional compensation will be allowed therefor.

The Contractor shall maintain a safe workplace at all times, including, but not limited to, providing flaggers, safety equipment, barricades, safe pedestrian passage along sidewalks, and maintenance of handicap access throughout the project site where applicable.

The Contractor shall fulfill the requirements of this section 24 hours per day, seven days per week, including holidays, from the time the Notice to Proceed is issued until the project is accepted as complete.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed as approved by the Engineer.

Bicycle lanes shall be maintained by the Contractor at all times. Appropriate warning signs designed for bicyclists shall be posted and maintained by the Contractor, as necessary, so that bicyclists can safely traverse the construction zone.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

All excess and unsuitable material resulting from the Contractor's operation shall be removed from the project site before the end of each workday.

All hauling on local roads and streets shall be on routes acceptable to the Engineer. The Contractor shall submit the anticipated haul routes for each work location 2 working days prior to the pre-construction meeting.

The Contract LUMP SUM price paid for "CONSTRUCTION TRAFFIC CONTROL" shall include full compensation for furnishing all labor, materials (including signs, arrow boards, barricades and cones), tools, equipment and incidentals, preparing the required traffic control plan, and providing construction and detour signs, flaggers, police support and the installation and subsequent removal of signing, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as shown on the

plans, as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer.

### 6. Dust Control

The Contractor shall perform necessary work to control dust at all times as required by regulation. Full compensation for dust control including that resulting from public traffic shall be considered as included in the prices paid for the various items of work involved, and no separate payment will be made therefor.

### 7. Protection of Existing Facilities

Water, sewer, and storm drain facilities were identified within the project area during design.

All work performed in connection with existing facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," and Section 4-1.03D "Changes" of the State Standard Specifications and these Technical Specifications.

It is possible that existing underground utility lines exist that are not be shown on the plans. The Contractor shall be responsible for locating and field verifying the location of all existing utilities and utility features prior to the start of construction activities and protecting all facilities during construction. Damage caused by the Contractor to existing facilities shall be repaired within 24 hours at the sole expense of the Contractor.

The Contractor shall notify and coordinate the work of identifying and marking utility facilities with the respective utility companies. The Contractor is required to call Underground Service Alert (USA) at 811 forty-eight (48) hours in advance of any excavation activity. The Contractor shall submit to the Engineer copies of all USA confirmation numbers including associated documentation. **NOTE: The local public utility district is not a subscriber to USA, but they can be contacted at:** 

June Lake Public Utility District (JLPUD) c/o Jon Simmons, Maintenance Superintendant (760) 648-7778 P.O. Box 99 June Lake, CA 93529

Existing survey monuments shall be preserved, referenced or replaced pursuant to the requirements of State of California Streets and Highways Code Sections 732.5, 1492.5, and 1810.5 and Business and Professions Code Section 8771 and the following:

The Contractor shall not disturb permanent survey monuments or benchmarks except as approved by the Engineer. The Contractor shall bear the expense of

replacing any monuments or benchmarks that may be disturbed without permission. Replacement shall be done only with the direction of and in the presence of the Engineer.

Should the Contractor during the course of construction encounter a survey monument or benchmark not shown on the plans, he shall promptly notify the Engineer so that the monument or benchmarks may be referenced accordingly.

### 8. Aggregate Base

Aggregate base for road base shall be installed according to the details and location shown on the plans. Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases" of the State Standard Specifications and these Technical Specifications.

The grading of the material shall conform to the 3/4-inch maximum, specified in Section 26-1.02A, "Class 2 Aggregate Base," of the State Standard Specifications.

Aggregate base shall be spread in accordance with the provisions of Section 26-1.04, "Spreading" and Section 26-1.05, "Compaction," of the State Standard Specifications. Spreading and compacting shall be performed by methods that will produce a uniform base, firmly compacted and free from pockets of coarse or fine material. No spreading operation shall begin until the physical characteristics of aggregate base have been approved by the Engineer.

Aggregate base, regardless of its use, shall be compacted to 95% (ninety-five percent) relative compaction as determined by ASTM D 6938. Tests shall be performed every 300 linear feet placed.

The contract unit price paid per CUBIC YARD for "AGGREGATE BASE" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in furnishing and installing aggregate base for structural road sections to the grades and dimensions indicated on the plans and compacting the material, as specified in these Technical Specifications and as directed by the Engineer.

### 9. Hot Mix Asphalt Concrete

The County will provide the HMAC mix design and job mix formula for this project. Asphalt Concrete shall be placed according to the details and location shown on the plans. Work under this item shall conform to the provisions in Section 39, "Hot Mix Asphalt" of the State Standard Specifications (2010) and these Technical Specifications.

Materials: Hot Mix Asphalt (HMA) shall be Type A using the Standard construction process complying with Section 39, "Hot Mix Asphalt" of the State Standard

Specifications. Asphalt binder to be mixed with the aggregate shall conform to the provisions of Section 92, "Asphalts", of the State Standard Specifications and shall be Performance Graded Polymer Modified (PG Polymer Modified) Asphalt Binder PG 64-28 PM. Aggregate for HMA Type A must comply with the 3/4-inch or 1/2-inch grading. Tack Coat shall be asphaltic emulsion in conformance with the provisions of Section 94 "Asphaltic Emulsions" of the State Standard Specifications.

Place HMAC on adjacent traveled way lanes so that at the end of each work shift, the distance between the ends of HMAC layers on adjacent lanes is between 5 feet and 10 feet. Place additional HMAC along the transverse edge at each lane's end and along the exposed longitudinal edges between adjacent lanes. Hand rake and compact the additional HMAC to form temporary conforms. Kraft paper or another approved bond breaker may be placed under the conform tapers to facilitate the taper removal when paving operations resume. The joint of the new pavement overlay shall not be located in a wheel path.

The contract unit price paid per TON for "3-inch HMAC OVERLAY" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all work involved in constructing asphalt concrete overlay, including contractor quality control according to State Standard Specification Section 39 "Hot Mix Asphalt", complete in place, as shown on the plans and as specified in these Technical Specifications or as directed by the Engineer.

Full compensation for furnishing and applying tack coat shall be considered as included in the contract price paid per TON of "3-inch HMAC OVERLAY" and no separate payment will be made therefor.

### 10. Corrugated Metal Pipe and Flared End Sections

Existing culverts shall be removed and disposed of in accordance with Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the State Standard Specifications. New Corrugated Metal Pipe culverts shall be furnished and installed as shown on the plans except as modified to fit actual field conditions and as directed by the Engineer. Corrugated metal pipe culverts shall be corrugated steel pipe and shall conform to the provisions in Section 66, "Corrugated Metal Pipe".

Excavation, backfill and shaped bedding shall conform to the provisions in Section 19-3, "Structure Excavation and Backfill". Culvert Pipe Joints shall conform to the provisions in Section 61, "Culvert and Drainage Pipe Joints".

The contract unit price paid per LINEAR FOOT for "18" DIAMETER CORRUGATED METAL PIPE CULVERT" and "60" DIAMETER CORRUGATED METAL PIPE CULVERT" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in demolishing existing culverts and headwalls, excavation, sub-grade preparation, pipe bedding, structural backfill, and all other area restoration as shown on the plans, as

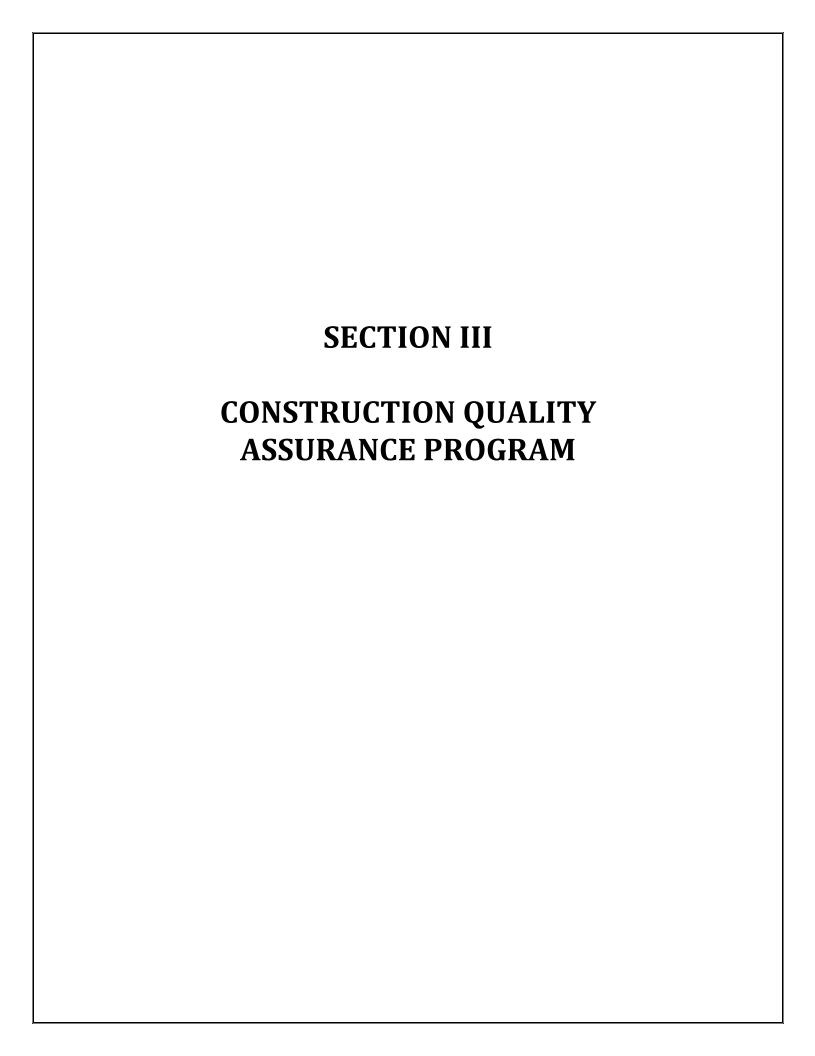
specified in the State Standard Specifications and these Technical Specifications and as directed by the Engineer.

The contract unit price paid per EACH for "12" DIAMETER FLARED END SECTIONS" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in excavation, sub-grade preparation, pipe bedding, structural backfill, and all other work as shown on the plans, as specified in the State Standard Specifications and these Technical Specifications and as directed by the Engineer.

### 11. Cast in Place Concrete Headwalls

Portland Cement Concrete (PCC) headwalls shall be constructed as shown on the plans and as directed by the Engineer. Headwalls shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the Engineer. PCC shall be 4,000 psi minimum and shall conform to the requirements of Section 90, "Portland Cement Concrete", Section 51, "Concrete Structures", and Section 52, "Reinforcement" of the State Standard Specifications and these Technical Specifications.

The contract unit price paid per CUBIC YARD for "CAST IN PLACE CONCRETE HEADWALLS" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in demolishing existing concrete and steel headwalls and constructing PCC headwalls including traffic control, sub-grade preparation, providing and placing aggregate base, providing and placing Portland cement concrete and reinforcement, expansion joints, weep holes, structural backfill, cable railings, and all other area restoration as shown on the plans, as specified in the State Standard Specifications and these Technical Specifications and as directed by the Engineer.



# QUALITY ASSURANCE PROGRAM (QAP) AGENCY: County of Mono

The County of Mono has established the following Quality Assurance Program (QAP) to provide assurance that the quality of materials incorporated into County construction projects are in conformance with the requirements of the approved plans and contract specifications, including approved changes. The terms of the QAP will be every five years starting from the date of the original activation of this QAP, or upon changes of testing frequencies or to the tests themselves. Testing Standards are found as Appendix A to this document.

### **DEFINITION OF TERMS**

- <u>Acceptance Testing (AT)</u> Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- <u>Independent Assurance Program (IAP)</u> Verification that AT is being performed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP) A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT and IAP.
- <u>Source Inspection</u> AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.

### MATERIALS LABORATORY

The County will use their own materials laboratory or a private consultant materials laboratory to perform Acceptance Testing (AT) on Federal-aid and other designated projects. The materials laboratory shall be under the responsible management of a California registered engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

- 1. <u>Correlation Testing Program</u> The materials laboratory shall be a participant in one or more of the following testing programs:
  - a. AASHTO Materials Reference Laboratory (AMRL)
  - b. Cement and Concrete Reference Laboratory (CCRL)
  - c. Caltrans' Reference Samples Program (RSP)
- 2. <u>Certification of Personnel</u> The materials laboratory shall employ personnel who are certified by one or more of the following:
  - a. Caltrans District Materials Engineer
  - b. Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt Institute, National Institute of Certification of Engineering Technologies, etc.
  - c. Other recognized organizations approved by the State of California and/or recognized by local governments or private associations.
- 3. Laboratory and Testing Equipment The materials laboratory shall only use laboratory and testing

equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

### **ACCEPTANCE TESTING (AT)**

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications. Testing methods will be in accordance with the CT Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

Sample locations and frequencies may be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Appendix A. Materials not included in Appendix A shall be tested in accordance with the Quality Assurance Program Manual for Use by Local Agencies (Manual) as produced by the California Department of Transportation.

### INDEPENDENT ASSURANCE PROGRAM (IAP)

IAP shall be provided by personnel from Caltrans, the Agency's certified materials laboratory, or consultant's certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated.

IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT. IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel or an independent materials laboratory chosen by the Agency. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

### REPORTING ACCEPTANCE TESTING RESULTS

The following are time periods for reporting material test results to the Resident Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within two working days after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within two working days after sampling.
- When soils and aggregates are sampled at the job site:
  - (1) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within three working days after sampling.
  - (2) Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within four working days after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer's staff, shall be done on an expedited basis such as by fax, e-mail or telephone.

### **TESTING OF MANUFACTURED MATERIALS**

A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Appendix A. All certificates of compliance shall conform to the requirements of the contract specifications, for examples see Appendix J of the Manual.

Should the Agency request Caltrans to conduct the source inspection and the request is accepted, all sampling, testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans' Office of Materials Engineering and Testing Services.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers.

### PROJECT CERTIFICATION

Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer. The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records. The Resident Engineer in charge of the construction function for the Agency shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders. See Appendix K of the Manual.

### RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual.
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.
- The use of a "Log Summary," as shown in Appendix H of the Manual, facilitates reviews of material sampling and testing by Caltrans and FHWA and assists the Resident Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

APPROVED BY:

(Signature)

(CF# and Expiration Date)

(CL# and Expiration Date

NAME: Evan Nikirk

DATE: 12.09.09

TITLE: Public Works Director, County of Mono

# Mono County Department of Public Works

Appendix A - Acceptance Sampling and Testing Frequencies Quality Assurance Program

# Construction Materials Accepted by a Certificate of Compliance 123

Soil Amendment

Fly Ash

Geotextile Fabric Mulch

Stabilizing Emulsion

Plastic Pipe

Reinforcing Steel

Structural Timber and Lumber freated Timber and Lumber

Timber and Lumber

Culvert and Drainage Pipe Joins

Reinforced Concrete Pipe

Corrugated Steel Pipe and Corrugated Steel Pipe Arches

Structural Metal Plate Pipe Arches and Pipe Arches

Perforated Steel Pipe

Polyvinyi Chloride Pipe and Polyethylene Tubing

Steel Entrance Tapers, Pipe Down Drains, Reduces, Coupling Bands and Slip Joints

Aluminum Pipe (Entrance Tapers, Arches, Pipe Down Drains, Reduces, Coupling Bands, and Sip Joints)

Metal Target Plates

Electrical Conductors

Portland Cement

Air Entrainment Mixture Minor Concrete

Water Reducers and Set Retarders

Waterstop

<sup>1</sup>If Caltrans Standard Specifications May 2006 is part of contract specifications.

<sup>2</sup>Usually these items are inspected at the site of manufature or fabrication and reinspected after delivery to the job site.

<sup>3</sup>Mono County reserves the right to test any material supplied for County projects. The conditions of this QAP can be overriden by the conditions of the Standard Specifications.

# Testing and Sampling Requirements

# Portland Cement (Hydraulic Cement)

	-	-			_	_	_
	Description or Comments		If testing appears warranted fabricate six 2.in		mortar cubes using the Portland for hydraulic)	(2007)	Compant Tort for companies attached
	Typical Test Methods		ASTM C109, CT 515, AASHTO		t 1106		
C = = 1 = - (T = = = = = = = = = = = = = = = = = =	Sampling/ Lesung Frequency		If the product is accepted based on a Certificate of Compliance, testing is not ASTM C109, CT 515. AASHTO If testing appears warranted fabricate six 2 in	PONTING OF THE PROPERTY OF THE	required. If the product is not accepted using a certificate of compliance, test at 1106	401 202 0000	יובשאר חוורב לאבי לחוי.
Sample Cite	שלוב שלוויף:	the second of	o-ID. sample				
Materials to be Samples or Tested	nate in cold in a second	Camant (Tacting Only)	concinct (resemb only)				

# Portland Cement Concete (Hydraulic Cement Concrete)

Materials to be Samples or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate for Hydraulic Cement Concrete 50-lb. sample		ete. Test at least one	ASTM D75. CT 125. AASHTO	Sample aggregate from helt or honner (random
(Sampling & Testing)		ample per job.	M6. T2. M80	hasis)
Water (Sampling & Testing)	Take a two-quart sample using a clean If	Take a two-quart sample using a clean if the water is clean with no record of chlorides or sulfates greater than 1%, no CT 405, CT 417	CT 405, CT 422, CT 417	f facting appears warranted fact for chlorider and
	plastic jug (with lining) and sealed lid. testing is required. I Sample at the point of use.	testing is required. If the water is dirty, do not use it. Test only when the chloride AASHTO R23 or sulfates are suspected to be greater than 1%.	AASHTO R23	Suffates.

Concrete)
ydraulic Cement (
nt Concete (H
Portland Ceme

Anthoniological charles and an article		2/		
ividications to be samples or lested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Doctoriosis of Contraction
Air Entraining Admixtures (Sampling & Testing)	Take a one-quart sample using a clean lined can or plastic bottle, if liquid. If powder, take a 2.5-ib. sample.	pliance, testing is not oling, check with Caltrans	ASTI T15;	If testing appears warranted, test for chlorides and sulfates. Admixtures with sulfates and chlorides greater than 1% should not be used.
Water Reducers or Set Retarders (Sampling If liquid, take a 1-qt. sample using a & Testing) Clean plastic can. If powder, take a 2 lb. sample.	ff liquid, take a 1-qt. sample using a clean plastic can. If powder, take a 2.5 lb. sample.	If liquid, take a 1-qt. sample using a — If the product is accepted based on a Certificate of Compliance, testing is not clean plastic can. If powder, take a 2.5-required. If not, test once per job. Prior to using this product, please check with lb. sample.  Caltrans (METS) for acceptable brands and dosage rates.	ASTM C494, AASHTO M194	If testing appears warranted, test for chlorides and sulfates. Admixtures with sulfates and chlorides greater than 1% should not be used.
Freshly-Mixed Concrete (Sampling)	Approx. 150 ib. (or 1 CF) near mixer discharge.	When tests are required, take at least one sample for each 500 to 1,000 CY of ${\rm PCC/HCC}$	ASTM C172, C685, CT 539,	This describes a method to sample freshly-mixed
Freshly-Mixed Concrete (Testing)	Approx. 150 lb. (or 1 CF) near mixer discharge.	On projects with 500 CY or more, test at least one sample per job.	ASTM C143, AASHTO T119	Concere. This test determines the slump of the freshly-mixed
Freshiy-Mixed Concrete (Testing)	Approx. 150 lb. (or 1 CF) near mixer discharge.	On projects with 500 CY or more, test at least one sample per job.	ASTM C360, CT 533	concrete. This test determines the ball penetration of the
Freshly-Mixed Concrete (Testing)	Approx. 150 lb. (or 1 CF) near mixer discharge.	On projects with 500 CY or more and concrete exposed to freeze-thaw cycles, test ASTM C231, CT 504, AASHTO at least one sample ner in	ASTM C231, CT 504, AASHTO	freshly-mixed concrete. This test determines the air content of freshly-mixed
Freshly-Mixed Concrete (Testing)	Approx. 150 lb. (or 1 CF) near mixer discharge.	more, test at least one sample per job.	1252 ASTM C138, CT 518, AASHTO	concrete (pressure method). This test determines the unit weight of freshly-mixed
Freshly-Mixed Concrete (Testing)	Approx. 150 lb. (or 1 CF) near mixer discharge.	1221  Fabricate at least two concrete cylinders per project. Test for compressive strenth ASTM C39, CT 521, AASHTO at least once for each 500 to 1,000 CY of concrete.	АSTM C39, СТ 521, ААSHTO T22	concrete.  This test is used to fabricate 6" x 12" concrete cylinders. Compressive strenths are determined,
Freshly-Mixed Concrete (Testing)	Approx. 210 lb. of concrete are needed to fabricate three concrete beams.	On sample set for each 500 to 1,000 CY of concrete.	ASTM C78, CT 31, AASHTO T97, T23	when needed.  This test is used to determine the fexural strenth of simple conrete beams in third-point loading.

Soils and Aggregates				
Materials to be Samples or Tested	Sample Size	Sampling/Testing Frequency	Tunion Toot Marth ade	
Aggregate (Sampling)	One 50-ib. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D75, CT 125, AASHTO	This test describes the procedures to sample aggregate from the belt or hopper (random basis).
Fine Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C128, CT 208, AASHTO T84	This test determines the apparent specific gravity of fine aggregates for bituminous mixes, cement treated bases, and aggregate bases.
Fine Aggregates (Testing)	One 50-ib. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C128, CT 207, AASHTO T84	ASTM CL28, CT 207, AASHTO This test determines the bulk specific gravity (SSD) 184
Course Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	CT 206	sieve. This test deternines the cleanness of coarse
Course Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C127, CT 277, AASHTO T85	aggregate. This test deterines the specific gravity and absorption of coarse aggregate (material retained on the No. 4
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C136, CT 202, AASHTO	Sieve). ASTM C136, CT 202, AASHTO This test determines the gradation of soils and
Soiks and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2419, CT 217, AASHTO	aggregates by sieve diadysis. This test determines the Sand Equivalent of soils and
Soils and Aggregates (Testing)	One SO-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C117, AASHTO T11	of gradues. This test determines the gradation of materials finer than the No. 200 sieve (by washing method)

Materials to be Samples or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Soils and Aggregates (Testing)	One 50-ib, sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one	ASTM D3744, CT 229, AASHTC	ASTM D3744, CT 229, AASHTO This test determines the Durability Index of soils and
		sample per project.	T210	aggregates.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one	ASTM D2844, CT 301, AASHTC	ASTM D2844, CT 301, AASHTO This test determines the Resistance Value (R-) and
		sample per project.	T190	expansion pressure of compacted materials.
Soils and Aggregates (Testing)	One random location for every 2,500	One random location for every 2,500 Take one sample for every 500 to 1,000 tons of materials. Test at least one	ASTM D2922, CT 231, AASHTC	ASTM D2922, CT 231, AASHTO This test determines field densities using the nuclear
	SF.	sample per project.	T238	gase.
Soils and Aggregates (Testing)	One random location for every 2,500	Take one sample for every 500 to 1,000 tons of materials. Test at least one	ASTM D3017, CT 231, AASHTC	ASTM D3017, CT 231, AASHTO This test determines the water confert using the
		sample per project.	1239	nuclear gage.
Asphalt Binder (Sampling)	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt concrete plant.	CT 125, A5TM 0979, AASHTO T168 T48	100
Asphalt Binder (Testing)	One 0.5-gał. sample placed in a cfean,	One 0.5-gal. sample placed in a clean, Sample once per job at the asphalt concrete plant.	ASTM D92, D117, AASHTO T48	ASTM D92, D117, AASHTO T48. This test determines the flash point of the asphalt
	sealed can.			binder (by Cleveland onen cun)
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, Obtain one sample	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt	ASTM D2872, D92, CT 346.	This test determines the rolling thin-film oven test
	sealed can.	conrete placed,	AASHTO T240, T48	(RTEO).
Asphalt Binder (Testing)	One 0.5-gal, sample placed in a clean, Obtain one sample	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt	ASTM D2042, AASHTO T44	This test determines the solubility of asphalt material
	sealed can.			in trichloroethylene.
Asphalt Binder (Testing)	One 0.5-gal, sample placed in a clean, Obtain one sample	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt	ASTM D2171, AASHTO T202	This test determines the dynamic viscosity (absolute
	sealed can.	conrete placed.		viscosity of asphalt @ 140 degrees E by the Vacuum
				Capillary Viscometer Poises).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean,	One 0.5-gal. sample placed in a clean, Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt	ASTM DS, AASHTO T49	This test determines the penetration of bituminous
	sealed can.	conrete placed.		material @ 77 degrees F and percentage of original
				penetration from the residue.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, Obtain one sample	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt	ASTM D113, AASHTO T51	This test determines the ductility of asphalt @ 77
	sealed can.	conrete placed.		degrees F.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean,	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt	ASTM D2170, AASHTO T201	This test determines the kinematic viscosity of
	sealed can.	conrete placed.		asphalt @ 275 degrees F (Centistoke).
Asphalt Binder (Testing)	One 0.5-gal, sample placed in a clean,	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt	ASTM D2171, AASHTO T202	This test determines the dyamic viscosity (asolute
	sealed can.	conrete placed.		viscosity of asphalt @ 140 degrees F by the Vacuum
Acobalt Bioday (Tosting)				Capillary Viscometer Poises).
Aspirar prince (Testing)	One c.o-gai, sample placed in a dean, Obtain one sample	Uptain one sample at the asphalt concrete plant for each 1,000 tons of asphalt	ASTM D36, AASHTO T 53	The test determines the softening point of asphalt.
	sealed can.	conrete placed.		

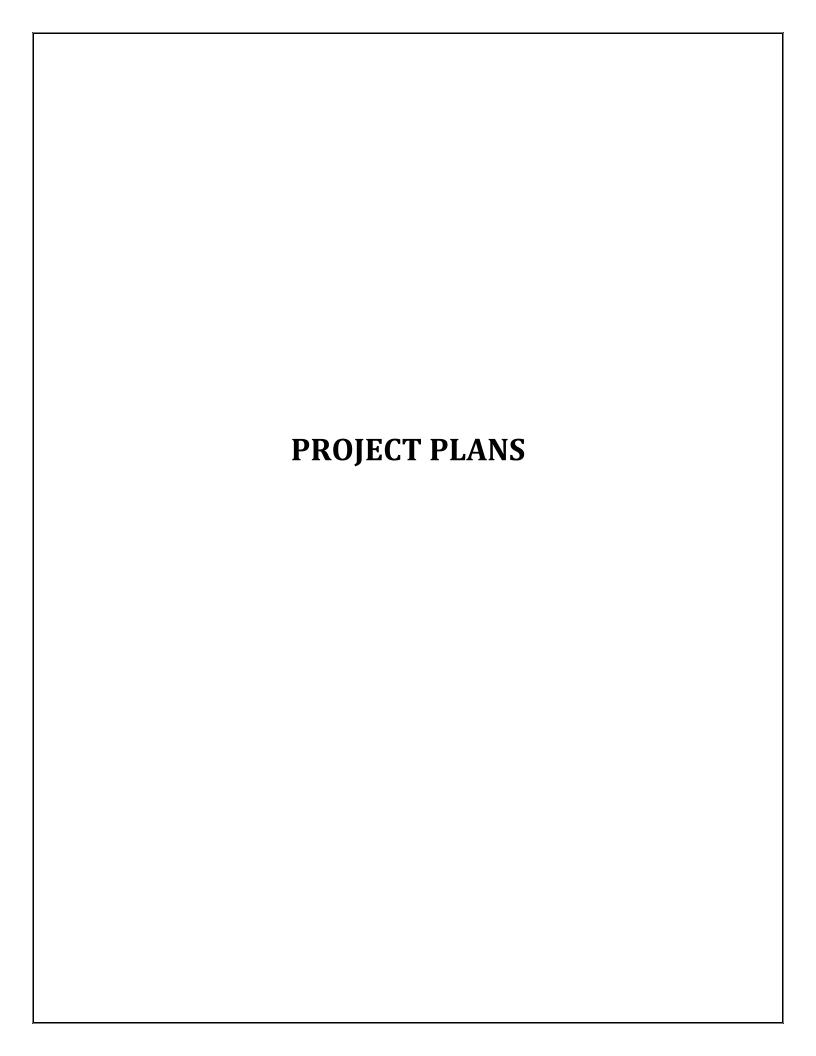
Asphalt Emulsified				
Materials to be Samples or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	:Description or Comments
Emulsified Asphalt (Sampling)	One 0.5-gai. sample placed in a clean,	One 0.5-gai. sample placed in a clean, Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt	ASTM D140, D979, CT 125,	This test describes the procedure to sample the
	sealed can.	conrete placed.	:AASHTO T40, T168	emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean,	One 0.5-gal. sample placed in a clean, Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt	ASTM D244, AASHTO T59	This test determines the sieve retention of emulsified
	sealed can.	conrete placed.		asphait
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean,	One 0.5-gal. sample placed in a clean, Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt	ASTM D244, AASHTO T59	This test determines the weight per gallon of
	sealed can.	conrete placed.		emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean,	One 0.5-gal, sample placed in a clean, Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt	ASTM D244, AASHTO TS9	This test determines the penetration of the
	sealed can.	conrete placed.		emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean,	One 0.5-gal. sample placed in a clean, Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt		ASTM D244, CT 330, AASHTO This test determines the residue @325 degrees F
	sealed can.	conrete placed.	159	evaporation of emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean,	One 0.5-gai: sample placed in a clean, Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt	ASTM D4402, AASHTO T201	This test determines the Brookfield viscosity.
	sealed can,	conrete placed.		-

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	Description or Comments		This test determines the Saybolt-Furol vicosity of	emulsified asphait @ 77 degrees £ (sernods)
	Typical Test Methods	Control of Control	ASTM D88, AASHTO 172	
	s to be Samples or Tested Size Sampling/Testing Frequency	One 0.5-gal, sample placed in a clean. Obtain one cample of the schholt concrete plant for orch 1.	The state of the s	Scarcu can.
Aspirent chinespiere	Materials to be 5an	Emulsified Asphalt (Testing)		

not imix Aspiran (Aspiran Concrete) - Concrete	lere			
Materials to be Samples or Tested	Sample Size	Sampling/Testing Frequency	Tvoical Test Methods	Decription or Commonto
Asphalt Concrete (Sampling)	Obtain one 30-lb. sample each day of production.	Obtain one sample at the asphalt concrete plant for each 5,000 tons of asphalt concrete placed.	ASTM 075, 0140, 0979, CT	This test describes the procedure to sample the
Asphalt Concrete (Testing)	4"x8" cores	Take one 4" x 8" core for every 500 feet of paved roadway.	ASTM D1188, D1560, D1561, This test D5361, CT 304, AASHTO T246, samples.	asphart contrette. This test determines the field density of street samples.
Asphalt Concrete (Testing)	Obtain one 30-lb. sample for each day of production.	Obtain one 30-ib. sample for each day. Obtain one sample for every five cores taken. of production.	ASTM D1188, D1560, D1561, D5361, D5361, CT 304, AASHTO T246,	1247 ASTM D1188, D1560, D1561, This test determines the laboratory density and D5361, CT 304, AASHTO T246, relative compaction of asphalt concrete.
Asphalt Concrete (Testing)	4"x8" cores	Obtain one sample for every five cores taken.	ASTM D2726, D1188, D5361	This test determines the specific gravity of compacted bituminous mixture dense-graded or non-
Asphalt Concrete (Testing)	One 30-lb. sample.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt conrete.	ASTM D1559, AASHTO 7245	This test determines the resistance to plastic flow of prepared mixes as determined by the Marshall
Asphait Concrete (Testing)	One 30-lb. sample.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt conrete.	ASTM C117, D2172 (use Method B) AASHTO T164	This test determines the screen analysis of aggregates
Asphalt Concrete (Testing)	Sample any test location (random basis).	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt conrete.	ASTM D2950, CT 375	This test determines the nuclear field density of in-
Asphalt Concrete (Testing)	One 10-ib. sample.	Obtain one sample during every day of production.	ASTM D1560, D1561, CT 366, AASHTO T246, T247	place applies collecte.  This test determines the stability value of asphalt concrete.
(adilibe) spack frince	One U.S-gal. sample in a clean, dry plastic container.	Obtain one sample per truck.	ASTM D979, CT 125, AASHTO T40, T168	This test describes the procedure for sampling the slurv seal
Aggregate for Slurry Seals (Testing)	One 30-ib. sample.	Obtain at least one sample per project from the belt of hopper or stockpile and test for Sand Equivalent.	ASTM D2419, CT 217, AASHTO T176	ASTM 02419, CT 217, AASHTO This test determines the Sand Equivalent of 1176
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt of hopper or stockpile and test for sieve analysis of fine sand.	ASTM C117, AASHTO T11	This test determines the sieve analysis of fine sand (gradation of materials finer thatn No. 220 sieve by
Siurry Seals (Testing)	One 0.5-gal. sample in a clean, dry plastic container.	Test one sample per project and test for Abrasion.	A5TM D3910	wasn grading). This test determines the Wet Track Abrasion Test (2) (WTAT).

Steel				
Materials to be Samples or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Steel Strand (Testing)	Sample stand at various sizes.	This item may be accepted using a Certifcate of Compliance. Sample and test at ASTM A370, A416, E328,		This test determines the tensile strenth of uncoated
		least two steel strands per job when a Certificate of Compliance is not used.	AASHTO T244	seven-wire stress-relieved strand for pre-stressed
: !				concrete.
Steel Rebar (Testing)	Sample rebar at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at ASTM A615, A370, AASHTO This test determines the steel reinforcement bar least two steel rebar per job when a Certificate of Compliance is not used. T244	ASTM A615, A370, AASHTO T244	This test determines the steel reinforcement bar tensile strenth and bend capability.



## COUNTY OF MONO DEPARTMENT OF PUBLIC WORKS

## SHEET INDEX

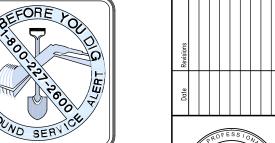
TITLE & LOCATION SKETCH INDEX & STANDARD DETAILS VICINITY MAP CULVERT PLANS **DETAILS** WATER DIVERSION PLAN

**CALIFORNIA** 

# PROJECT PLANS FOR CONSTRUCTION OF ASPEN ROAD CULVERT REPLACEMENT IN MONO COUNTY, CALIFORNIA

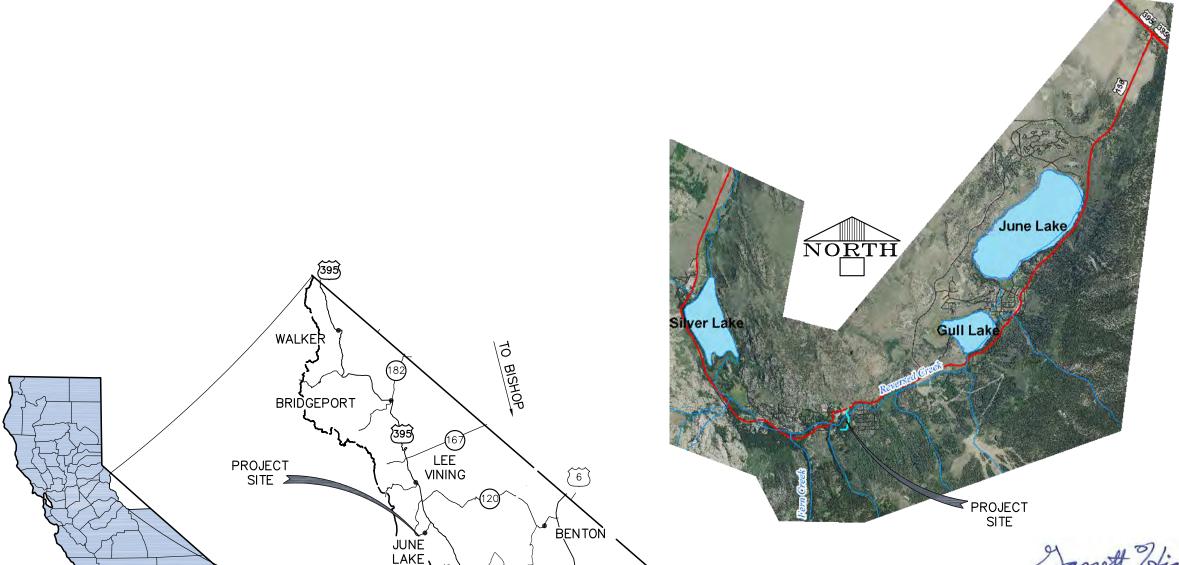
TO BE SUPPLEMENTED BY CALTRANS STANDARD PLANS **DATED 2010** 











CHALFANT

VALLEY

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MONO COUNTY

LAKES

Sanet Higer

AUGUST 14, 2012 GARRETT HIGERD, P.E., C70926 DATE

SENIOR ENGINEER MONO COUNTY DEPARTMENT OF PUBLIC WORKS 74 NORTH SCHOOL STREET P.O. BOX 457 BRIDGEPORT, CA 93517

PH: 760-932-5440 FAX: 760-932-5441 monopw@mono.ca.gov

2012 PROP 1B PROJECT PROJECT NO. 9098

### **GENERAL NOTES:**

- ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE PROJECT SPECIFICATIONS, AND PROJECT PLANS AND CONSTRUCTION DETAILS, THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS (CALTRANS 2010) AND SHALL BE SUBJECT TO THE APPROVAL THE ENGINEER. ALL SPECIFICATIONS REFERENCED HEREIN REFER TO THE PROJECT SPECIFICATIONS SECTION UNLESS INDICATED OTHERWISE.
- 2. ANY SIDEWALK, CURB, GUTTERS OR ANY OTHER CONCRETE STRUCTURES DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST.
- 3. UTILITY LOCATIONS SHOWN ON THE DRAWING ARE APPROXIMATE. WHERE EXCAVATION IS NECESSARY, THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) AND ALL AFFECTED UTILITY COMPANIES TO LOCATE ALL BURIED UTILITIES AT LEAST 48 HOURS TO EXCAVATION. THE CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES FOR RELOCATION OF UTILITIES AS REQUIRED BY THE WORK. EXISTING UTILITY TYPE, LOCATION, MATERIAL AND SIZE ARE BASED ON A SEARCH OF EXISTING RECORDS. WHENEVER A CONNECTION TO OR CLEARANCE FROM AN EXISTING UTILITY IS REQUIRED, THE CONTRACTOR SHALL POTHOLE TO VERIFY THE LOCATION. SIZE AND MATERIAL OF THE UTILITY PRIOR TO CONSTRUCTION.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO EXISTING ROADS, BUILDINGS OR OTHER STRUCTURES RESULTING FROM HIS CONSTRUCTION ACTIVITIES. REPAIRS SHALL BE MADE TO THE SATISFACTION OF THE ENGINEER AT NO COST TO THE OWNER.
- THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THESE DRAWINGS AND THE CONDITIONS EXISTING IN THE FIELD. THE CONTRACTOR SHALL COMPARE ALL DRAWINGS AND VERIFY THE FIGURES BEFORE LAYING OUT THE WORK AND WILL BE RESPONSIBLE FOR ANY ERRORS WHICH MIGHT HAVE BEEN AVOIDED THEREBY. IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER IN A TIMELY MANOR OF ANY APPARENT ERROR OR OMISSION ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING WORK INCORRECTLY DONE AT THE CONTRACTOR'S OWN EXPENSE.
- 6. PAYMENT FOR WORK SHOWN ON THESE PLANS EITHER SPECIFIED OR INFERRED, BUT NOT IN THE BID PROPOSAL, SHALL BE CONSIDERED AS INCLUDED IN THE PRICE PAID FOR OTHER
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LEGALLY ENSURING THAT ALL MANHOLE RIMS AND ANY EXISTING UTILITY COVERS WITHIN THE CONSTRUCTION LIMITS ARE SET TO THE FINISH GRADE ACCORDING TO THE DETAILS.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CONSTRUCTION WATER FOR HIS NEEDS, AS WELL AS STAGING AREA LOCATIONS.
- DURING THE ENTIRE DURATION OF THIS CONSTRUCTION CONTRACT, THE CONTRACTOR SHALL IMPLEMENT STRINGENT DUST CONTROL MEASURES IN ACCORDANCE WITH THE STATE OF CALIFORNIA RULES AND REGULATIONS. THE CONTRACTOR IS REQUIRED TO SUPPRESS DUST AT ALL TIMES, 24 HOURS A DAY, REGARDLESS OF WHEN CONSTRUCTION ACTIVITIES ARE
- 10. CONSTRUCTION TRAFFIC CONTROL SHALL CONFORM TO THE CURRENT EDITION OF THE MUTCD.
- 11. CONTRACTOR SHALL PROTECT EXISTING SIGNS, MARKERS AND DELINEATORS AS WELL AS NON-HIGHWAY FACILITIES SUCH AS MAILBOXES AND FENCES. SUCH ITEMS SHALL BE REMOVED AND RESET TO ORIGINAL CONDITION IF REQUIRED TO FACILITATE CONSTRUCTION.
- 12. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND IS NOT LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF PROPER SHORING OF TRENCHES IN ACCORDANCE WITH OCCUPATIONAL
- 13. THE RIGHT-OF-WAY LIMITS SHOWN ON THESE PLANS IS APPROXIMATE FOR REFERENCE ONLY. NO CONSTRUCTION ACTIVITY IS TO OCCUR OUTSIDE THE EXISTING ROAD AND DRAINAGE FACILITIES.
- 14. WHERE CONTRACTOR IS INSTALLING CONCRETE, HMAC PAVING, OR GRADING ADJACENT TO EXISTING SURFACES, INCLUDING DRIVEWAYS, THE CONTRACTOR IS REQUIRED TO MATCH EXISTING GRADE AND EDGE OF EXISTING SURFACES AND PROVIDE POSITIVE DRAINAGE TO ROADSIDE DRAINAGE COURSES OR OTHER ESTABLISHED DRAINAGES. WHERE EXISTING DRAINAGE IS DIRECTED TOWARDS DRIVEWAYS WHICH ARE BEING REMOVED AND REPLACED, THE CONTRACTOR SHALL PROVIDE A SWALE IN NEW CONSTRUCTION TO PERPETUATE THE DRAINAGE.

### TRAFFIC NOTES:

- 1. REFERENCE SECTION "MAINTAINING TRAFFIC /TRAFFIC CONTROL" OF THE TECHNICAL SPECIFICATIONS.
- 2. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A DETAILED TRAFFIC CONTROL PLAN, PREPARED BY PROFESSIONAL TRAFFIC OPERATIONS ENGINEER (PTOE) OR A TRAFFIC CONTROL SUPERVISOR (TCS) CERTIFIED BY THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA), CONFORMING TO THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- THE CONTRACTOR SHALL ALWAYS MAINTAIN ONE ELEVEN (11) FOOT TRAVEL LANE. AT INTERSECTIONS, MAINTAIN ONE THRU LANE AT ALL TIMES. ONLY ONE SIDE OF AN INTERSECTION MAY BE CLOSED AT ANY ONE TIME.
- 4. THE CONTRACTOR SHALL INSTALL AND MAINTAIN NECESSARY TEMPORARY PEDESTRIAN & SAFETY CONTROL DEVICES.
- 5. THE CONTRACTOR SHALL PROVIDE TEMPORARY HOT/COLD MIX (OR AC GRINDINGS WHERE APPROVED BY THE ENGINEER) RAMPS AT DRIVEWAYS, ALLEYS, INTERSECTIONS AND AT THE BEGINNING AND ENDING OF GRADE DROP-OFFS WITHIN THE TRAVEL LANE. RAMPS SHALL BE SUFFICIENTLY SLOPED TO ELIMINATE HAZARDOUS DRIVING CONDITIONS AND SHALL BE NO STEEPER THAN 5%. (NO DIRECT PAYMENT)
- 6. THE CONTRACTOR SHALL CONSTRUCT SAFETY SLOPES WHERE PUBLIC TRAFFIC IS EXPOSED TO DROP-OFFS GREATER THAN 4 INCHES DURING NON-WORKING HOURS. DELINEATORS SHALL BE PLACED AT ALL DROP-OFF LOCATIONS AND BARRIER RAILS SHALL BE PLACED WHERE DROP-OFFS EXCEED 18 INCHES. (NO DIRECT PAYMENT)

### CALTRANS STANDARD PLANS DATED 2010

ACRONYMS AND ABBREVIATIONS ACRONYMS AND ABBREVIATIONS

A62F EXCAVATION AND BACKFILL - METAL AND PLASTIC CULVERTS

A7.3A MARKERS A73B MARKERS CABLE RAILING

PIPE CULVERT HEADWALLS, ENDWALLS AND WINGWALLS — TYPES A, B AND C METAL AND PLASTIC FLARED END SECTIONS CORRUGATED METAL PIPE COUPLING DETAILS

D90 D94A

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON TWO LANE CONVENTIONAL HIGHWAYS

### ABBREVIATIONS

(IN ADDITION TO STANDARD PLAN A10A) AC ASPHALT CONCRETE

AGGREGATE ANGLE POINT

AP APP CMP APPROACH CORRUGATED METAL PIPE DRIVEWAY

DW E.G. EL EP EXISTING GRADE FI EVATION EDGE OF PAVEMENT

FL HMAC FLOW LINE HOT MIX ASPHALT CONCRETE

HIGH POINT INST INV LP INVERT LOW POINT

M.D.D MAXIMUM DRY DENSITY MFR. MANUFACTURER

MUTCD MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES N.T.S. NOT TO SCALE

PERF. PERFORATED PULV. PULVERIZE RADIUS, RIGHT REMOVE & REPLACE R&R REM SANITARY SEWER

SANITARY SEWER MANHOLE TOP OF FOOTING

SS SSMH TF TOP TW TOP OF PIPE Ü.G.A. UNDERGROUND TELEPHONE UNLESS NOTED OTHERWISE

WATER W WV WATER VALVE

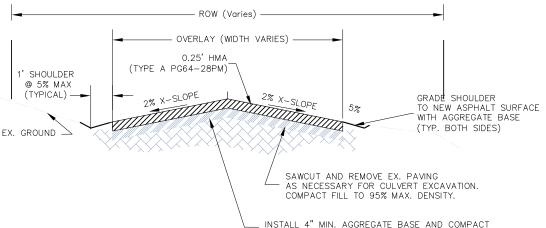
### **LEGEND**

STREET LIGHT POWER POLE

EXISTING CONTOURS FDGE OF PAVEMENT

> WATER VALVE SURVEY MONUMENTS

28" DIAMETER SEWER MANHOLE WATER METER VAULT



ROADWAY SECTION - ASPEN ROAD CULVERT REPLACEMENT

TO 95% MAX. DENSITY.

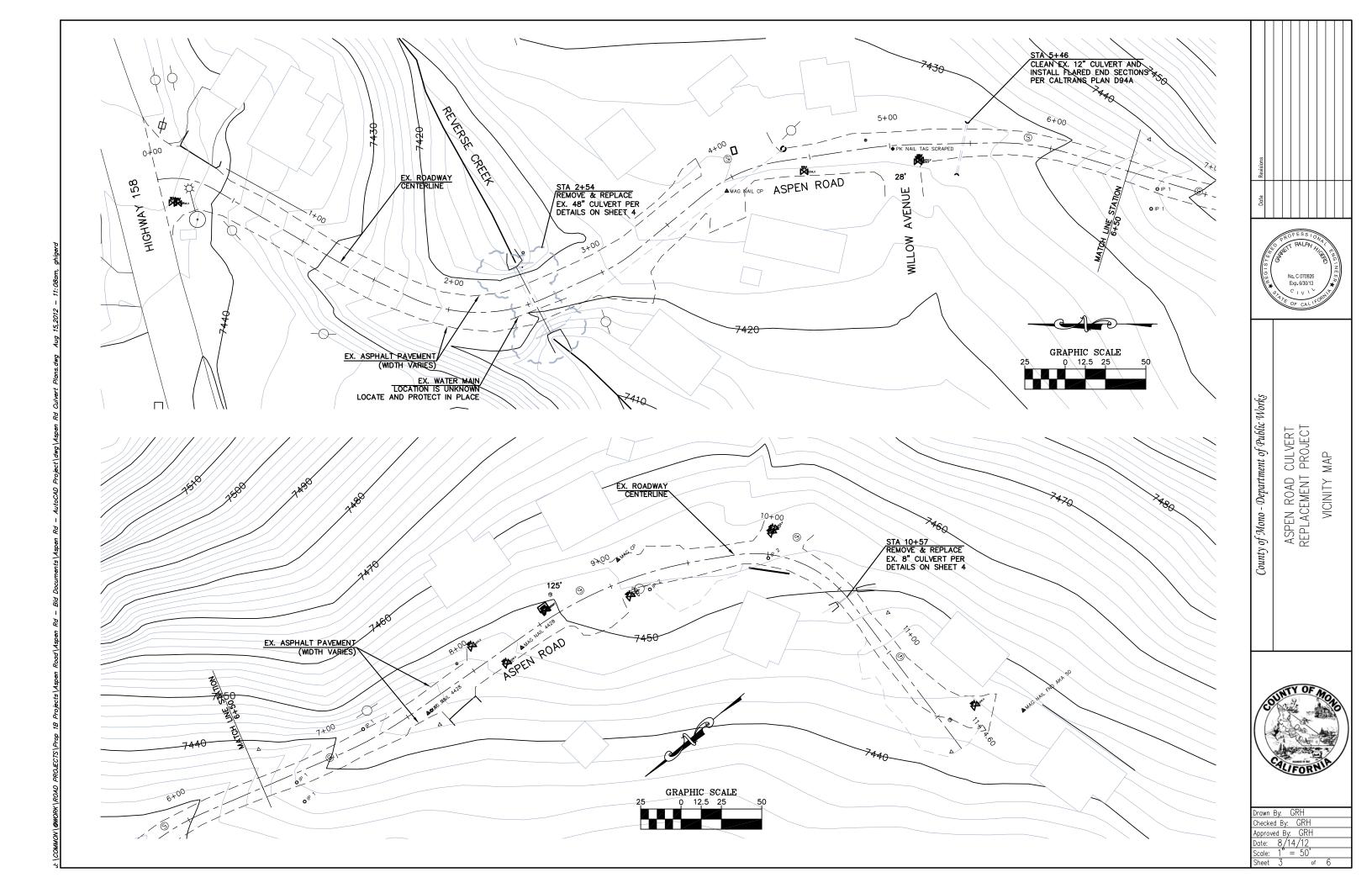
CULVERT ROAD REPLACEMENT ASPEN

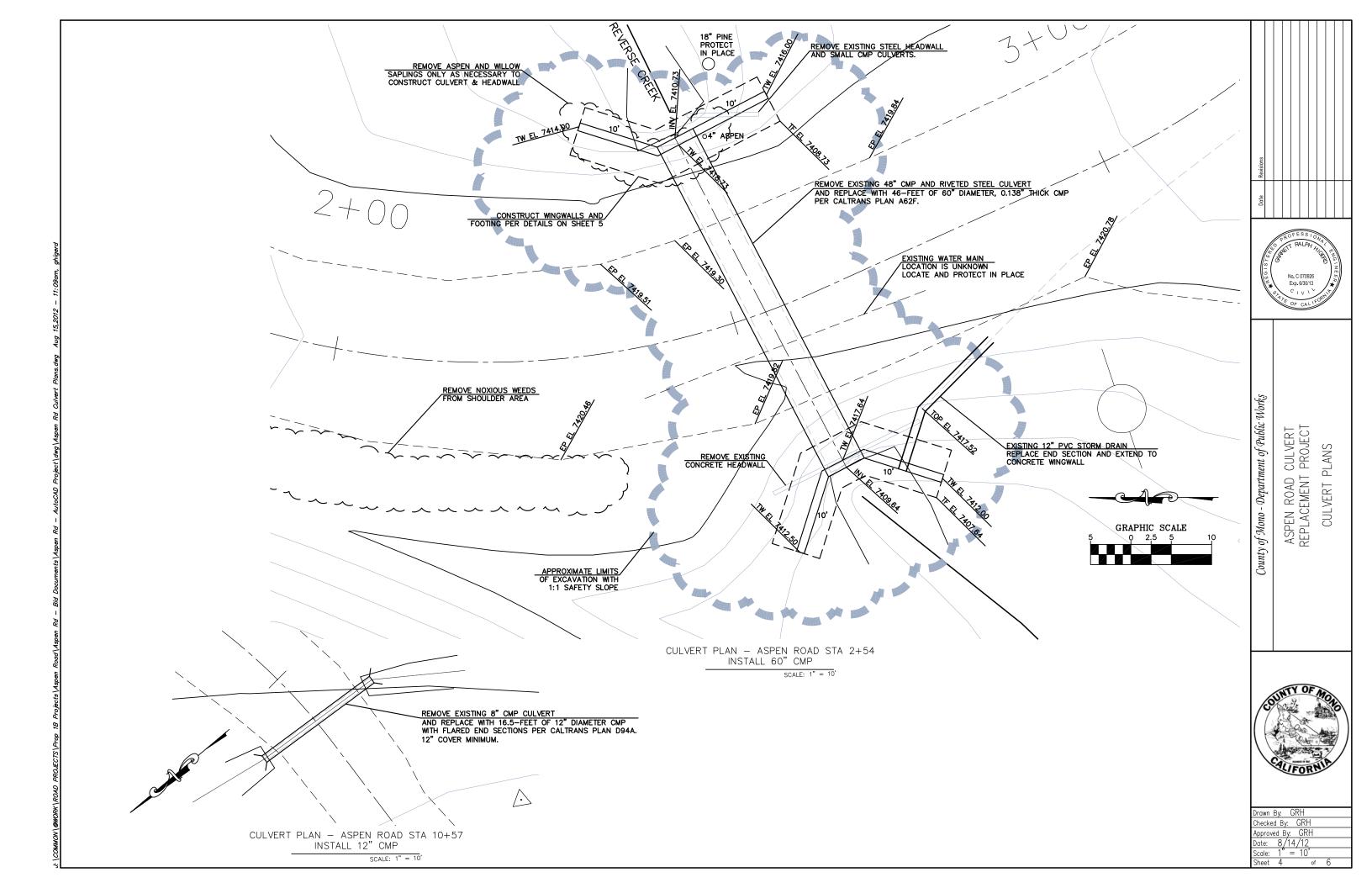
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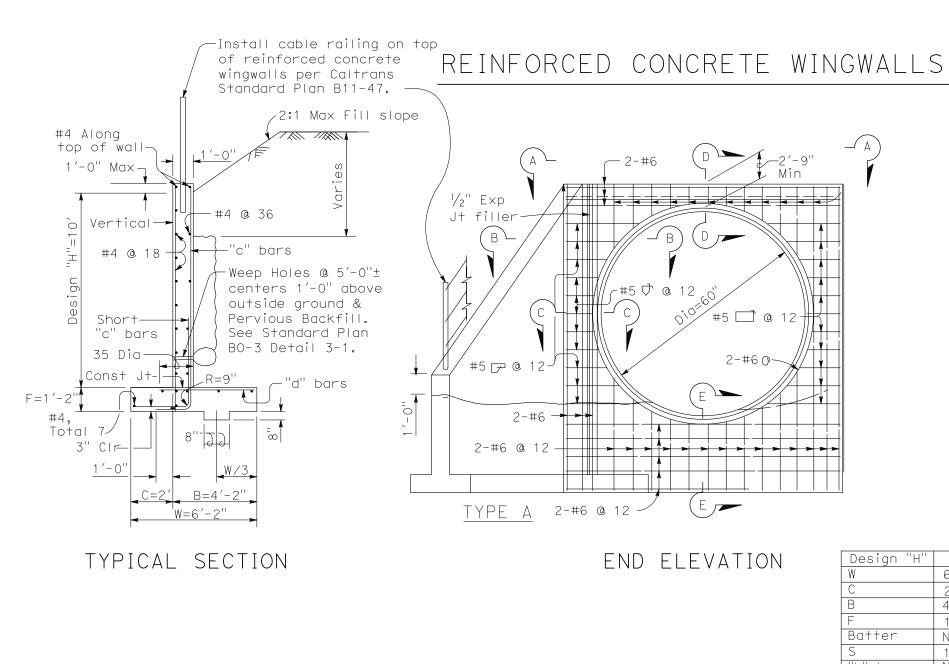
Exp. 6/30/13

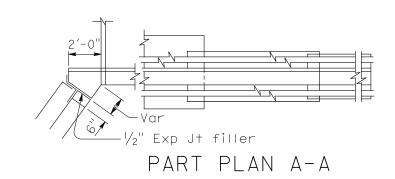
Drawn By: GRH Checked By: GRH Approved By: GRH Date: 8/14/12 icale: NOT TO SCA

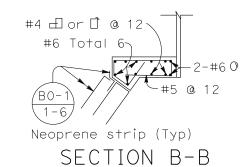
DETAIL  $\approx$ CTION SE( ROADWAY



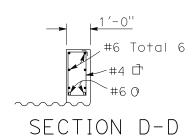


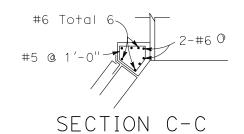


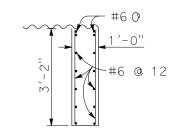




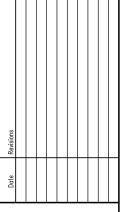
Design "H"	10′
W	6'-2"
С	2'-0"
В	4'-2"
F	1'-2"
Batter	None
S	1'-0"
"b" bars	None
"c" bars	#6 @ 71/2
"d" bars	#7 @ 15
Conc CY/LF	0.67
Reinf LB/LF	49







SECTION E-E





ASPEN ROAD CULVERT REPLACEMENT PROJECT

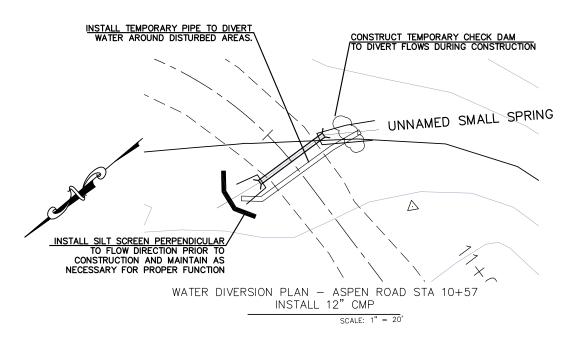
County of Mono - Department of Public Works

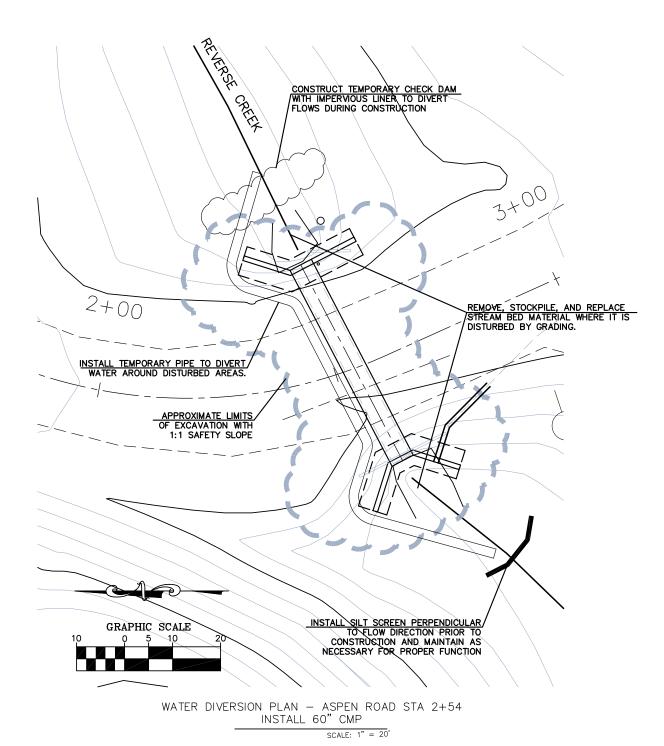


Drawn By: GRH
Checked By: GRH
Approved By: GRH
Date: 8/14/12
Scale: NOT TO SCALE
Charak E

### WATER DIVERSION NOTES:

- 1. AT THE TIME OF CONSTRUCTION (SEPTEMBER) THE FLOW IN REVERSE CREEK IS EXPECTED TO BE APPROXIMATELY 1.5 CFS. THIS FLOW MUST BE DIVERTED THROUGH THE PROJECT AREA IN A PIPE IN ORDER TO ALLOW AS LITTLE CONTACT WITH DISTURBED SOIL AS POSSIBLE.
- 2. ALL BMPS SHALL BE INSTALLED PER THE SWPPP PRIOR TO CONSTRUCTION.
- 3. EXCAVATION OF THE ROADWAY EMBANKEMENT SHALL BE PERFORMED WITH AS LITTLE DISTURBANCE TO THE EXISTING CULVERT UNTIL THE WATER DIVERSION DAM AND PIPE IS INSTALLED.
- 4. AFTER THE DIVERSION PIPE IS INSTALLED, A CHECK DAM SHALL BE INSTALLED IN THE CREEK AND LINED WITH AN IMPERVIOUS MATERIAL.
- 5. WHEN THE CREEK FLOW IS COMPLETELY DIVERTED, THE EXISTING CULVERT SHALL BE REMOVED.
- 6. IF WATER IS STILL PRESENT IN THE FOOTING EXCAVATIONS, THE SITE SHALL BE DEWATERED, USING SUMP PUMPS, INTO A CONTAINER (E.G. WATER TRUCK) THAT IS TAKEN TO AN APPROVED LOCATION FOR DISPOSAL. A SEDIMENT FILTER BAG CAN BE USED AS AN ALTERNATIVE TO HAULING WATER OFF—SITE, IF IT IS PLACED IN A LOCATION THAT IS ALREADY DISTURBED.
- 7. STREAM BED MATERIAL SHALL BE REMOVED AND STOCKPILED IN SUCH A WAY THAT IT REMAINS CLEAN.
- 8. AFTER THE NEW CULVERT IS INSTALLED AND THE HEADWALLS HAVE BEEN POURED AND BACKFILLED, THE STOCKPILED STREAM BED MATERIAL SHALL BE PLACED IN ALL AREAS WHERE THE STREAM BED WAS DISTURBED.
- 9. FOLLOWING APPROVAL BY THE COUNTY, THE WATER DIVERSION CHECK DAM AND PIPE SHALL BE REMOVED ALLOWING THE CREEK TO FLOW THROUGH THE NEW CULVERT.
- 10. THE ENGINEERED FILL SHALL BE PLACED OVER THE CULVERT AND THE EMBANKMENT AND ROADWAY SHALL BE CONSTRUCTED.





Date Revisions



No. C 070926 Exp. 6(30/13

> ASPEN ROAD CULVERT REPLACEMENT PROJECT WATER DIVERSION PLAN

ot Mono -

CALIFORNIA

Drawn By: GRH
Checked By: GRH
Approved By: GRH
Date: 8/14/12
Scale: 1" = 20'
Sheet 6 of 6

### REGULAR AGENDA REQUEST

MEETING DATE August 21, 2012 **DEPARTMENT** Public Works - Road Division

**ADDITIONAL County Counsel** 

**DEPARTMENTS** 

TIME 10 minutes

**REQUIRED** 

**SUBJECT** Mailbox ordinance Jeff Walters, Marshall Rudolph

### **AGENDA DESCRIPTION:**

**PERSONS** 

**BOARD** 

**APPEARING BEFORE THE** 

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

Proposed ordinance adding section 13.04.025 to the Mono County Code, pertaining to mailboxes.

### RECOMMENDED ACTION:

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

### FISCAL IMPACT:

None.

**CONTACT NAME:** Jeff Walters, Marshall Rudolph

PHONE/EMAIL: Jeff: (760) 932-5459, Marshall: (760) 924-1707 / jwalters@mono.ca.gov;

mrudolph@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

History		
Time	Who	Approval
8/13/2012 4:19 PM	County Administrative Office	Yes
8/13/2012 3:15 PM	County Counsel	Yes
8/15/2012 12:26 PM	Finance	Yes

County Counsel Marshall Rudolph

# OFFICE OF THE COUNTY COUNSEL

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

**Assistant County Counsel** Stacey Simon

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

**Deputy County Counsels** 

Tara McKenzie John-Carl Vallejo Legal Assistant
Michelle Robinson

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: August 21, 2012

RE: Proposed ordinance adding section 13.04.025 to the Mono County Code,

pertaining to mailboxes

### **Recommendation:**

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

### Fiscal/Mandates Impact:

None.

### **Discussion:**

The proposed ordinance would clarify the County's requirements with respect to mailboxes in the County right of way. It was prepared at the Board's direction, and in accordance with recommendations in the last grand jury report. Specifically, the ordinance clarifies that installing a mailbox in the County right of way is a type of "encroachment" and, therefore, that an encroachment permit is required. It also includes the following provisions:

- Guidance regarding mailbox designs deemed acceptable from a safety standpoint, which means they must give way in the event of a collision.
- A right of appeal to the Board in the event staff denies a permit.
- Disclaimer of any County responsibility or liability for damage to a permitted mailbox for any reason.

• With respect to mailboxes that may already exist without a permit – the exact number of which is unknown – it declares that while such mailboxes are not "legal" (because a permit has always been required), they can be made legal at any time by obtaining a permit. In the meantime, County staff is not required to remove them but, by the same token, non-removal by County staff does not constitute permission or waive the requirement to obtain a permit.

As the Board may recall, the issue of mailboxes in the County right of way only exists in those areas of the County served by a post office willing to deliver mail to individual houses: specifically, the Antelope Valley, Tri-Valley, Swall Meadows, and Paradise. At the Board's direction, staff has taken the proposed ordinance to an RPAC or community meeting in each of those communities. The only concerns expressed were related to the impact of the ordinance on existing unpermitted mailboxes and, in that regard, the primary concern was whether a fee would be charged to obtain a permit for such a mailbox. Several people felt strongly that a fee should <u>not</u> be charged. At least one individual felt that the County should also bear the cost, if any, of replacing or altering any existing mailbox whose design was deemed unacceptable to the County (from a safety standpoint).

Note that the ordinance does not address the topic of permit fees or waivers because such matters are typically set by Board resolution. Thus, if the Board wishes to adopt different encroachment permit fees for mailboxes and/or to reduce or waive the fee for existing mailboxes, it may do so by resolution. Staff will prepare such a resolution based on any desired Board direction.

If you have any questions about this matter, please feel free to contact me or Jeff Walters, the County's director of road operations.



#### ORDINANCE NO. ORD12-

#### AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS ADDING SECTION 13.04.025 TO THE MONO COUNTY CODE, PERTAINING TO MAILBOXES

**WHEREAS**, the placement of a mailbox in the right of way of a county highway is a type of "encroachment" for which a permit is required under Chapter 13.04 of the Mono County Code; and

WHEREAS, not all mailbox designs or construction materials are acceptable to the County as encroachments, due to safety concerns pertaining to their ability to give way in the event of a vehicle collision; and

WHEREAS, there has been some public confusion regarding whether an encroachment permit is always required to install a mailbox, and some mailboxes currently exist in the County right of way for which no permit was ever issued and which may or may not be constructed in such a manner as to pose a safety hazard; and

**WHEREAS**, the Board finds that it would useful to clarify and memorialize in the County Code the County's requirements for mailboxes as encroachments; and

**WHEREAS**, such Code enhancements were also recommended by the most recent grand jury report;

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

**SECTION ONE**: Section 13.04.025 is hereby added to the Mono County Code and shall read as follows:

#### "13.04.025 Mailboxes.

- A. The placement of any mailbox in the right-of-way of a county highway is an encroachment for which a permit is required under this chapter, regardless of the mailbox's design, materials, or manner of construction. The term "mailbox" includes not only the box or receptacle into which mail is placed, but also the supporting post, pole, or other structure attached to the receptacle, any concrete or other foundation at the base of the post, pole, or structure, and any objects placed at or near the base for adornment or aesthetic enhancement.
- B. Any mailbox or other encroachment already existing in a county right-of-way without a permit may be removed at any time by the County through its authorized officers or employees, including but not limited to the road commissioner, the director of roads, and the code compliance officer, or their designees. The non-removal of such a mailbox or other encroachment shall not constitute a permission or waiver of any kind nor shall the County thereafter be estopped from enforcing this chapter with respect to that encroachment or any other encroachment existing without a permit. This subsection shall not preclude any affected person from applying for a permit with respect to such a

pre-existing encroachment, which may be issued if the encroachment meets all current requirements and the applicable permit fee has been paid.

- An application for an encroachment permit with respect to a mailbox should generally be granted as long as all of the following criteria are met: (1) the mailbox's design and construction complies with official standards or guidelines of the United States Postal Service and will easily give way in the event it is struck by a car, truck, snowplow, or other motor vehicle; (2) the location of the mailbox will not interfere with the County's road maintenance, snow removal or snow storage, nor with reasonable public use of the right of way, including but not limited to public parking; and (3) the mailbox will not otherwise create a safety hazard in the opinion of the director of roads. One example of a generallyacceptable design, construction, and location of a mailbox for purposes of meeting the above criteria is a standard, metal mailbox mounted to the top of a four-inch by four-inch (4" x 4") wooden post, which is set back six to eight inches (6"-8") from the front face of the curb or road edge to the mailbox door, buried no more than twenty-four inches (24"), and with the total height of the mailbox assembly above the road surface of between forty-two and forty-eight inches (42"-48").
- D. In the event an application for an encroachment permit with respect to a mailbox is denied, the applicant may appeal that decision to the board of supervisors by filing a written request for the appeal with the clerk of the board of supervisors within 30 days after the decision and paying any applicable fee the county may have duly established for such an appeal. The board's review of the matter shall be de novo and the board may consider any evidence and make any decision with respect to the appeal as it deems proper, including allowing a variance from the standard mailbox criteria set forth above for good cause shown and subject to such conditions of approval (if any) as the board may impose in its sole discretion. In no event shall the board be required to grant a requested permit or variance.
- E. In issuing an encroachment permit for a mailbox, the County assumes no responsibility or liability for the mailbox in the event of any damage to the mailbox from any cause whatsoever nor for any damage or injury to any person or property allegedly caused by or resulting from the mailbox or by its presence in the County right-of-way. Any mailbox for which a permit has been issued shall be repaired as necessary (including in the event it is damaged for any reason) and maintained by the permit holder or his or her successor-in-interest in a safe and functional condition. Furthermore, the design and manner of construction of a mailbox shall not be modified after issuance of a permit without the prior, written consent of the County. Any failure to properly repair or maintain a mailbox, and any modification of a mailbox without the County's consent, shall constitute grounds to revoke the encroachment permit for the mailbox. The County may include any of the foregoing as express conditions of approving any application for an encroachment permit, but any absence of such conditions in a permit shall not constitute a waiver of this subsection.
- F. The provisions of this section are intended to be declarative of existing law as of the date this section was adopted."

**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

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1	Board of Supervisors shall post this ordinan	ice and also publish the ordinance or a
2	summary thereof in the manner prescribed than 15 days after the date of this ordinance fails to so publish this ordinance or a summ the ordinance shall not take effect until 30 d	's adoption and final passage. If the Clerk ary thereof within said 15 day-period, then
3	the ordinance shall not take effect until 30 d	ays after the date of publication.
4	PASSED, APPROVED and ADOPT following vote, to wit:	<b>ED</b> thisday of, 2012, by the
5	AYES:	
6	NICEC	
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10	VII	KKI BAUER, Chair ono County Board of Supervisors
11		PPROVED AS TO FORM:
12		TROVED AS TO PORIVI.
13		DUNTY COUNSEL
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28	Page	3 of 3

## REGULAR AGENDA REQUEST

Print

MEETING DATE August 21, 2012 DEPARTMENT Public Works - Road Division

ADDITIONAL DEPARTMENTS

TIME 10 minutes PERSONS Jeff Walters

REQUIRED APPEARING BEFORE THE

SUBJECT Long Valley Mineral Mining Site BOARD
- Pledge of Revenue

#### **AGENDA DESCRIPTION:**

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

Proposed resolution authorizing financial assurance for the reclamation of the Long Valley Mineral Mining site upon its closure.

#### **RECOMMENDED ACTION:**

Consider and potentially adopt Resolution No. 12-\_\_\_, "A Resolution of the Mono County Board of Supervisors Establishing a Financial Assurance for the Reclamation of Mined Lands." Provide any desired direction to staff.

#### **FISCAL IMPACT:**

Upon its closure reclamation of the Long Valley Minerals Mining site will amount to \$37,400 out of the Road Fund.

**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

- Long Valley Mineral Mining Site Pledge of Revenue BOS Staff Rpt
- Exhibit 1 LVMM Pledge of Revenue DRAFT Resolution
- Exhibit 2 LVMM Reclamation Estimate 08.21.12

History		
Time	Who	Approval
8/7/2012 7:54 AM	County Administrative Office	Yes
8/14/2012 4:36 PM	County Counsel	Yes
8/7/2012 8:35 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 • www.monocounty.ca.gov

**Date:** August 21, 2012

**To:** Honorable Chair and Members of the Board of Supervisors

From: Jeff Walters, Director of Road Operations/Fleet Services

**Subject:** Long Valley Mineral Mining Site – Pledge of Revenue

#### **Recommended Action:**

Consider and potentially adopt Resolution 12-\_\_, "A Resolution of the Mono County Board of Supervisors Establishing a Financial Assurance for the Reclamation of Mined Lands." Provide any desired direction to staff.

#### **Fiscal Impact:**

\$37,400 out of the Road Fund upon closure of the mine.

#### Discussion:

The Long Valley Mineral Mining site has been closed to county access. Due to this closure and the need for significant quantities of road materials required to maintain county roads Mono County has taken the lead on getting this important mining materials site back in operation.

Recently the county submitted a reclamation plan to the Office of Mine Reclamation (OMR) whose approval was contingent upon a Pledge of Revenue authorization by the Board of Supervisors to assure, upon closure of the mine, sufficient funds are available reclaim the mine. An estimate of \$37,400 is sufficient to cover the cost of reclamation.

In addition to the Pledge of Revenue there are several items still remaining to be completed prior to the mine becoming active for Mono County. If the Resolution is approved and submitted to the Office of Mine Reclamation (OMR) a reporting fee (\$500) for this new mining operation will be required by OMR along with a USFS contract to purchase materials (at no charge) from their site. It is estimated that during the month of September all necessary permits and paperwork will have been completed and approved thereby allowing materials to be mined by Mono County. Along with the Sonora Pit this will become the second mine that Mono County operates.

Exhibit 1, a copy of the Draft Resolution, and Exhibit 2, a cost estimate for reclamation, are attached.

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

Respectfully submitted,

**Jeff Walters** 

Director of Road Operations/Fleet Services

EXHIBIT 1

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CALIFORNIA

#### **RESOLUTION NO. R12-**

#### A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS ESTABLISHING A FINANCIAL ASSURANCE FOR THE RECLAMATION OF MINED LANDS

WHEREAS, the Surface Mining and Reclamation Act (Public Resources Code §§ 2710 et seq.) (the "Act"), and accompanying regulations found at 14 CCR §§ 3800 et seq., require surface mining operators to demonstrate the availability of financial resources for the reclamation of mined lands pursuant to an approved reclamation plan; and

WHEREAS, section 3806.1 of the regulations specifies that a pledge of revenue is an allowable mechanism for a city, county, the State, a district, or other political subdivision to demonstrate financial responsibility for the reclamation of mined lands, and sets forth the requirements for establishing such financial assurance in accordance with the Act; and

**WHEREAS,** subdivision (c)(3) of section 3806.1 authorizes a county to pledge fees, rents, or other charges; tax revenues within statutory limitations; and/or other guaranteed revenues that are acceptable to the lead agency and the State Mining and Geology Board;

# NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that:

- 1. The Department of Public Works of the County of Mono (the "Operator") desires to perform surface mining at the following location: Long Valley Mineral Mining Site, Mono County, California (the "Site").
- 2. The Board of Supervisors of the County of Mono hereby pledges the following types of revenues: Road Fund operating revenue from the Highway Users Tax (HUTA), Mono County General Fund, and State Match Exchange, which revenues are controlled by the County and will be available in a timely manner, to conduct and complete reclamation of the Site, to serve as financial assurance in accordance with Public Resources Code § 2773.1.
- 3. The amount of the pledge of revenue shall be: thirty seven thousand, four hundred dollars (\$37,400) for the first year and shall be adjusted annually to account for new lands disturbed by surface mining operations at the Site, inflation, and reclamation of lands at the Site accomplished in accordance with the approved reclamation plan, calculated in accordance with 14 CCR §3804.
- 4. The revenue shall be pledged for the duration of the surface mining operation and any additional period until reclamation is completed.
- 5. The lead agency, which is the Mono County Community Development Department, or the California Department of Conservation is hereby authorized to use the pledged revenue to complete the reclamation in the event that the lead agency or the Department determines that the Operator is incapable of performing the reclamation covered by the pledge of revenue.

	EXHIBIT 1		
1	PASSED, APPROVED and ADOPTED this following vote, to wit:	day of, 2012, by the	he
2	AYES:		
3	NOES: ABSENT:		
5	ABSTAIN:		
6		Vikki Magee-Bauer, Chair Mono County Board of Supervisors	
7	ATTEST:	APPROVED AS TO FORM:	
8	Clark of the Poord	County Council	
9 10 11 12 13 14 15 16 17 18 19	Clerk of the Board	County Counsel	
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# **EXHIBIT 2 - RECLAMATION COST ESTIMATE**

Equipment	Rate \$/Hr	Total Hours	Cost
Dozer (including opera	\$130.00	160	\$20,800.00
Water Tender (includir	\$87.00	80	\$6,960.00
		T-4-1 04	<b>607 700 00</b>

Total Cost \$27,760.00

<b>Erosion Control a</b>	nd \Rate \$/Unit	Unit	Total Units	Cost
Seed Mix	\$39.35	lbs	82.5	\$3,246.38
Bitterbrush	\$2.75	seedlings	500	\$1,375.00
Mulch	\$35.00	ton	10	\$350.00
			Total Cost	\$4,971.38

Other Labor	Rate \$/Hr	Total Hours	Cost	
Seeding/Planting/Mulo	\$30.00	40	\$1,200.00	
		Total Cost	\$1,200,00	

Miscellaneous	Cost
contingencies @ 5% of	\$1,696.57
administration @ 5% of subtotal	\$1,696.57

Total Cost \$3,393.14

Total Cost \$37,324.51

MEETING DATE August 21, 2012 **DEPARTMENT County Counsel** 

**ADDITIONAL** Assessor

**DEPARTMENTS** 

TIME 10 minutes

**REQUIRED SUBJECT** 

Adoption of Assessment

Appeals Board Procedural

Rules

**PERSONS** John-Carl Vallejo **APPEARING** 

#### **AGENDA DESCRIPTION:**

**BEFORE THE** 

**BOARD** 

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

Proposed resolution adopting local procedural rules for the Mono County Assessment Appeals Board.

#### **RECOMMENDED ACTION:**

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:
None.
*********
LUNCH
*********

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

**CONTACT NAME:** John

PHONE/EMAIL: 760.924.1702 / jvallejo@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:**

County Counsel for AAB (Vallejo), AAB Clerk (Kendall), County Counsel for Assessor (McKenzie)

### **MINUTE ORDER REQUESTED:**

✓ YES ✓ NO

#### **ATTACHMENTS:**

#### Click to download

- □ Staff Report
- Resolution
- Attachment A to Resolution (the proposed local rules to be adopted)
- Appendix A Documents Notice
- Appendix A Documents Motion
- ☐ Appendix A Documents Points & Authorities

History		
Time	Who	Approval
8/13/2012 4:18 PM	County Administrative Office	Yes
8/13/2012 3:20 PM	County Counsel	Yes
8/15/2012 12:19 PM	Finance	Yes

**County Counsel** Marshall Rudolph

# OFFICE OF THE COUNTY COUNSEL

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

**Assistant County Counsel** Stacey Simon

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

**Deputy County Counsels** 

Tara McKenzie John-Carl Vallejo Legal Assistant Michelle Robinson

TO: Board of Supervisors

FROM: John-Carl Vallejo

DATE: 08/21/2012

RE: Assessment Appeals Board Local Rules

#### **Recommendation:**

Adopt Resolution Establishing Local Rules for the Mono County Assessment Appeals Board.

#### **Fiscal/Mandates Impact:**

None.

#### **Discussion:**

The Board of Supervisors for each county in California also serves as the local Board of Equalization with authority to equalize the valuation of taxable property within the county by adjusting individual assessments. In Mono County, the Board of Supervisors has delegated this authority to the Assessment Appeals Board (AAB). The California Constitution authorizes the Board of Supervisors to adopt local rules to facilitate the work of its AAB and to ensure uniformity in the processing and deciding of appeals.

The Assessor's office requested that Mono County's AAB adopt local rules in order to establish a consistent and foreseeable process for all parties participating in an assessment appeal. Thereafter, the AAB worked with the Assessor to draft these rules. These rules do not claim or attempt to reiterate the state laws and regulations governing the property valuation process. Rather, they provide information specific to the scheduling and hearing of cases within Mono County.

If you have any questions or comments, please do not hesitate to contact me.



#### RESOLUTION NO. \_\_

#### AN RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS ESTABLISHING LOCAL RULES FOR THE MONO COUNTY ASSESSMENT APPEALS BOARD

WHEREAS, the California Constitution authorizes the creation of one or more county boards for the purpose of equalizing assessments of individual properties and briefly describes their function of equalizing values on the local roll; and

WHEREAS, the Revenue and Taxation Code implements the constitutional provisions applicable to assessment appeals and other property tax matters and provides the basic framework of the assessment appeals process; and,

WHEREAS, the California Code of Regulations includes provisions, commonly referred to as the Property Tax Rules, pertaining to the role and function of Assessment Appeals Boards.

WHEREAS, Article XIII, section 16 of the California Constitution authorizes the adoption of local rules to facilitate the work of a local Assessment Appeals Board and ensure uniformity in the processing and deciding of appeals.

NOW, THEREFORE, the Board of Supervisors of the County of Mono **RESOLVES** as follows:

The Local Rules of the Assessment Appeals Board, attached to this Resolution as Attachment A, are hereby adopted and applicable to all Mono County Assessment Appeals. These Local Rules shall supplement Chapter 3.52 of the Mono County Code.

PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_\_, 2012, by the following vote, to wit:

> **AYES: NOES: ABSENT:** ABSTAIN:

> > Vickie Magee Bauer, Chair

Mono County Board of Supervisors

ATTEST: APPROVED AS TO FORM:

LYNDA ROBERTS, Clerk **COUNTY COUNSEL** 

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# ASSESSMENT APPEALS BOARD OF THE COUNTY OF MONO

# **LOCAL RULES**



Approved by the Assessment Appeals Board
On August 8, 2012

Adopted by the Board of Supervisors

Pursuant to Resolution #\_\_\_\_

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## I. ASSESSMENT APPEALS OVERVIEW

A. **Property Valuation Process** The Board of Supervisors for each county in California also serves as the local Board of Equalization with authority to equalize the valuation of taxable property within the county by adjusting individual assessments. In Mono County, the Board of Supervisors has delegated this authority to the Assessment Appeals Boards.

The value of property is determined by the Assessor and, on that basis, the Treasurer-Tax Collector bills and collects property taxes from property owners. When the property owner disagrees with assessed value for a property, she should initially:

- 1) Contact the Assessor's office to obtain additional information about the valuation process and/or provide additional, pertinent information about the property's value;
- 2) Request revaluation of the property.

If the property owner and Assessor cannot reach an agreement, the property owner can appeal the valuation to the Mono County Assessment Appeals Board. The Board hears and resolves property valuation disputes between the Assessor and property owners in order to ensure the equitable Application of property taxes within the County.

- B. **Purpose of Local Rules** Many aspects of the property valuation and appeal process are prescribed by state law (Section C of this rule, below). Local Boards of Equalization are authorized to adopt Local Rules to facilitate their work and ensure uniformity in the processing and deciding of appeals. These Rules do not claim or attempt to reiterate the state laws and regulations governing the property valuation process. Rather, they provide information specific to the scheduling and hearing of cases within Mono County. To the extent they conflict with higher legal authority, they are invalid.
- C. **Legal Authority** The Board, the Assessor and the Applicant follow state rules governing the local equalization process.
  - 1) The California Constitution authorizes the creation of one or more county boards for the purpose of equalizing assessments of individual properties and briefly describes their function of equalizing values on the local roll.
  - 2) The Revenue and Taxation Code implements the constitutional provisions applicable to assessment appeals and other property tax matters and provides the basic framework of the assessment appeals process.
  - 3) The California Code of Regulations includes provisions, commonly referred to as the Property Tax Rules, pertaining to the role and function of Assessment Appeals Boards.

- 4) The Board cannot:
  - a) Grant or deny exemptions or consider whether exemptions were improperly denied;
  - b) Raise or lower the entire assessment roll;
  - c) Extend the time for filing Applications for equalization;
  - d) Remove or waive penalties for delinquent payment of taxes;
  - e) Reduce an assessment due to damage, destruction or depreciation after the lien date of the year in question;
  - f) Change tax rates.

The Board acts in a quasi-judicial capacity and renders its decision only on the basis of proper evidence presented at the hearing. The Board has no legislative power. These Local Rules are enacted pursuant to Mono County Resolution No. \_\_\_\_\_\_\_.

- D. Access to Local Rules These Local Rules are maintained by the Mono County Clerk's Office, located at 74 N. School Street, Annex I, Bridgeport, CA, 93517, and can be accessed via the Clerk's website, which is located on the internet at: <a href="http://www.monocounty.ca.gov/departments/Clerk/">http://www.monocounty.ca.gov/departments/Clerk/</a>
  AssessmentAppeal.html. Copies of these Local Rules are also available for review at the Clerk's Office during regular business hours and may be purchased in person or by mail for an amount established by applicable law.
- E. **Definitions** For purposes of these Local Rules, the following capitalized words shall have the meanings as set forth below:
  - 1) <u>Applicant</u>: A person or entity affected, the parent, child, or spouse of a person affected, or his or her duly authorized agent, who files an Application for Changed Assessment.
  - 2) <u>Application</u>: Form entitled "Application for Changed Assessment" used for the filing of an Assessment Appeal.
  - 3) Assessor: The elected Assessor of Mono County.
  - 4) <u>Assessment Appeal</u>: A formal request for a change in a real property tax assessment made to the Board pursuant to Revenue and Taxation Code § 1601 et. seq.
  - 5) <u>Assessed Value</u>: The property value, established by the Assessor using one or more appraisal techniques and/or methods, against which the tax rate is applied.
  - 6) <u>Assessor's Parcel Number or A.P.N.</u>: The Assessor's parcel number assigned to identify every parcel of real property in the County. The A.P.N. will appear on all correspondence received from the Assessor relating to that particular property parcel.
  - 7) Authorized Agent: A California licensed attorney retained by the Applicant for the

- Assessment Appeal, or a parent, child, or spouse of the Applicant, or any other person with the Applicant's express written authority to represent the Applicant for the appeal.
- 8) <u>Base Year Value</u>: Fair market value as of either the 1975 lien date or the date the property was most recently purchased, newly constructed, or last underwent a change in ownership.
- 9) <u>Board</u>: The Mono County Assessment Appeals Board, also known as the AAB, including appointed alternates.
- 10) Chair: The Chair of the Mono County Assessment Appeals Board.
- 11) Clerk: The Clerk of the Mono County Assessment Appeals Board.
- 12) <u>Cross-examination</u>: The interrogation of a witness called by the opposing party to testify during a hearing. It is preceded by direct examination and may be followed by a redirect examination.
- 13) <u>Continuance</u>: The stopping of a hearing, after the taking of some evidence by the Board, such that the hearing is resumed where it left off on another day. The same Board members must hear said continued matters.
- 14) County: The County of Mono.
- 15) Day: A calendar day, unless otherwise specified as a "business day".
- 16) <u>Direct-examination</u>: The questioning of a witness by the party who called him or her to testify in a hearing. Direct examination is usually performed to elicit evidence in support of facts that will help prove a party's claim or defense.
- 17) <u>Findings of Fact</u>: A document prepared at the direction or request of the Assessment Appeals Board after the hearing which summarizes the facts and evidence presented at hearing, and which sets forth the conclusions reached by the Assessment Appeals Board.
- 18) <u>Hearing</u>: A scheduled session before the Board during which testimony, other evidence, and argument may be presented, by both the Applicant and the Assessor, as bases for the Board's determination of a specific issue or issues.
- 19) <u>Hearing Confirmation Form</u>: A form sent from the Clerk to an Applicant to be filled out by the Applicant and returned to the Clerk for purposes of scheduling the Hearing. A Hearing Confirmation Form is also sometimes referred to as a "Blue Letter" because it is generally issued on blue paper in order to attract the taxpayer's attention.
- 20) <u>High Value Appeal</u>: An Application pertaining to property that has an enrolled taxable value of \$20 million or more.

- 21) <u>Lien Date</u>: The time when taxes for any fiscal year become a lien on property. That time for all taxable property is 12:01 a.m. on January 1 of each year, beginning in 1997. Prior to January 1, 1997, the lien date was March 1 of each year.
- 22) <u>Local Roll</u>: The list of all property within the County that is assessed by the Assessor and available for inspection at the Assessor's public counter.
- 23) Local Rules: These Mono County Assessment Appeals Board Local Rules.
- 24) <u>Motion</u>: A written request or petition for an order filed with the Clerk before a hearing on an Application.
- 25) Notice of Hearing: A letter sent to a party notifying him or her of the date, time, location, and purpose of a scheduled hearing.
- 26) <u>Notice of Invalid Application</u>: A letter sent from the Clerk notifying the applicant that her or his Application is invalid as untimely and/or incomplete and the potential remedies available to the Applicant.
- 27) Party: The Assessor and the person or entity affected that files an assessment appeal.
- 28) <u>Person or Entity Affected</u>: Any person or entity having a direct economic interest in the payment of property taxes on the property for the valuation date that is the subject of an Application before the Board, including the property owner, a lessee required by the property lease to pay the property taxes, and a property owner who acquires an ownership interest after the lien date if the new owner is also responsible for payment of property taxes for the lien date that is the subject of the Application.
- 29) <u>Postponement</u>: The change of a scheduled hearing to a later date or time, prior to the submission of any evidence to the Board.
- 30) Recess: A brief break in a hearing, given at the Board's discretion, that does not constitute a Continuance.
- 31) <u>Redirect Examination</u>: The questioning of a witness by the party who called him or her to testify in a hearing in order to explain or otherwise qualify any damaging or accusing testimony brought out by the opponent during cross-examination. Redirect examination is limited to the scope of the cross-examination.

## II. FILING APPLICATIONS & OTHER DOCUMENTS

A. **Electronic Filing of Documents** <u>Under no circumstances will an "Application for Changed Assessment" form be accepted by facsimile transmission or electronic mail</u>. (In the event

that the Clerk has established online filing of assessment appeal applications, the signature requirements for application will be accepted pursuant to established standards set forth by the California Secretary of State.)

The Clerk shall accept other written documents (e.g. agent authorizations, stipulations, moving papers, requests for reconsideration, etc.) transmitted by electronic mail (email) or facsimile machines provided that all material information within the document is legible, the document is signed and received by the Clerk within the applicable time constraints, and the following requirements are met:

- 1) Email: Documents submitted by email must be scanned and attached in a PDF format to the email message. The subject line of the email message must include the A.P.N.(s) or tax bill number listed on the application as well as a description of the document enclosed. PDF attachments that fail to open or trigger a virus warning on the Clerk's computer will be deemed rejected.
- 2) <u>Facsimile</u>: Facsimile documents shall contain the phrase "By Fax" immediately following the signature of the signing party.

By choosing to deliver a document by fax transmission or email, the Applicant or Agent represents that the original signed document is in his or her possession or control, and that no alteration has been made to the document form or its data. In the event a dispute arises regarding the timeliness of filing any document electronically, it is the Applicant's responsibility to provide the Board with all relevant evidence supporting the Applicant's assertion of timeliness.

- B. Filing an Application The "Application for Changed Assessment" form must:
  - Be <u>complete</u> and submitted on the current approved form, available from the Clerk;
  - 2) Be filed by a person or entity affected, the parent, child, or spouse of a person affected, or an authorized agent of a person or entity affected;
  - 3) Be filed with the Clerk by mail or personal delivery within the prescribed timelines;
  - 4) Include <u>original signature(s)</u> (copies or facsimile filings cannot be accepted) and the required non-refundable processing fee of \$26.75 per parcel.
- C. Fee Waiver Applicants may qualify for a waiver of the processing fee based on receipt of public assistance or income level. Applicants requesting a waiver of the processing fee must submit the "Confidential Request for Waiver of Assessment Appeal Administrative Processing Fee" form, available on the Clerk's website, in lieu of the processing fee. A processing fee or request for fee waiver form must accompany each application for Changed Assessment filed or the application cannot be processed.

- D. **Agent Authorization** A person or entity affected who wishes to authorize an agent who is not an attorney licensed to practice in the State of California or the parent, child, or spouse of the person affected must:
  - 1) Complete and sign the section titled "Agent or Attorney For Applicant" of the Application for Changed Assessment Appeal form, or
  - 2) Attach a written authorization to the application, prior to filing the application with the Clerk, containing all the following required information:
    - a) The date the authorization statement is executed;
    - b) A statement to the effect that the agent is authorized to sign, file, and withdraw the application in the specific calendar year in which the application is filed;
    - The specific parcel(s) or assessments(s) covered by the authorization, or a statement that the agent is authorized to represent the Applicant on all parcels and assessments located in Mono County;
    - d) The name, address and telephone number of the specific agent who is authorized to represent the Applicant;
    - e) The Applicant's signature and title;
    - f) A statement that the agent will provide the Applicant with a copy of the application.
  - 3) If a photocopy of the original authorization is attached to the application, the agent shall be prepared to submit an original signed authorization if requested by the board. The application form shall show that the agent's authorization was attached to the application. An agent must have authorization to file an application at the time the application is filed; retroactive authorizations are not permitted.
  - 4) If the Applicant is a corporation, limited partnership, or a limited liability company, the agent authorization must be signed by an officer or authorized employee of the business entity.
- E. **Revocation or Substitution of An Agent** An Applicant who wishes to cancel or revoke the previous authorization of an agent, or who wishes to substitute a new agent for a former agent previously authorized, must complete a new Agent Authorization form and file it with the Clerk. Unless a new Agent Authorization form has been properly completed and filed with the Clerk, all correspondence regarding the appeal will continue to be sent to the agent who was first authorized to act on the Applicant's behalf. Such person will remain the authorized agent for the application, and may settle by stipulation, withdraw or otherwise control the appeal.
- F. **Optional Information** In addition to the other information required by the Revenue and Taxation Code, Applicants are encouraged to provide their email contact information on each application they file. *Inclusion of email contact information on an application shall*

<u>constitute the Applicant's consent to receive correspondence related to the application from the Clerk by email.</u> Unless otherwise required, the Clerk may utilize the email address provided by the Applicant as the sole means by which to communicate with the Applicant regarding an application.

- G. **Invalid Applications** Following review by the Clerk, applications that are either untimely or incomplete and not corrected according to subsection 2 of this rule shall be denied by the Clerk as invalid and no hearing will be scheduled. The Board lacks jurisdiction to hear an assessment appeal when the application for the assessment appeal is invalid.
  - Untimely Applications: The Clerk shall determine if an application is timely filed as follows:
    - a) Any application or re-submittal of a corrected application, that is filed by mail or personal delivery and received at the Clerk's office no later than 5:00 p.m. of the last day of that application's applicable filing or correction deadline is timely filed.
    - b) Any application or re-submittal of a corrected application, that is filed by mail that has the postage prepaid, is properly addressed, and bears a U.S. postmark date no later than the last day of that application's applicable filing or correction deadline shall be deemed timely filed.
    - c) An application or re-submittal of a corrected application filed by mail that bears both a private business postage meter postmark date and a U.S. Postal Service postmark date will be deemed to have been filed on the date that is the same as the U.S. Postal Service postmark date, even if the private business postage meter date is the earlier of the two postmark dates.
    - d) If the last day of the filing period falls on Saturday, Sunday, or a legal holiday, an application that is properly addressed, mailed, and postmarked on the next business day or received by the Clerk on the next business day shall be deemed timely filed. If the county's offices are closed for business prior to 5 p.m. or for the entire day on which the deadline for filing falls, that day shall be considered a legal holiday.
  - 2) <u>Incomplete Applications</u>: An application lacking any of the information required by Property Tax Rule section 305(c)(1) is incomplete.
  - 3) Notice of Invalidity: When any application or re-submittal of a corrected application is untimely filed, the Clerk shall promptly notify the Applicant that that no assessment appeal hearing will be set because the filing of his or her application is invalid as untimely and informing the Applicant of his or her right to appeal the denial of a hearing, according to the procedure in section H of this rule.

When an application is timely filed yet incomplete, the Clerk shall promptly notify the Applicant that the application is incomplete, outlining the information required to complete the application, warning that if the missing information is not received by the Clerk within thirty (30) days of service of the notice (either the postmark date of a letter

or the date a notification is sent by email) no assessment appeal hearing will be set, and informing the Applicant of his or her right to appeal denial of a hearing, according to the procedure in section H of this rule.

H. Appeal of Invalidity The Applicant may appeal the denial of a hearing based on the invalidity of his or her application as untimely or incomplete only by filing a written request to the Clerk within thirty (30) days of the notifying letter's postmark date or email origination date. If a timely written request to appeal the application's invalidity is received by the Clerk, the Clerk shall schedule the application for a jurisdictional Hearing to determine whether the application will be denied by the Board as untimely and/or incomplete.

Additionally, the Assessor may appeal the Clerk's determination that an application is valid or otherwise challenge the Board's jurisdiction to hear an appeal by filing a written request for a jurisdictional hearing at any time prior to the scheduled hearing on the appeal's merits.

As a condition to declaring a previously incorrect or incomplete application complete under this rule, the Board may require the Applicant to execute a written agreement to extend the period for hearing and decision on the application beyond the two-year period required by Revenue and Taxation Code Section 1604.

- I. **Consolidation of Applications** Multiple applications presenting the same or substantially related issues may be consolidated for hearing.
- J. **Amendments & Corrections** An Applicant or Authorized Agent may amend an application without limitation until 5:00 p.m. on the last day upon which the application can be timely filed. *After the filing period has expired*:
  - 1) An invalid application may be corrected in accordance with subsection (G)(3) of this rule.
  - 2) The Applicant or the Authorized Agent may amend an application provided that the effect of the amendment is not to request relief additional to or different in nature from that originally requested.
  - 3) <u>Upon request</u> of the Applicant or the Authorized Agent, <u>the Board, in its discretion, may allow</u> the Applicant or the Authorized Agent to make amendments to the application in addition to those specified above in subdivisions (1) and (2) to state <u>additional facts</u> claimed to require a reduction of the assessment that is the subject of the application.
  - 4) The Applicant or the Authorized Agent shall state the reasons for the request, which shall be made in writing and filed with the Clerk prior to any scheduled hearing, or may be made orally at the hearing. If made in writing, the Clerk shall provide a copy to the Assessor upon receipt of the request.

- 5) As a condition to granting a request to amend an application, the Board may require the Applicant to sign a written agreement extending the two-year period provided in section 1604 of the Revenue and Taxation Code.
- 6) If a request to amend is granted, and upon the request of the Assessor, the hearing on the matter shall be continued by the Board for no less than 45 days, unless the parties mutually agree to a different period of time.
- 7) An Applicant or the Authorized Agent shall be permitted to present testimony and other evidence at the hearing to support a full value that may be different from the opinion of value stated on the application. The presentation of such testimony or other evidence shall not be considered an amendment.
- K. Claim for Refund If a valid Application is designated as a claim for refund pursuant to section 5097 of the Revenue and Taxation Code, the Applicant shall be deemed to have challenged each finding of the Board and to have satisfied the requirements of section 5097.02 of the Revenue and Taxation Code.
- L. Withdrawal Unless the Assessor has given the Applicant a written notice of the intent to recommend an increase in the assessed value of the property, an application may be unconditionally withdrawn at any time prior to or at the time of the hearing upon written request to the Clerk, signed by the Applicant, or by returning the Hearing Confirmation Letter to the Clerk with the withdrawal box marked. When a notice of intent to increase the assessed value of the subject property has been issued pursuant to Revenue and Taxation Code section 1609.4, withdrawal of the application may only be made with the consent of the Assessor. No conditional withdrawal will be accepted. Once made, all withdrawals are final and may not be revoked.
- M. **Copy of Application to Assessor** The Clerk shall transmit to the Assessor a copy of each application and each written request for amendment or correction that is received. A reasonable time shall be allowed before the hearing for the Assessor to obtain information relative to the property and the assessment thereof.

# III. Preparing For Hearing

A. **Notice of Hearing** At least forty-five (45) days prior to the hearing, unless otherwise required by Property Tax Rule 307, the Clerk will notify the Parties in writing of the date, time and place scheduled for hearing of each appeal.

<u>Note</u>: Applicants are strongly encouraged to contact the Assessor at least <u>one week prior</u> to the scheduled Hearing to discuss any issues involving the appeal. Such discussions may result in resolution of the dispute without the need for Hearing.

- B. **Hearing Confirmation Form** When the Clerk mails a Notice of Hearing, a Hearing Confirmation Form will be included. At least twenty-one (21) days before the date scheduled for hearing of the Applicant's appeal, the Applicant shall mail or otherwise deliver the completed Hearing Confirmation Form to the Clerk who shall provide a copy to the Assessor. The form will provide the Applicant with the following options to indicate that the Applicant intends to:
  - 1) appear on the scheduled hearing date; or
  - 2) request the postponement of the scheduled hearing to another regularly-scheduled Board hearing date; or
  - 3) withdraw the appeal.

If the Applicant fails to return the completed confirmation notice form, as required, and appears on the scheduled date of hearing, the Board shall, at the Assessor's request, postpone the hearing to a date at the discretion of the Board. The failure to timely return the completed Hearing Confirmation Form shall be deemed to be a postponement request by the Applicant for purposes of Rule 26. If the hearing date is within ninety (90) days of the expiration of the two-year limitations period for hearings set by Revenue and Taxation Code Section 1604 (c), the Board may require the Applicant to enter into a written agreement extending and tolling the two-year limitations period as a condition of the postponement.

- C. **Request for Postponement** Each party to the appeal is entitled to one postponement of a scheduled hearing, if the request for postponement is received within 120 days of the expiration of the two-year limitation. The postponement can be initiated by submitting a written request to the Clerk or submitting the Hearing Confirmation Letter with the appropriate box marked to request a postponement. The request must be delivered to the Clerk's office no later than 21 days prior to the scheduled hearing date.
  - 1) <u>Time of Request</u>: If the request for postponement is made by the applicant and received by the Clerk within 120 days of the expiration of the two-year limitation, the postponement shall be contingent upon the Applicant's written agreement to extend the two-year period. If the postponement is requested by the Assessor and received by the Clerk within 120 days of the expiration of the two-year limitation, it may be granted upon the Board's discretion.
  - 2) <u>Untimely/Subsequent Request</u>: Untimely postponement requests and requests subsequent to the first postponement, shall be granted only upon showing of good cause. Such requests must be submitted to the Clerk in writing and describe unforeseen and compelling circumstances which made a timely request for postponement impossible or impracticable. The request will be presented to the Assessment Appeals Board on the scheduled hearing date. The Board will consider the request and take action to approve or deny the request.

- 3) <u>Stipulations</u>: A stipulation for a postponement of a scheduled hearing by an Applicant and the Assessor shall be deemed to constitute good cause for the requested postponement, but the Board may require extending and tolling indefinitely the two-year limitation period prior to granting such a continuance if the postponement is requested within 120 days of the expiration of the two-year limitation. Any information exchange dates remain in effect based on the originally scheduled hearing date notwithstanding the hearing postponement, except as provided in State Board of Equalization Rule 305.1(d).
- 4) <u>Clerk's Authority</u>: The Clerk shall have the authority to grant all postponements which are a matter of right and all postponements based on a stipulation by Applicant and the Assessor. Requests for postponement shall be considered as far in advance of the hearing date as practicable.
- D. **Disqualification of a Board Member** A Board member shall disqualify himself or herself from hearing or deciding any matter in which he or she has a financial interest as defined in Government Code Section 87103. A Board member may also disqualify himself or herself from any matter pending before the Board for good cause, which shall be stated on the record.

Additionally, a party may file with the Clerk a written statement objecting to the hearing of a matter before a member of the Board, which may result in the Board member's disqualification. The process for objecting to a Board member with regard to a hearing is as follows:

- 1) The statement shall set forth the facts constituting the ground of the disqualification of such member and shall be signed by the party and shall be filed with the Clerk at the earliest practicable opportunity after the discovery of the facts constituting the ground of the member's disqualification, and, in any event, before the commencement of the hearing on any issue of fact in the proceeding before such member. Copies of the written statement shall be served by the presenting party on each party in the proceeding and on the Board member alleged in the statement to be disqualified.
- 2) Within ten (10) days after the filing of any such statement, or ten (10) days after the service of such statement as above provided, whichever is later in time, the Board member alleged therein to be disqualified may file with the Clerk a written answer either:
  - a) consenting in writing that the action or proceeding be tried before another member,
     in which event the Clerk shall appoint a replacement member or
  - b) denying his or her disqualification, which answer may admit or deny any or all of the allegations contained in such statement and setting forth any additional fact or facts material or relevant to the question of his or her disqualification.

- 3) The Clerk shall transmit a copy of such consent or answer to each party. Every such statement and every such answer shall be verified by oath in the manner prescribed by section 446 of the Code of Civil Procedure for the verification of pleadings.
- 4) The question of the member's disqualification shall be heard and determined by a Board member, other than the member subject to the disqualification challenge, agreed upon by the parties who have appeared in the proceeding. In the event that the parties fail to agree in writing, within five (5) days after the expiration of the time allowed herein for the member to answer, the Clerk shall assign a member to hear and determine the matter of the disqualification.
- E. Completion of Discovery and Exchange of Information Both parties may file a written request for exchange of information, except that the Assessor may only do so if the assessed value of the property before deduction of any exemption exceeds \$100,000. The request may be filed with the Clerk at the time of filing the application, or may be submitted to the other party and the Clerk at any time prior to thirty (30) days before the commencement of the hearing. The exchange was deemed initiated on the date of postmark, as affixed by the United States Postal Service or the date certified by a bona fide private courier service on the envelope containing the information. Where both marks exist, the United States Postal Service postmark date shall control. The Clerk shall at the earliest opportunity forward any request filed with the application or a copy thereof to the other party. The request shall contain the basis of the requesting party's opinion of value for each valuation date at issue and the following data, if it is to be used as evidence to support the opinion of value:
  - 1) COMPARABLE SALES DATA The properties sold shall be described by the Assessor's parcel number, street address or legal description sufficient to identify them. With regard to each property sold, there shall be presented: the approximate date of the sale, the price paid, the terms of the sale (if known), and the zoning of the property.
  - 2) INCOME DATA The gross income, the allowable expenses, the capitalization method (direct capitalization or discounted cash flow analysis) and rate or rates employed.
  - 3) COST DATA With regard to improvements to real property: the date of construction, type of construction and replacement cost of construction. With regard to machinery and equipment: the date of installation, installed cost and any history of extraordinary use. With regard to both improvements and machinery and equipment: facts relating to depreciation, including any functional or economic obsolescence and remaining economic life.

The information exchanged shall provide reasonable notice to the other party concerning the subject matter of the evidence or testimony to be presented at the hearing. There is no requirement that the details of the evidence or testimony to be introduced must be exchanged.

If a party requesting an exchange of data has submitted the data required within the time specified, the other party shall submit a response to the initiating party and the Clerk at least 15 days prior to the hearing. The response shall be supported with the same type of data required of the requesting party. When the Assessor is the respondent, he or she shall submit the response to the address shown on the application or on the request for exchange for information, whichever is filed later.

Whenever information has been exchanged pursuant to this section, the parties may introduce evidence only on matters pertaining to the information so exchanged unless the other party consents to introduction of other evidence. However, at the hearing, each party may introduce new material relating to the information received from the other party. If a party introduces such new material at the hearing, the other party, upon request, shall be granted a continuance for a reasonable period of time.

If one party initiates a request for information and the other party does not comply within the time specified in this section, the Board may grant a postponement for reasonable period of time. The postponement shall extend the time for responding to the request. If the Board finds willful noncompliance on the part of the noncomplying party, the hearing will be convened as originally scheduled and the noncomplying party may comment on evidence presented by the other party but shall not be permitted to introduce other evidence unless the other party consents to such introduction.

The Applicant and the Assessor shall complete any and all discovery and exchange of information authorized by law prior to the equalization hearing. Any objections to requests for disclosure made to the other party under Revenue and Taxation Sections 408, 441-470 or 1606 or to complain of unreasonable or unlawful difficulties encountered by either party in obtaining information believed to be necessary to proceed to hearing may be brought to the attention of the Board by means of a written request for pre-hearing conference.

Upon good cause shown, the Board shall make findings concerning the failure of a party to respond to requests for information and the impacts of such failures on the requirements to timely hear the appeals under the provisions of Revenue and Taxation Code Section 1604 (c). Continuances for the conduct of discovery or for the pursuit of court action to enforce discovery demands or subpoenas shall be granted by the Board only upon a showing of good cause. To expedite the hearing and to carry out its equalization duties, the Board may in its discretion order compliance with discovery demands and subpoenas as provided by the next section of this rule.

#### F. Subpoenas and Sanctions

- 1) <u>Subpoenas</u>: The Board may issue subpoenas for the attendance of witnesses and/or the production of books, records, maps and documents at the hearing either upon its own motion or at the request of a party in advance of the hearing or at the time of the hearing. With regard to the issuance of subpoenas, please note the following:
  - a) A subpoena may be served on any resident of the State of California or any person

- or business entity found within the state.
- b) A request for a subpoena for the production of books, records, maps and documents shall be supported by an affidavit, such as is prescribed by section 1985 of the Code of Civil Procedure.
- c) Subpoenas shall be restricted to compelling the appearance of a person or the production of things at the hearing and shall not be utilized for purposes of prehearing discovery. No subpoena to take a deposition shall be issued nor shall depositions be considered for any purpose by the Board.
- d) If a subpoena is issued at the request of a party, he or she is responsible for serving it and for the payment of witness fees and mileage.
- e) In the event a State Board of Equalization employee is subpoenaed pursuant to section 1609.5 of the Revenue and Taxation Code at the request of the Applicant and the County Board grants a reduction in the assessment, the County Board may reimburse the Applicant in whole or in part for the actual witness fees paid pursuant to section 1609.5.

If a party desires the Board to issue a subpoena, the party shall make the written request pursuant to Rule III.H, below and sufficiently in advance of the scheduled hearing date so that the subpoenaed party has an adequate opportunity to fully comply with the subpoena prior to the commencement of the hearing. Upon such request, the Board may, whenever possible, issue subpoenas pursuant to sections 1609.4 and 1609.5 of the Revenue and Taxation Code. A subpoena issued near in time to or after commencement of the hearing should be as limited as possible, and a postponement or continuance of the hearing may be granted, if requested, for a reasonable period of time.

- 2) Sanctions: Failure on the part of the party to comply with a subpoena or order to produce evidence may result in the imposition by the Board of one or more of the sanctions authorized by Code of Civil Procedure section 2023, subsections (b)(2),(b)(3) and (b)(4)(A)-(D), if the Board deems such an order necessary to carry out its equalization duties and to expedite the hearing.
- G. **Pre-hearing Conferences:** Pre-hearing conferences are mandatory for high value appeals, but may also be set by the Clerk at the request of a party or at the direction of the Board. These hearings may be scheduled to resolve issues such as, but not limited to:
  - a) the present status of the appeal;
  - b) whether the parties have engaged in or completed necessary case preparation, discovery or settlement of uncontroverted issues;
  - c) the factual and legal issues in dispute;
  - d) the names of the witnesses to be called, the order of testimony and the anticipated

duration of the hearings;

- e) the readiness of the parties to proceed with the hearings;
- f) the status of information requests;
- g) combining applications into a single hearing;
- h) bifurcating the hearing issues;
- i) scheduling a date for the hearing on the merits of the application; and
- j) disclosure of such other matters as the Board deems appropriate to facilitate and expedite the hearing and resolution of the case.
- 2) <u>High Value Appeals</u>: All appeals that are designated by the Board as "high value appeals" shall be scheduled for a pre-hearing conference not later than July 15 of the year following the calendar year in which the appeals are filed or, for appeals filed outside the normal appeal period, within one (1) year of the date of filing of the appeal. Thereafter, further pre-hearings shall be conducted at least once every one-hundred eighty (180) days until the case is heard and decided or otherwise resolved.
- 3) Pre-hearing Reports and Motions: The Board may require the parties to submit written motions or written pre-hearing status reports to discuss, at the direction of the Board, any or all of the information items set forth above. However, any party may submit a written status report or motion without formal Board direction. The parties shall file and serve any pre-hearing status reports or motions in accordance with Rule III.H. The failure of a party to serve and file a pre-hearing report (if so ordered), to appear or to fully participate in any pre-hearing conference, if unexcused by the Board, shall constitute abandonment of the appeal and provide grounds for denial of the appeal on the merits.
- 4) Notice of Preconference Hearing: The Clerk shall set the matter for a pre-hearing conference and send a Notice of Hearing not less than 45 days prior to the conference, unless the parties stipulate orally or in writing to a shorter notice period. The Notice of Hearing may include direction from the Board to submit a pre-hearing status report regarding specific issues.
- H. **Motions:** The parties to an appeal may file written motions for relief with the Clerk, including motions to postpone, to set, or bifurcate hearings, and for protective orders and subpoenas. In response to a written motion, the party against which relief is sought may file an "opposition" to which the moving party may then file a "reply". The documents required for filing a motion, opposition, or reply are collectively referred to as "papers".
  - 1) <u>Format</u>: The first page of each paper shall specify immediately below the number of the case: the date, time, and location of the scheduled hearing (*See* Appendix A).
    - a) The papers filed in support of a motion, also referred to as the "moving papers",

shall consist of at least the following:

- (i) notice of hearing on the motion, which shall notify the other parties that a hearing will be held to determine whether the Board will grant or deny the attached motion;
- (ii) the motion, which shall concisely state in the opening paragraph the specific order being sought, by whom the order is being sought, and the grounds for issuance of the order;
- (iii) a memorandum of points and authorities in support of the motion, not to exceed six pages, which shall contain a statement of facts, a concise statement of the law, evidence and arguments relied on, and a discussion of the statutes, regulations, cases, and textbooks cited in support of the position advanced;
- (iv) A proof of service, in accordance with Civil Code of Procedure section 417.10, which shall state under penalty of perjury how, when, and by whom the moving papers were delivered to the other party or parties to the appeal and shall be signed by the person making the delivery.
- b) These moving papers must be filed as one combined document. Other papers that may be filed in support of a motion, such as declarations, exhibits, or other documents, should be attached to the combined document. The proof of service of this combined document on other parties, shall be filed and received by the Clerk no later than ten days before the time appointed for the hearing.
- c) Opposition and reply papers shall consist of the following:
  - (i) Either a memorandum of points and authorities opposing the motion, as described in (1)(a)(iii) of this subsection, or a document not to exceed 6 pages, which concisely outlines arguments against the motion based on cited law and/or supported facts;
  - (ii) Other papers the party wishes to file in opposition to the motion, such as declarations, exhibits, or other documents, should be attached to the combined document.
  - (iii) A proof of service.
- 2) <u>Filing</u>: An original and five copies of the motion, opposition or reply shall be filed in the Clerk's office.
- 3) <u>Bifurcation</u>: Where the Board has bifurcated the hearing on issues arising out of an appeal, each bifurcated hearing shall be considered a hearing for purposes of these guidelines, and appropriate motions may be made prior to each bifurcated hearing.

#### 4) Time For Filing Motions:

a) For motions that request the Board to enter an order that will result in a final decision on the case, all moving and supporting papers shall be served and filed and

- received by the Clerk at least 45 days before the hearing date.
- b) Unless otherwise ordered, all other motions and their supporting papers shall be served and filed and received by the Clerk at least 20 days before the hearing date.
- c) All papers opposing a motion shall be filed and received by the Clerk and the other party at least eight days before the hearing date.
- d) All reply papers shall be filed and received by the Clerk and the other party at least two days before the hearing.
- 5) <u>Untimely Filing</u>: No untimely paper shall be accepted without good cause. If the Appeals Board, in its discretion, agrees to consider a late filed paper, the minutes or order shall so indicate the good cause shown.
- 6) <u>Hearings</u>: The Clerk shall maintain the Board's hearing schedule. For a hearing on a motion a party may select a date and time, based on the Board's hearing schedule, and request the Clerk to set the hearing on a motion for the date selected by the party. The party shall thereafter file and serve the motion for the date selected by the party.
- 7) <u>Evidence at Hearing on Motion</u>: Oral testimony, documentary evidence, declarations or affidavits may be received at the hearing at the discretion of the Board.
- 8) <u>Deliberation</u>: The Board may take the matter under submission and deliberate in closed session on the motion and thereafter direct the Clerk to notify the parties of its ruling on the motion.
- 9) <u>Clerk's Notice of Ruling</u>: Where the Board rules on a motion, the Clerk shall promptly notify the parties of the ruling. The notification shall name the moving party and the party against whom relief was requested and specifically identify the matters ruled upon. Mailing a copy of the ruling or order to the parties shall constitute service of notice.
- 10) <u>Record of Proceedings</u>: The Clerk shall record the hearing on the motion in the same manner that the Clerk is required to record the Board's proceedings on Applications under the Revenue and Taxation Code.
- I. Exhibits: Unless submitted according to Rule 3(H), no exhibits, maps, letters, papers, documents, charts, etc. to be submitted as evidence will be accepted prior to the hearing of the appeal on its merits. If such documents are filed with an application by the Applicant and inadvertently accepted by the Clerk, the Clerk is not responsible for maintaining them in the appeal file, for forwarding them to the Assessor or Board, or for returning them to the Applicant.

However, parties shall prepare any documentary evidence to be presented at the hearing in

advance thereof as follows:

- 1) The Applicant shall serially pre-mark all exhibits with numerals (e.g., Applicant's Exhibit 1, Applicant's Exhibit 2, etc.) and the Assessor shall serially pre-mark all exhibits with letters (e.g., Assessor's Exhibit A, Assessor's Exhibit B, etc.) to reflect the order in which that party intends to introduce them into evidence.
- 2) At the hearing each party shall provide the Clerk with seven (7), pre-marked copies of each document being presented as evidence prior to the Board's admission of said document into evidence.
- 3) To be most effective in presenting evidence, the Board strongly urges parties to number each page of each exhibit and to bind exhibits with more than three (3) pages appropriately. Each exhibit may be either single or double-sided, but mixing single and double sided formats within an exhibit is disfavored.
- J. Recordings and Transcripts: All hearings of the Board shall be recorded or reported or videotaped subject to the conditions set forth in Code of Civil Procedure section 2025, subsection (I)(2). Certified transcripts or recordings of Board hearings are available as follows:
  - 1) Any person may purchase a tape recording of that portion of the hearing that is open to the public upon payment of a reasonable fee, provided the request to purchase has been made within sixty (60) days after the final determination of the Board.
  - 2) The Clerk is unable to prepare typed transcripts. However, the Applicant, at the Applicant's own effort and expense, may arrange to have the hearing reported by a stenographer. If the Applicant desires to arrange for a stenographic reporter, the Applicant must notify the Clerk in writing at least ten (10) days before the hearing.
  - 3) Only the Clerk may certify that the transcript or record of the hearing is accurate and complete. If a stenographic reporter is present, the Board may designate the reporter's transcript as the official record upon being filed with the Board. Upon the deposit of reasonable costs of comparison, the Clerk will certify typed transcripts made from the tape recorded record, provided the request has been made within sixty (60) days after the final determination of the Board.
- K. Request for Findings of Fact Findings of fact are necessary for judicial (court) review of the decision. An Applicant or Authorized Agent may request findings by checking the appropriate box on the appeal application, or by submitting a separate request for findings to the Clerk of the Board. The Applicant or Authorized Agent must confirm the request for findings with the Clerk on the scheduled hearing date, prior to commencement of the hearing, and must pay the deposit as indicated in the County Fee Schedule (Mono County Code Section 16.0206). Note that besides the initial deposit, the final cost of findings of fact will include actual costs for transcription services plus attorney preparation fees.
  Completed findings will not be released to the requesting party until all fees have been

paid. The requesting party may abandon the request and waive the findings upon receiving oral notification of the decision.

**Note:** Parties to a hearing are <u>always</u> notified of the decision in their case in accordance with Rule VI, Section J, below and need not make any special request to receive such notification.

### IV. ASSESSMENT APPEAL HEARING

- A. **Legal Counsel** The Applicant and the Assessor may be represented by legal counsel. Individual deputies in the office of County Counsel may represent the Assessor and the Board, as long as the same deputy does not represent both parties.
- B. **Stipulations** No reduction of an assessment can be made unless the Applicant or Authorized Agent attends a hearing scheduled before the Board, and offers evidence under oath regarding the value of the property and answers all pertinent questions. An exception to this requirement is if a written stipulation is filed with the Board, signed by the Assessor and the Assessor's Counsel on behalf of the County and the Applicant or Authorized Agent making the application, which includes the full value and assessed value of the property and the facts upon which the reduction in value is premised. The Board may, at a public hearing:
  - Accept the stipulation, and thereby waive the appearance of the Applicant or Authorized Agent and change the assessed value in accordance with Section 1607 and 1610.8 or
  - 2) Reject the stipulation and schedule or reschedule the application for hearing.
  - 3) An Applicant who chooses to transmit a signed stipulation by email transmission must return the originally signed stipulation to the Clerk. If the Clerk does not receive the originally signed stipulation at least three (3) days prior to the scheduled hearing, the personal appearance of the Assessor and the Applicant or Authorized Agent may be required.
- C. Continuances At the hearing, during the presentation of evidence, the Board may continue the hearing to a later date upon its own motion or at the request of either party, provided that:
  - 1) If the request is made by a party, that party provides good cause, as determined by the Board based on the record, why a continuance should be granted;
  - 2) If the request is made by the Applicant, a 1604(c) Waiver Agreement is on file or filed by the Applicant;
  - 3) If the request is made by the Assessor and within 120 days from the expiration of the two-year deadline, the Applicant has a 1604(c) Waiver Agreement on file or waives the

two-year statute on the record before the Board;

- 4) If the continuance is based upon the Board's own motion and no 1604(c) Waiver Agreement is on file or filed by the Applicant, the hearing can be continued to specific designated date that is at least 60 days prior to the two-year statutory deadline for hearing appeals under Section 1604(c); and
- 5) The evidentiary portion of the hearing to be continued has not been concluded.

The Clerk shall inform the Applicant or the Applicant's agent and the Assessor in writing of the time and place of the continued hearing, not less than 10 days prior to the new hearing date, unless the parties agree in writing or on the record to waive written notice.

- D. **Presumptions and Burden of Proof** Property tax assessments, and some of the factual circumstances on which property tax assessments are based, carry certain legal presumptions determining the manner in which evidence is presented as well as the amount of evidence a party is required to present. The following presumptions are applicable to assessment appeals:
  - 1) Presumption of Correctness: Subject to exceptions set by law, it is presumed that the Assessor and all governmental employees have properly performed their duties. The effect of this presumption is to impose upon the Applicant the burden of proving that the value on the assessment roll is not correct, or where applicable, that the property in question has not been otherwise correctly assessed. The law requires that the Applicant present independent evidence relevant to the full value of the property or other issue presented by the application.
    - a) <u>Exceptions</u>: There is a rebuttable presumption in favor of the taxpayer or Applicant, such that the Assessor bears the burden of proof when the hearing involves:
      - (i) A penalty portion of an assessment.
      - (ii) The assessment of an owner-occupied single-family dwelling, defined by Revenue and Tax 167(c), or the appeal of an escape assessment, and the Applicant has filed an application that provides all of the information required in State Board Rule 305(c) and has supplied all information as required by law to the Assessor. With respect to escape assessments, the presumption in favor of the Applicant, does not apply to appeals resulting from situations where an Applicant failed to file a change in ownership statement, a business property statement, or to obtain a permit for new construction.
      - (iii) The Assessor proposes to introduce evidence to support a higher assessed value than the value on the roll, unless the Applicant has failed to supply all the information required by law to the Assessor.
    - b) <u>Presumption Is Not Evidence</u>: If the Applicant has presented evidence, and the Assessor has also presented evidence, then the Board must weigh all of the evidence to determine whether it has been established by a preponderance of the evidence that the Assessor's determination is incorrect. The presumption that the Assessor

has properly performed his or her duties is not evidence and shall not be considered by the Board in its deliberations.

- 2) <u>Purchase Price Presumption</u>: In hearings involving change in ownership, except as provided in section 110 of the Revenue and Taxation Code, the purchase price is rebuttably presumed to be the full cash value. The party seeking to rebut the presumption bears the burden of proof by a preponderance of the evidence.
- 3) <u>Base Year Value Presumptions</u>: There are a number of presumptions regarding the base year value of an assessed property. For a detailed explanation of these presumptions, please refer to Property Tax Rule 305.5.
- 4) Enforceable Restrictions Presumption: Pursuant to Section 402.1 of the Revenue and Taxation Code, the Board shall presume that zoning or other legal restrictions on the use of either the property sold or the property being valued will not be removed or substantially modified in the predictable future unless sufficient grounds as set forth in that section are presented to the Board to overcome that presumption.
- 5) <u>Presumptions Affecting Property Title</u>: Fee simple title is presumed to be intended to pass by a grant of real property, unless it appears from the grant that a lesser estate was intended. The owner of the legal title to property is presumed to be the owner of the full beneficial title and this presumption may be rebutted only by clear and convincing proof.
- 6) <u>Burden of Proof Standards</u>: Generally, the required standard of proof in hearings is proof by a preponderance of the evidence, meaning that on balance the evidence presented has more convincing force and a greater probability of truth than the evidence offered in opposition to it. However, there are certain property tax situations in which the higher standard of clear and convincing evidence is required, meaning that the evidence so clear as to leave no substantial doubt.
- E. **Open Hearings** Hearings shall be open, accessible, and audible to the public except that:
  - 1) Upon conclusion of the hearing, the Board may take the matter under submission and deliberate in private in reaching a decision, and
  - 2) The Board may grant a request by either party to close to the public a portion of the hearing relating to trade secrets. For purposes of this regulation, a "trade secret" is that information defined by section 3426.1 of the Civil Code. Such a request may be made by filing with the Clerk a declaration under penalty of perjury that evidence is to be presented by the party that relates to trade secrets whose disclosure to the public will be detrimental to the business interests of the owner of the trade secrets. The declaration shall state the estimated time it will take to present the evidence. Only evidence relating to the trade secrets may be presented during the time the hearing is closed, and such evidence shall be confidential unless otherwise agreed by the party to whom it relates.

F. **Bifurcated Hearings** An application may involve a legal issue(s) and a valuation issue(s). In those instances, the Board will hear any controlling legal issue(s) first. If a decision can be rendered at the end of the hearing on the legal issue(s) and if time permits, the Board may then hear the valuation issue(s) immediately after rendering its decision on the legal issue(s).

The parties can request that the hearing on the valuation issue be scheduled for hearing on another day if that request is received at least 20 days before the scheduled hearing on the legal issue. If neither party has requested that the valuation issue be scheduled for another date, the decision to proceed with the hearing will be at the sole discretion of the Board.

- G. **Order of Proceedings** A full and fair hearing shall be accorded the application. There shall be reasonable opportunity for the presentation of evidence, for cross-examination of all witnesses and materials proffered as evidence, for argument, and for rebuttal. However, the Board has the authority and discretion to determine points of law, admissibility of evidence and other issues relative to the hearing. Hearings on applications shall proceed as follows:
  - 1) <u>Calling of Cases</u>: The Chair shall announce the number of the Application and the name of the Applicant and invite the Applicant forward to begin the hearing.
  - 2) Failure to Appear: If the Applicant or Authorized Agent is not present, the Chair shall ascertain whether the Clerk has notified the Applicant of the time and place of hearing. If the notice has been given, the application shall be denied for lack of appearance. If the notice has not been given, the hearing shall be postponed to a later date and the Clerk directed to give proper notice of the new hearing date to the Applicant. A denial for lack of appearance by the Applicant is not a decision on the merits of the application and reconsideration of the denial may occur as provided in Local Rule V.B, below.
  - 3) Introduction to the Proceeding: If the Applicant is present, the Chair shall announce the nature of the application, the assessed value as it appears on the local roll, and the Applicant's opinion of the value of the property. The Chair shall then state the issues the Board has been requested to determine, inquire as to whether any agreements or stipulations have been agreed to by the parties, and briefly explain the hearing procedure to the parties. The parties will then be given the opportunity to ask any procedural questions.
  - 4) <u>Swearing of Witnesses:</u> The Clerk shall administer the oath to the parties and any other persons assembled to be called as witnesses. Where a witness objects to taking the oath, that witness may affirm that he or she will tell the truth, the whole truth, and nothing but the truth under the penalty of perjury.
  - 5) <u>Burden of Proof</u>: If there is any disagreement as to: 1) the issues before the Board, 2) which party has the burden of proof, or 3) any other legal issue that would affect the order or nature of the hearing, the Board shall give both parties the opportunity to

present legal argument and factual evidence *solely* in regard to that legal or procedural issue, which it shall decide based on the record before moving forward with the hearing to opening statements.

Opening Statements: Both parties shall have the opportunity to make an optional opening statement, the duration of which may be reasonably limited by the Board. Either party may waive this opportunity, but the Chair shall first offer the opportunity to the party with the burden of proof. The opening statement should briefly describe the property or properties that are the subject of the appeal and outline the facts that the party will demonstrate during its presentation of evidence. The opening statement is not evidence and should not include argument, but should merely be a brief preview of the party's presentation.

#### 7) Presentation of Evidence:

- a) Order of Presentation- For appeals where the Applicant has the burden of proof, the Board shall require the Applicant to present his or her evidence first. The Assessor and the Board may conduct a cross-examination after each piece of evidence or witness presented by the Applicant. When the Applicant is finished presenting evidence and all cross-examination has been conducted, the Board shall then determine whether the Applicant has presented sufficient evidence supporting his or her position. If the Applicant fails to present evidence sufficient to rebut the correctness of the assessed value, the Board will, at the request of the Assessor, dismiss the appeal without requiring the Assessor to provide evidence substantiating the assessed value. In the event the Applicant has presented sufficient evidence, the Board shall then require the Assessor to present his or her evidence and the Applicant and the Board may conduct a cross-examination after each piece of evidence or witness presented by Assessor. For appeals where the Assessor has the burden of proof, the order of presentation is reversed and if the Assessor fails to present evidence sufficient to rebut the presumption, the Board should rule in favor of the Applicant if there is substantial evidence in the record to support the Applicant's value.
- b) Admissibility of Evidence- Assessment appeal hearings are not conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. However it is in the best interests of the parties to be as concise as possible when presenting their evidence. Failure to enter a timely objection to evidence constitutes a waiver of that objection.
- c) <u>Presentation of Documentary Evidence</u>- The parties should introduce documents as evidence at the outset of their respective presentations by verbally identifying them for the record and then providing the Clerk with seven sets of all documents to be introduced.

- (i) The Clerk shall distribute one copy of each document or set of documents to each of the Board members, one copy to the Board's counsel, and two copies to the opposing party and shall keep one copy for the record.
- (ii) If a party fails to bring the required number of copies, the Chair may, on his or her own motion, postpone or continue the hearing or direct the Clerk to make additional copies at that party's expense. If the Chair chooses to postpone the hearing, said postponement shall constitute, for purposes of Rule III.C above, a request for postponement by the party failing to supply the required number of copies. If the Clerk is instead directed to make copies, she or he will collect the appropriate photocopying charges as set forth by applicable law prior to the admission of said documents as evidence.
- (iii) Each party will be given a reasonable opportunity to review and object to any document introduced as evidence prior to the Board's admission of the document into evidence.
- (iv) Once documentary evidence has been admitted, the opposing party and the Board shall have the opportunity to conduct a cross-examination in regard to that evidence.
- d) <u>Testimonial Evidence</u>- All testimony shall be taken under oath or affirmation. Once the party presenting evidence has directly examined a witness, the opposing party and the Board shall have the opportunity to cross-examine that witness before the presenting party calls another witness to testify. At the discretion of the Board, the presenting party may then conduct a redirect examination of the witness.
- e) <u>Evidence of Comparable Sales</u>- If the evidence includes data on sales of comparable properties, the data will be rejected unless the sales closed no more than 90 days after the valuation date. Applicants and Authorized Agents should be prepared to answer questions about the comparable properties.
- f) Written Opinions of Value- If any party intends to offer in evidence at the hearing a written opinion of value, including, but not limited to an appraisal report, that party shall cause the author of the written opinion of value or appraisal report, to be present at the hearing and to be available for cross examination by the other party and by members of the Board. Notwithstanding the foregoing, the parties may stipulate to the admissibility of the written opinion of value or appraisal report or portion thereof without the presence of the author.
- g) <u>Greater Than Roll Value</u>- When the Assessor requests the Board find a higher assessed value than he or she placed on the roll and offers evidence to support the higher value, the Chair shall determine whether or not the Assessor gave notice in writing to the Applicant by personal delivery or by deposit in the United States mail directed to the address given on the application. If notice and a copy of the evidence

- offered have been supplied at least 10 days prior to the hearing the Assessor may introduce such evidence at the hearing. The foregoing notice requirement shall not prohibit the Board from a finding of a higher assessed value when it has not been requested by the Assessor.
- h) <u>Qualifications of Assessor's Appraisers Presumed</u>- The Board hereby finds and declares that the Assessor's presentation of evidence to qualify the Assessor's appraisers as experts constitutes a waste of administrative resources. There shall be a rebuttable presumption that the Assessor's appraisers are qualified to render expert testimony concerning valuation issues.
- i) Receipt of Evidence Outside of Hearing- No member of the Board shall, after an Application for equalization has been filed with the county, solicit or receive evidence outside of the public hearing relating to said application or knowingly view the property that is the subject of the appeal. If a Board member has personal knowledge of a matter before the Board, other than the type which could lead to potential recusal or disqualification, then at the appropriate time during the hearing, the Board member shall publicly report such fact (e.g., knowledge of neighboring properties).
- 8) Closing and Rebuttal Arguments: After both parties have had an opportunity to present their cases and cross-examine each other's evidence, the evidentiary portion of the hearing is closed. The Board shall then allow both parties to present optional closing arguments, the duration of which may be reasonably limited by the Board. Either party may waive this opportunity, but the party with the burden of proof shall have the right to make a closing argument first. The opposing party shall then have the right to make a closing argument, to which the party with the burden of proof may make a rebuttal argument, not to exceed one minute unless otherwise allowed by the Board.
- H. **Decision Process** The Board must render a decision on each application over which it has jurisdiction after a properly conducted hearing on the matters in issue. Unless the hearing is bifurcated, the decision must dispose of all issues raised in the application that are within the jurisdiction of the Board. The Board shall provide to the Clerk such details as are necessary for the implementation of the Board's decision.
  - 1) Quorum and Vote Required: No hearing before the Board shall be held unless two members of the Board are present. A hearing must be held before the full Board if either the Applicant or the Assessor so demands. In any case wherein the hearing takes place before less than the full Board, the parties may stipulate that the absent member may read or otherwise familiarize himself or herself with the record and participate in the vote on the decision. No decision, determination, or order shall be made by the Board by an affirmative vote of less than two members of the Board. Except as otherwise provided herein, only those members who have been in attendance throughout the hearing may rule on the decision.

- 2) Appropriate Use of Valuation Methods: The goal of the Board is to make a determination of the full value of the property under appeal, or any other issue that is properly before the Board, or that is necessary to determine the full value of the property. Any valuation of property involves the following three fundamental considerations and must be supported by a preponderance of the evidence presented at the hearing:
  - a) Identification of the Appraisal Unit- The Board shall determine the classification, amount, and description of the property that is the subject of the hearing. An appraisal unit of property is a collection of assets that function together, and that persons in the marketplace commonly buy and sell as a single unit or that is normally valued in the marketplace separately from other property, or that is specifically designated as such by law. When an application for review includes only a portion of an appraisal unit, whether real property, personal property, or both, the Board may nevertheless determine the full value, classification, or other facts relating to other portions that have undergone a change in ownership, new construction or a change in value. Additionally, the Board shall determine the full value of the entire appraisal unit whenever that is necessary to the determination of the full value of any portion thereof.
  - b) <u>Defining Full Value</u>- Generally, the full value is equivalent to the fair market value, however there are some circumstances in which the Board is required to find a full value that is different from the fair market value.
  - c) <u>Determination of the Proper Appraisal Method</u>- The Board shall consider evidence of value derived by the use of any of the valuation methods described in the State Board Rules, but must determine the full value by using the appraisal method or methods most appropriate for the type of property in dispute. In addition, the Board must determine whether the method(s) used was (were) properly applied, considering the type of property assessed, governmentally imposed land use restrictions, and any recorded conservation easements as described in Civil Code section 815.1 et seq., by examining the factual data, the presumptions, and the estimates relied upon. The Board, the Applicant and appraisal witnesses shall be bound by the same principles of valuation that are legally applicable to the Assessor.
    - (i) <u>Comparative Sales Approach</u>- When valuing a property by comparison with sales of other properties, the Board shall consider only those sales that, in its judgment, involve properties similar in size, quality, age, condition, utility, amenities, site location, legally permitted use or other physical attributes to the property being valued. When valuing property for purposes of either the regular roll or the supplemental roll, the Board shall not consider a sale if it occurred more than ninety (90) days after the date for which the value is being estimated. The provisions for exclusion of any sale occurring more than 90 days after the valuation date do not apply to the sale of the subject property.

- 3) <u>Independent Valuation</u>: The Board is not required to choose between the opinions of value promoted by the parties to the appeal, but shall make its own determination of value based upon the evidence properly admitted at the hearing. The Board's authority to determine the full value of property or other issues is not predicated on the filing of an application nor limited by the Applicant's request for relief.
- 4) <u>Decision Based on Evidence</u>: The Board may act only upon the basis of proper evidence admitted into the record. Board members may not act or decide an application based upon consideration of prior knowledge of the subject property, information presented outside of the hearing, or personal research. In weighing evidence, the Board shall apply the same evidentiary standard to the testimony and documentary evidence presented by the Applicant and the Assessor. No greater relief may be granted than is justified by the evidence produced during the hearing.
- 5) Impact of Application Denial: A motion and order to deny an application for reduction in an assessment or any portion thereof, because of the nonappearance of the Applicant or Authorized Agent at the pre-hearing or at the hearing or because of the Applicant's failure to carry his burden of proof, shall be deemed to be a determination or finding that the full value of the property which is the subject of the application or part thereof is as determined by the Assessor and further that the assessed value of said property shall remain as set forth on the assessment roll of the County.

## V. AFTER THE APPEAL HEARING

- A. **Notice of Decision** The Board may announce its decision to the parties at the conclusion of the hearing, or it may take the matter under submission. The decision becomes final when:
  - 1) The vote is entered into the record at the conclusion of the hearing provided no findings of fact are requested by either party, and all parties are present at the hearing or the hearing is subject to stipulation by both parties. The Board may provide a written notice of the decision.
  - 2) A written notice of the decision is issued provided no findings of fact are requested by either party, and the decision is taken under submission by the Board at the conclusion of the hearing. The Board shall issue a written notice of the decision no later than 120 days after the conclusion of the hearing. The Clerk shall notify the Applicant in writing of the decision of the Board by United States mail addressed to the Applicant or Authorized Agent at the address given in the application.
  - 3) A written notice of the decision is issued or the findings of fact are issued, whichever is earlier, provided findings of fact are requested. The Board shall issue a written notice of

the decision no later than 120 days after the conclusion of the hearing. If so requested by an Applicant or an Applicant's agent, the determination shall become final upon issuance of the findings of fact which the Board shall issue no later than 180 days after the conclusion of the hearing. Such a request must be made by the Applicant or the Applicant's agent prior to or at the conclusion of the hearing. If the conclusion of the hearing is within 180 days of the expiration of the two-year period specified in section 1604 of the Revenue and Taxation Code, the Applicant shall agree in writing to extend the two-year period. The extension shall be for a period equal to 180 days from the date of the conclusion of the hearing.

- B. **Reconsideration & Rehearing** The decision of the Board upon an application is final. The Board shall not rehear or reconsider an application or modify a decision, except as hereinafter provided:
  - 1) <u>Clerical Error</u>- The Board may modify a decision which contains a ministerial clerical error. In these instances, the Clerk shall provide a summary of the error and a recommendation for correction to the Board who originally decided the application in question.
  - 2) <u>Lack of Appearance Reconsideration</u>- In addition, the Board may reconsider an application denied solely because of the nonappearance of the Applicant at the scheduled hearing, if the Applicant:
    - a) files a <u>completed</u> "Request for Reconsideration of Assessment Appeal" form, available on the Clerk's website, with the Clerk within thirty (30) days from the date of mailing of notification of denial due to nonappearance; and
    - b) furnishes evidence establishing, to the satisfaction of the Board, excusable good cause for the failure to appear or to make a timely request for postponement.

Upon the filing of a complete and timely "Request for Reconsideration of Assessment Appeal" form, the Clerk shall set the matter for Hearing <u>solely on the question of excuse for lack of appearance</u>. If the lack of appearance is found to be the result of unforeseen and compelling circumstances arising in such a manner as to make a timely request for postponement impossible or impracticable, the request for reinstatement will be granted and the application will be rescheduled for a hearing on the merits.

Applicants who fail to request reconsideration within the period set, or whose requests for reconsideration are denied, may refile an assessment appeal of the base year value during the next regular filing period in accordance with Revenue and Taxation Code section 80.

C. **Judicial Review** Judicial review of the decisions of the Board may be sought by means of a suit for refund of property taxes erroneously or illegally collected brought under Revenue and Taxation Code Sections 5141-5142.

- 1) In order to seek review of a Board decision, it is necessary to obtain findings of fact from the Board (as provided in Rule 3K) and to make a request in writing for a copy of the tape recorded transcript of proceedings within sixty (60) days of the date of decision (Revenue and Taxation Section 1610). Upon the deposit of reasonable costs, the Clerk will arrange for a transcript to be created and certify typed transcripts made from the tape recorded record.
- 2) If the Applicant has not filed a claim for refund of taxes as part of the assessment appeal, the Applicant is required to file a claim for property tax refund with the Board of Supervisors of the County of Mono under the provisions of Revenue and Taxation Code section 5097. This section requires that a person seeking a tax refund submit a claim, verified under oath, the facts of the dispute with the County and the amount of taxes sought to be refunded.
- 3) Upon rejection of the claim by action of the Board of Supervisors or upon denial of the assessment appeal (if the refund claim is filed as part of the assessment appeal), the Applicant has a period of six (6) months to file a suit for refund of taxes in the Mono County Superior Court.
- 4) Because of the legal requirements that must be satisfied in order to successfully pursue a property tax refund suit, Applicants contemplating suit should promptly seek competent professional legal advice.
- D. **Retention of Records** Assessment appeals records, including applications and related documents, will be retained for no less than five years after final decision by the Board.

# **APPENDIX A**

Sample Motion Papers

1	[Name]		
2	[Title] [Address]		
3	[Telephone] [Email]		
4			
5	ASSESSMENT APPEALS BOARD		
6	COUNTY OF MONO, STATE OF CALIFORNIA		
7 8	APPLICATION FOR CHANGED ASSESSMENT FOR THE 2020 (UN)SECURED TAX ROLL	) APPLICATION NO. 20 ) )	
9	APN:	) NOTICE OF APPLICANT'S MOTION FOR )	
10	v.	) )	
11	APPLICANT,	<ul><li>) Appeal Hearing Date:</li><li>) Appeal Hearing Time:</li><li>) Appeal Hearing Location:</li></ul>	
12	[NAME]	) Appeal Hearing Location: )	
13		)	
14	To [ASSESSOR] and his/her attorney of record, YOU ARE HEREBY NOTIFIED THAT		
15	on [DATE] at [TIME] in [address of location] Applicant [NAME] will move the Assessment		
16	Appeals Board for[specific order]		
17			
18			
19	[SIGNATURE & DATE]		
20			
21			
22			
23			
24			
25			
26			
27			
28	NOTICE O	F MOTION	

1	[Name] [Title]		
2	[Address] [Telephone]		
3	[Email]		
4			
5	ASSESSMENT APPEALS BOARD		
6	COUNTY OF MONO, STATE OF CALIFORNIA		
7 8	APPLICATION FOR CHANGED ASSESSMENT FOR THE 2020 (UN)SECURED TAX ROLL	) APPLICATION NO. 20 ) )	
9	APN:	) APPLICANT'S MOTION FOR)	
10	v.	) ) Appeal Hearing Date:	
11	APPLICANT,	) Appeal Hearing Time: ) Appeal Hearing Location:	
12	[NAME]	) )	
13			
14	Applicant [NAME] hereby requests[	specific order] on the basis that[insert	
15	grounds for order to be issued] This motion is based on this Motion, the Notice of Motion,		
16	the Memorandum of Points and Authorities in Support thereof, and [insert title of any other		
17	specific evidence, i.e. declarations etc.].		
18			
19	[SIGNATURE & DATE]		
20			
21			
22			
23			
24			
25			
26			
27			
28	APPLICANT'S MOTIO	N FOR	

1	[Name]		
2	[Title] [Address]		
3	[Telephone] [Email]		
4			
5	ASSESSMENT A	PPEALS BOARD	
6	COUNTY OF MONO, STATE OF CALIFORNIA		
7 8	APPLICATION FOR CHANGED ASSESSMENT FOR THE 2020 (UN)SECURED TAX ROLL	) APPLICATION NO. 20 )	
9	APN:	) POINTS AND AUTHORITIES IN SUPPORT ) OF APPLICANT'S MOTION FOR	
10	v.	) )	
11	APPLICANT,	) Appeal Hearing Date: ) Appeal Hearing Time: ) Appeal Hearing Location:	
12	[NAME]	) Appeal Hearing Location:	
13		) —————————————————————————————————————	
14	I. Introduction		
15	II. Statement of Facts		
16	III. Discussion		
17	IV. Conclusion		
18			
19			
20	[SIGNATURE & DATE]		
21			
22			
23			
24			
25			
26			
27			
28	POINTS & AUTHORITIES IN SUPPORT OF A	APPLICANT'S MOTION FOR	

1 2 3	[Name] [Title] [Address] [Telephone] [Email]		
4			
5		ASSESSMENT A	APPEALS BOARD
6	COUNTY OF MONO, STATE OF CALIFORNIA		
7 8	APPLICATION FO ASSESSMENT FO (UN)SECURED TA	OR CHANGED R THE 2020 AX ROLL	) APPLICATION NO. 20)
9 10	APN:v.		) APPLICANT'S OPPOSITION ) MEMORANDUM TO ASSESSOR'S MOTION ) FOR
10	APPLICANT,		) ) ) Appeal Hearing Date:
12	[NAME]		<ul><li>) Appeal Hearing Date:</li><li>) Appeal Hearing Time:</li><li>) Appeal Hearing Location:</li></ul>
13	[2.4.22.22]		_)
14	I.	Introduction	
15	II.	Statement of Facts	
16	III.	Discussion	
17	IV.	Conclusion	
18			
19			
20	[SIGNATURE & D	ATE]	
21			
22			
23			
<ul><li>24</li><li>25</li></ul>			
26 26			
27			
28		Opposition to Assess to	Morroy Fon
		OPPOSITION TO ASSESSOR'S	S MOTION FOR

1	[Name]		
2	[Title] [Address]		
3	[Telephone] [Email]		
4			
5	ASSESSMENT APPEALS BOARD		
6	COUNTY OF MONO, STATE OF CALIFORNIA		
7 8	APPLICATION FOR CHANGED ASSESSMENT FOR THE 2020 (UN)SECURED TAX ROLL	) APPLICATION NO. 20 ) )	
9	APN:	) REPLY MEMORANDUM IN SUPPORT OF ) APPLICANT'S MOTION FOR	
10	v.	)	
11	APPLICANT,	Appeal Hearing Date: Appeal Hearing Time: Appeal Hearing Location:	
12	[NAME]	Appear Hearing Location:	
13		)	
14	I. Introduction		
15	II. Statement of Facts		
16	III. Discussion		
17	IV. Conclusion		
18			
19			
20	[SIGNATURE & DATE]		
21			
22			
23			
24			
25			
26			
<ul><li>27</li><li>28</li></ul>			
20	REPLY MEMORANDUM IN SUPPORT OF A	PPLICANT'S MOTION FOR	

## REGULAR AGENDA REQUEST

Print

MEETING DATE August 21, 2012 DEPARTMENT Public Works - Facilities Division

ADDITIONAL Building

**DEPARTMENTS** 

TIME 20 minutes PERSONS Rita Sherman

REQUIRED APPEARING

SUBJECT Old Sheriff Substation Property BOARD

#### **AGENDA DESCRIPTION:**

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

Old Sheriff Substation Property.

#### RECOMMENDED ACTION:

Receive staff report on the cost to develop the Old Sheriff Substation into a living quarters and museum for the current occupant Jim Ouimet, Mammoth Dog Team. Provide direction to staff as desired.

#### **FISCAL IMPACT:**

Fiscal impact in the form of both revenue and expenses will be determined by any future construction and or leases entered into for the substation property.

**CONTACT NAME:** Rit Sherman

PHONE/EMAIL: 760-932-5415 / rsherman@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

#### 

History		
Time	Who	Approval
8/8/2012 7:27 AM	County Administrative Office	Yes
8/13/2012 3:19 PM	County Counsel	Yes
8/8/2012 1:53 PM	Finance	Yes



## **COUNTY OF MONO**

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517 (760) 932-5415 • FAX (760) 932-5411 rsherman@mono.ca.gov

James Arkens County Administrative Officer

Rita Sherman Director of Facilities

Date:

August 21, 2012

To:

Honorable Chair and Members of the Board of Supervisors

From: Rita Sherman, Director of Facilities

Re:

Old Sheriff's Substation Property

#### Recommended Action:

Receive staff report describing the option at the Old Sheriff's Substation at 1311 Substation Road near Mammoth Lakes to develop a living guarters and museum for current occupant. Provide any desired direction to staff.

#### Fiscal Impact:

Fiscal impact in the form of both revenue and expenses will be determined by any future construction and or leases entered into for the substation property.

#### Background:

The Old Sheriff's Substation property (substation) is located at 1311 Substation Road. approximately

1.3 miles southeast of the intersection of US 395 and SR 203 near Mammoth Lakes. The majority of this property (3 acres) was acquired by Mono County in 1961 from the State of California, while the remaining 0.3 acres was acquired from the City of Los Angeles in 1968. The septic system is located on-site and the adjacent property licensed by LADWP for septic leach field only.

In the past, the property has been utilized as a sheriff's substation and other County offices. With the exception of outside storage space for Public Works' Road Division, Mono County vacated the building in 1993 when substation operations were transferred to Crowley Lake and other County offices were relocated to lease space in Mammoth Lakes. Public Works Road Division still occupies a portion of the property for road operations. A site plan of the facility and floor plan of the substation structure are included with this staff report.

On January 19, 2010 the Public Works Department presented to the Board of Supervisors other potential uses of the substation property. (Attached) The memorandum was developed as a joint effort of staff from County offices of County Counsel, Planning Division, Building Division, Environmental Health, and Public Works.

The Facilities Department has put together the requested information. We acquired estimates to remodel the site and because the building will be occupied the current building codes will apply to any changes. We have an estimate of approximately \$469,392.00 to remodel the building. We had conflicting reports on the system to get the water to the building. In the attached documents please see the 2-1-2012 invoice in which the contractor spent 25 hours and recommended to staff the whole system be replaced. Staff decided to put a pressure tank and hose bib at the well so there would be water available on the property at a cost of approximately \$3000.00. This contractor now says that the pipe was merely frozen. I now question the work and recommendation made by this contractor. We are working on reconnecting up the system. We had the well analyzed and the flow rate is 4 gallons per minute plus the water is not potable. It is recommended that the well be replaced. An approximate cost would be \$55,000 depending on the depth of the well. The septic system was not working. We had it tested and after changing the pump it is now leaching properly to the licensed LADWP property across the street. This estimate does not include upgrading electrical to the property, landscaping or fencing on the property.

LADWP is also reevaluating their position on the use of the property and the water rights (attached). We are working with them and will submit to them what we intend to do on the property as it is determined by the Board.

Respectfully submitted,

Rita Sherman

Attached:
Direction memo
Site map
2010 agenda item
Current project estimates
LADWP letter

#### **Rita Sherman**

From:

Jim Arkens

Sent:

Wednesday, May 09, 2012 11:42 AM

To:

Rita Sherman

Subject:

FW: Re: Dog Sleds Operation

From: Larry Johnston

**Sent:** Wednesday, May 09, 2012 10:48 AM

To: Jim Arkens Cc: Byng Hunt

Subject: Re: Dog Sleds Operation

Jim-

I've been talking to some people on how to help sustain the dog sled operation.

Here are some thoughts:

First, we get the scoop on the water /sewer.... Re-test the well water/ filter or treat the well water as needed/utilize the existing sewage system if at all possible.

Second, we complete the costs estimates and create a modest caretaker living unit(on the west part), a storage area /dog sled private office area (in the old jail part/minimal improvements), and a museum area on the east part (minimize costs/e.g. utilize ADA equipped outside portable toilet instead of complete inside ADA restroom; paint a HC parking space and stick up a sign, etc.). Treat this upgrade similar to a "limited density development" site for building permit purposes, e.g. don't put in fire sprinklers in the museum; make it safe but it doesn't need to be perfect. This is a dog sled operation not a Taj Mahal.

Third, we (and the PC) modify the use permit and lease to eliminate all unnecessary requirements, structures, driveways, fences, etc.

Forth, we contract with the dog sled business to be a caretaker for our property there... equal or thereabouts to the rent we charge. They are already doing this to some extent as we have structures, equipment and materials on-site.

Rehab funding would come from our housing funds; btw, there are no federal/state strings attached to this funding.

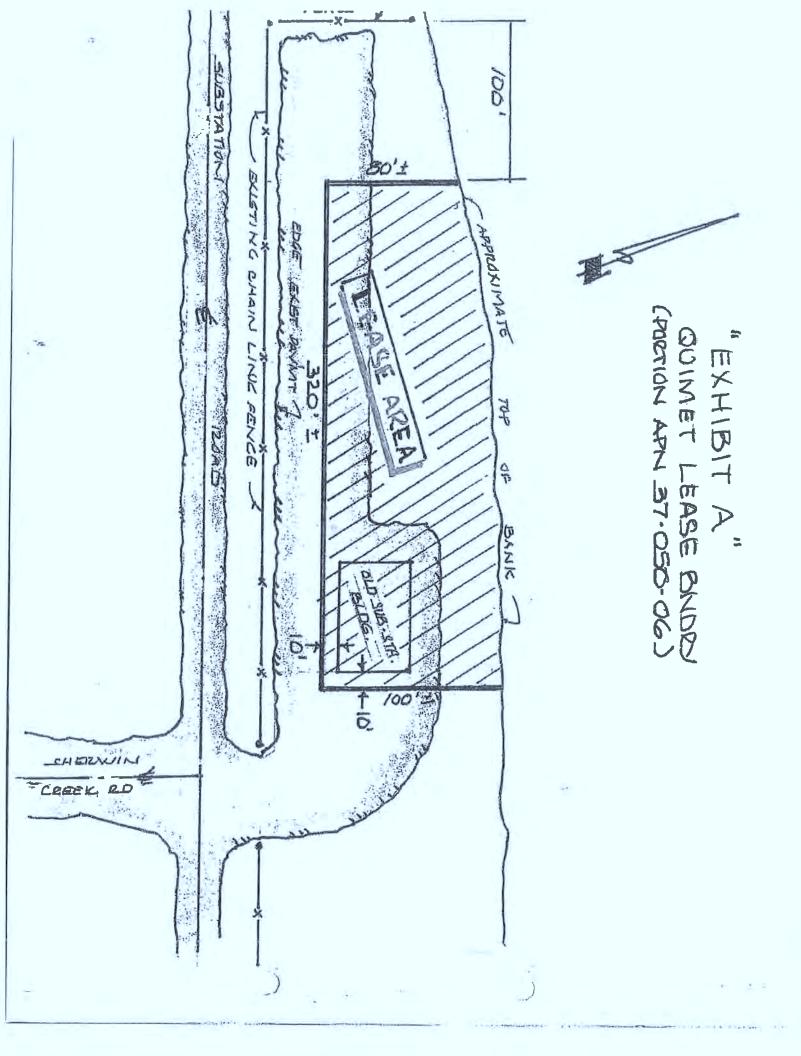
Do you know the status of Rita/Joe's review of this?

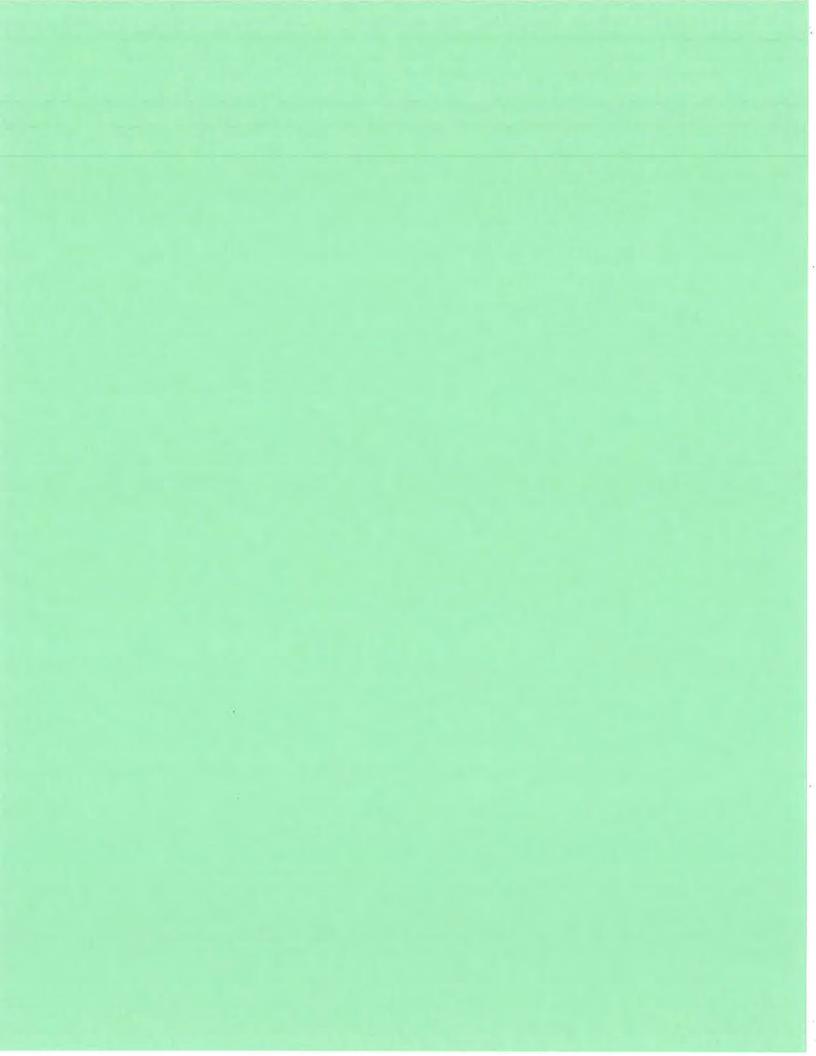
This is a good thing; we should get it done... target should be this fall in my opinion.

Thanks,

Larry











### REGULAR AGENDA REQUEST

**MEETING DATE** 

January 19, 2010

**DEPARTMENT** 

Public Works

**ADDITIONAL** 

County Counsel, Community Development, Environmental Health

**DEPARTMENTS** 

TIME REQUIRED 30 minutes

**PERSONS** 

Kelly Garcia

**SUBJECT** 

Old Sheriff's Substation Property

**APPEARING BEFORE THE** 

Lease

BOARD

#### **AGENDA DESCRIPTION:**

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

Receive presentation regarding leasing options for the Old Sheriff's Substation property near Mammoth Lakes. Provide any desired direction to staff.

#### **RECOMMENDED ACTION:**

Receive staff report describing lease options at the Old Sheriff's Substation at 1311 Substation Road near Mammoth Lakes. Provide any desired direction to staff.

#### **FISCAL IMPACT:**

None.

**CONTACT NAME:** Kelly Garcia

PHONE/EMAIL: 760.932.5446 / kgarcia@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

Exhibit 3 - Site Photos

Exhibit 5 - Summary Matrix

Exhibit 4 - Lease Options

History
Time
Who Approval
County Administrative Office
County Counsel
Finance

Novusolutions
Copyright 2001-2007



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

Post Office Box 457 • 74 North School Street • Bridgeport, California 93517 760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Evan Nikirk, PE Director Assistant Directors: Kelly Garcia, PE Jeff Walters

**Date:** January 19, 2010

To: Honorable Chair and Members of the Board of Supervisors

From: Kelly Garcia, Assistant Director of Public Works

Re: Old Sheriff's Substation Property Lease

#### **Recommended Action:**

Receive staff report describing lease options at the Old Sheriff's Substation at 1311 Substation Road near Mammoth Lakes. Provide any desired direction to staff.

#### **Fiscal Impact:**

Fiscal impact in the form of both revenue and expenses will be determined by specifics of any future lease entered into for the substation property.

#### Background:

The Old Sheriff's Substation property (substation) is located at 1311 Substation Road, approximately 1.3 miles southeast of the intersection of US 395 and SR 203 near Mammoth Lakes. The majority of this property (3 acres) was acquired by Mono County in 1961 from the State of California, while the remaining 0.3 acres was acquired from the City of Los Angeles in 1968. The septic system is located off-site on adjacent property leased from LADWP.

In the past, the property has been utilized as a sheriff's substation and other County offices. With the exception of outside storage space for Public Works' Road Division, Mono County vacated the site in 1993 when substation operations were transferred to Crowley Lake and other County offices were relocated to lease space in Mammoth Lakes. A site plan of the facility, floor plan of the substation structure, and photographs of the exterior are included with this staff report as Exhibits 1, 2 and 3, respectively.

On November 18, 2003, Mono County entered into a five-year lease with Jim Ouimet, owner of Mammoth Dog Teams (MDT). The lease provided for MDT to use outdoor spaces at the substation for \$500 per month, and required MDT to repair and paint the exterior of the building and to clean up debris and waste. The lease authorized use of the interior of the structure only upon improvements to the structure being made by MDT and subsequent approval by various County departments. No public use of the site was authorized by the lease. The lease expired November 30, 2008. In conjunction with the property lease, Mono County issued a Conditional Use Permit (CUP) which allowed the MDT use at the site. During the term of the lease there were issues with compliance both with the lease and with the CUP. This CUP remains in effect but will require modification and consideration by the Planning Commission for future use by MDT or another lessee.

On September 8, 2009, the Board of Supervisors directed the Department of Public Works to research potential uses of the substation property, including continued use under a new lease with MDT, as well as other alternatives. The attached memorandum (Exhibit 4) was developed as a joint effort of staff from County offices of County Counsel, Planning Division, Building Division,

Environmental Health, and Public Works. In addition, the matrix provided as Exhibit 5 summarizes the results of that effort with respect to short-term lease options.

The building was originally constructed in the early 1960s and is approaching 50 years in age. Maintenance of the building has been extremely limited since it was vacated by the County. The alternatives explored range from minimal exterior use (Alternative #1) to full use of the exterior and interior (Alternative 7). Alternative 8 explores shared use of the facility and a longer term of lease, while Alternative 9 explores sale or trade of the property. No structural or seismic evaluation has been performed.

At a minimum, as reflected in Alternatives #1 and #2, toilet and hand washing facilities must be provided for lessee employees. Continued use of the existing water and septic systems will require a small chlorinator be installed to remove bacteria in the water and the septic system will need to be recertified. Otherwise, self-contained or portable systems can be utilized. Regardless of the use, repairs are necessary to the electrical service and subpanel. Exterior ADA improvements (restroom and accessible parking and walks) are necessary if the public is allowed access to the site (Alternative #3).

Alternatives #4, #5, #6, and #7 presume use of the building beyond the small storage area used by MDT. Expanded use of the building will require a hazardous material survey and abatement, construction of walls/doors to partition building, plumbing repairs, smoke alarm and exit signage repairs, and roof repairs. Allowing the public to access the building would trigger ADA upgrades, including but not limited to accessible restrooms, ramps, signage, countertops and locksets. Residential use of the building would require significant improvements to bring the building up to current code for residential use.

Alternative #8 explores lease possibilities beyond MDT. Regardless of whether a future lease is with MDT or another entity, the availability of the site must be advertised and proposals and/or competitive bids solicited if the County chooses to continue leasing the site. During the solicitation associated with the previous MDT lease, only one other proposal was received, that from a travel trailer rental company seeking outdoor storage space. Public Works is not aware of any potential lessees, besides MDT, who would be interested in the site as they have not contacted Public Works and calls to the local industrial park have not indicated any needs they could not accommodate.

Solicitation for a longer-term lease has not occurred in the past and may provide opportunities for lessees with long-range plans. Again, however, Public Works is not aware of any such interest in the site. Considering the improvements necessary to bring the building up to code, along with the difficulties in providing potable water and the off-site location of the septic system, it would be problematic to assure the long-term habitability of the site.

As mentioned above, MDT currently pays \$500 per month for use of the site. Potential income associated with a new lease, either with MDT or another lessee, is dependent upon the extent of the facility utilized and opportunities for the lessee to maintain and/or improve the facility.

Alternative #9 anticipates sale or exchange of the property. A current appraisal value has not been obtained. As mentioned above, Public Works' Road Division currently uses the site to store equipment and cinders. The substation is the only site within or near the Town of Mammoth Lakes which provides storage capabilities for the County. With the anticipated demolition of the Mono General Hospital facility in Bridgeport, it is anticipated that alternative storage locations may be needed, particularly for elections equipment and printed tourism brochures/calendars.

Prior to the 2003 lease with MDT, the substation site and the structure were subject to vandalism. Since that time, vandalism has been curbed. If a presence at the site is not continued, additional fencing should be installed to limit access.

Based upon the above discussion, it is Public Works' recommendation that the site continue to be leased on a short-term (five-year) basis. Limiting the lease space to the exterior of the building and the small storage area currently in use by MDT as proposed in Alternatives #1 through #3 keeps a presence on the site and would give the County an opportunity to utilize the building for its own needs. If the new lessee desires public access to the site, their lease could also include terms for ADA improvements.

Regardless of the decision made by the Board of Supervisors, electrical repairs should be made in the near future. Also, any lease of the property should be regularly inspected to ensure compliance with the provisions of both the Conditional Use Permit and the lease.

Respectfully submitted,

Kelly Garcia

Assistant Director

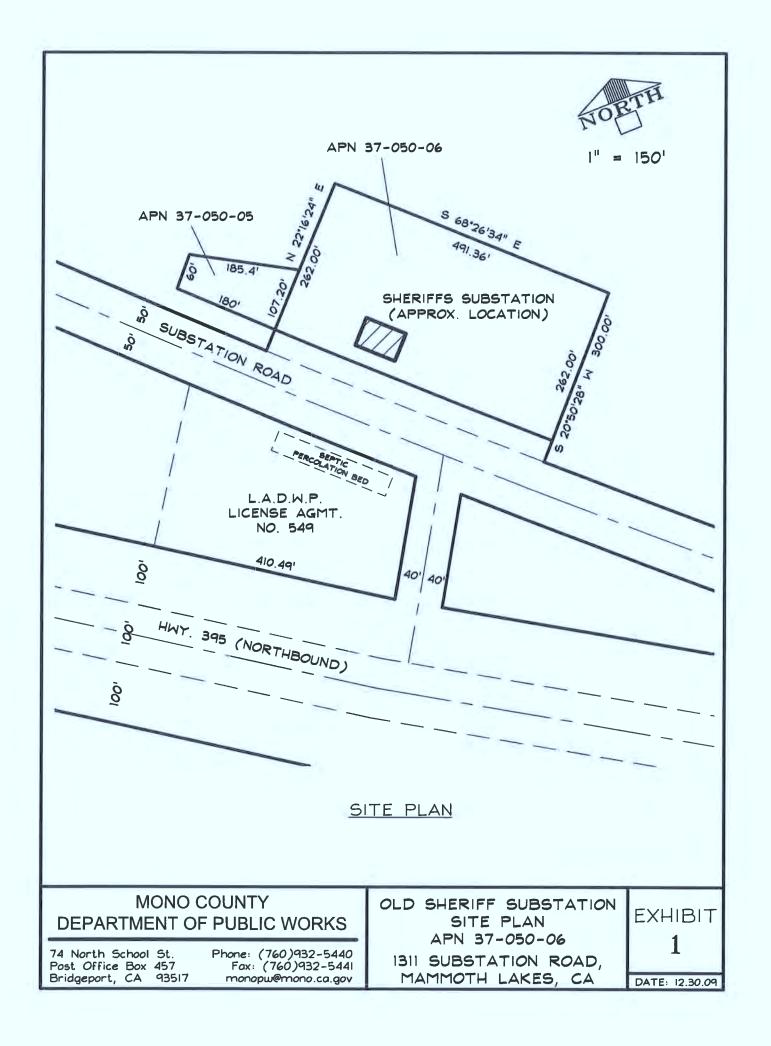
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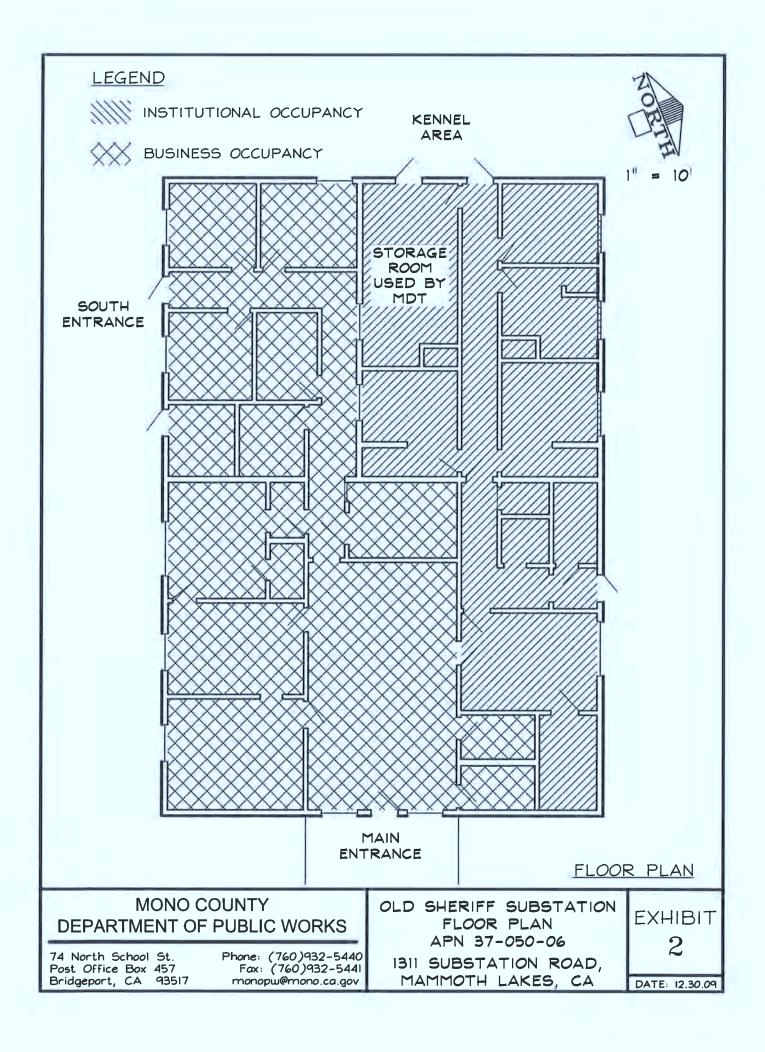
Attachments: Exhibit 1 – Site Plan

Exhibit 2 – Floor Plan Exhibit 3 – Photographs

Exhibit 4 - Memorandum of Lease Options

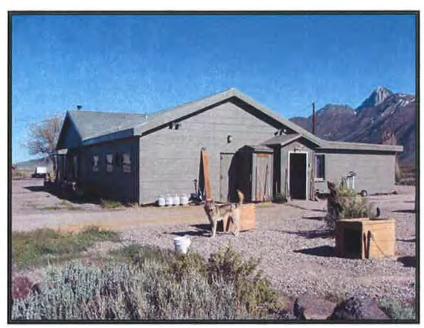
Exhibit 5 – Summary Matrix





## **EXHIBIT 3**

## MONO COUNTY OLD SHERIFF'S SUBSTATION STRUCTURE PHOTOGRAPHS 06.06.08



Looking southeasterly



Looking northeasterly



Looking southwesterly

## **EXHIBIT 4**



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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Assistant Directors: Kelly Garcia, PE Jeff Walters

## **MEMORANDUM**

To: Honorable Board of Supervisors

From: Kelly Garcia, Assistant Public Works Director

Date: January 19, 2010

Re: Lease Options for Mammoth Dog Team and Other Alternatives

This memo evaluates potential uses of the Old Sheriff's Substation (Substation) property, including continued use under a new lease with Mammoth Dog Teams (MDT) or another tenant, as well as other alternatives. The options available are highly dependent on market forces such as the needs of parties interested in utilizing the site and their resources for improving the facility. In order to develop scenarios of use, assumptions were made relative to potential lessees and their needs. Even so, available alternatives are highly variable and this memo can only provide generalizations of the potential uses and facility upgrades necessary for different levels of use at the property.

**Mono County as Lessor:** Leasing of the property is limited by three factors, including lease options legally available to the County, land use regulations dictated by the Mono County General Plan, and the requirements of applicable Mono County and California codes, statutes, and regulations. The County can lease the property in the following manners:

- Under a non-renewable lease not exceeding ten years in duration and having an estimated monthly rent not exceeding \$10,000;
- Under a lease for any term which may be renewable but must be entered into with the highest bidder after a call for bids; or,
- Under a lease for the term of up to 99 years for the purposes of cultural, residential, commercial, or industrial use or development following adoption of an ordinance authorizing the lease and containing certain findings. The lease can be solicited by competitive bid or, if approved by 4/5ths vote of the Board of Supervisors, pursuant to a request for proposals.

Land Use: While County land use regulations list specific uses for the property, "other uses permitted by the public landowner" are also allowed. The primary planning focus for the area is maintaining scenic integrity. Previous uses in the vicinity of the Substation have included those that were effectively screened from the primary travel corridors and future uses could undertake similar measures. Another County goal is to localize business activity within the

primary developed areas of the County and use of the Substation could increase traffic outside of those areas, although it would not likely do so in any significant manner.

The anticipated continued use of portions of the Substation property by Mono County Public Works, including storage of road cinders and equipment, should be formalized by Use Permit. It should also be noted that use of portions of the property by Public Works has the potential to impact other uses of the Substation property.

**Building Codes:** The Substation building is currently classified as I-3 (facilities for restrained individuals) and B (business) occupancy. Any change in occupancy classification of either area of the building would require upgrading the building to current building code requirements of the proposed occupancy. It is assumed that there will be no use of the I-3 occupancy by lessees.

Potential uses fitting within the existing B occupancy class (business) and in agreement with the Mono County General Plan include:

- Animal hospitals, kennels, & pounds
- Civic administration
- Post-high school educational
- Electronic data processing

- Training and skill development not within a school
- Laboratories
- Radio and television stations

Other potential occupancies in agreement with the General Plan are found in occupancy classifications A (assembly) and R (residential). As mentioned above, changing the building occupancy to these classifications would require an upgrade of the building to current building code standards. Potential occupancies include:

- Places of religious worship
- Community halls
- Dance halls
- Exhibition halls
- Lecture halls

- Museums
- Efficiency dwelling units
- Congregate living facilities
- Other residential

The building could potentially be used for storage, as a change in occupancy to S (storage) would not likely create significant code changes. A commercial storage facility is not in agreement with the General Plan, although it may be possible to designate storage occupancy for portions or the entirety of the building if the storage use was connected to a public facility or an allowed use.

The Planning Division has determined the existing Conditional Use Permit could be modified for continued use of the site by MDT, subject to approval by the Planning Commission. Some level of review pursuant to CEQA would need to accompany the lease (most likely in conjunction with the issuance of the CUP).

**Utilities:** Regardless of the ultimate use, if Mono County leases the property, it will be necessary to have power, water and sewer facilities on site. The degree of improvements necessary to existing systems depends upon the level of use. The following discussion addresses the improvements or conditions necessary to provide these facilities.

Use of the site by a business requires that potable water and sanitary facilities be available for use by employees and the public. Water is provided to the site via a well. Recent tests of the water system revealed the presence of bacteria. Historically, there has been poor water quality at the site, including the presence of bacteria and arsenic. The system has frequently been found non-compliant with California's Safe Drinking Water Act (CSDWA). The Health Department has also expressed concerns about the levels of fluoride and nitrates in the system.

When used by a limited number of employees and the public, the water system can be classified as "transient, non-community". While a potable system is required, there is an exemption which allows for the system to exceed safe drinking water standards, as long as there is no bacteriological contamination and hand washing is the only human consumption. Drinking water would be provided by other means, such as bottled water. At a minimum, the existing water system will have to be treated for bacteria. This can be accomplished by installation of a chlorinator, which is estimated at approximately \$3,000.

A more intensive use of the site or human consumption beyond simply hand washing (e.g., food preparation or showering) would require that the water quality meet CSDWA standards. This would require complex and expensive water treatment.

A septic system is currently in place to serve the site. The system is located on adjacent property leased to Mono County by the Los Angeles Department of Water and Power (LADWP). The current five-year lease is set to expire March 31, 2010. The lease was originally instituted to provide a leach field for the Substation. Contact has been made with the LADWP Real Estate Division in an attempt to determine if LADWP would oppose use of the facility by others. The Health Department would require certification of the septic be reissued prior to a new lease for the Substation property and that a Health Department representative be present during the certification inspection. Any connections to the existing septic system, such as an RV, will be required to be hard-piped.

The current electrical service to the site is non-compliant. It will be necessary to resolve issues with both the service disconnect and secondary service prior to lease of the property. Public Works currently has licensed electricians on staff who could provide the labor for these improvements. The material cost is estimated at \$2,000 or less. The electrical connection would need to be approved by the local utility company. The original MDT Use Permit had required undergrounding of certain wires (see section entitled *CUP*) but it does not appear this condition has been met.

**Building Envelope:** The Substation was constructed in the early 1960s and is approaching nearly 50 years in age. Although MDT did paint the exterior and repair broken windows approximately five years ago, maintenance of the facility has been extremely limited since it was abandoned by Mono County in 1993. The overall condition of the building, including structural integrity, is uncertain. While no significant water damage has been noted, it is reasonable to assume the need for roof repairs, particularly on the flat portion, if the building is put into service.

Considering the age of the building, it is likely that it was constructed utilizing materials containing lead and/or asbestos. Before any modification or remodel of the building, it should be surveyed for both of these materials. Their presence could significantly increase costs associated with future use.

The following options for use of the Substation property identify required upgrades and conditions for use. All alternatives except #8 and #9 are assumed to be short-term leases of 10 years or less.

ALTERNATIVE #1: Lease for Exterior Use of Building Only, No Public Visitation: This option is limited to use of the exterior of the building, including the existing kennel area, and placement of a single recreational vehicle (RV) to allow for a MDT (or other lessee) employee to be present 24 hours a day, 7 days a week. MDT owner, Jim Ouimet, believes an around-the-clock presence is necessary for his operation. Exterior use shall be defined to exclude areas in use by the County and areas that may be used by the County or others in the future. There will be no public visitation.

The RV will either be self-contained or connect to the existing septic, water, and power systems available on-site. Power could be provided by an alternative independent source (e.g., solar or generator), but repairs are still necessary to the existing system. If self-contained, the RV would need to fill water tanks and dump sewage at an off-site dump station. Free dump stations are available at the US Forest Service Shady Rest campground (seasonally) and the Town of Mammoth Lakes Industrial Park site (year-round).

If MDT (or other tenant) determines that an around-the-clock presence is unnecessary and opts to not place an RV on-site, toilet with hand-washing facilities must still be provided for employees and/or volunteers. While a portable toilet with hand-washing facilities can be rented, this may not be a feasible alternative during winter months. An exterior hose bib could be used for hand-washing, provided the water system is upgraded as mentioned above.

As there would be no use of the building or public visitation to the property, no code changes or Americans with Disabilities renovations would be required of MDT (or other tenant).

ALTERNATIVE #2: Lease for Use of Exterior and Substation Backroom, No Public Visitation: With the exception of allowing public visitation, this alternative is the current use which has been in place since August 5, 2009. Use would be the same as Alternative #1 with the additional use of the backroom of the Substation building for storage of dog food and kennel supplies. As currently configured, the backroom is isolated from the remainder of the building and does not contain water or toilet facilities. Use of the backroom is allowable under the current business occupancy classification which provides for "animal hospitals, kennels, and pounds".

If use is limited to MDT (or another business with no public access), the property does not need to be brought into compliance with the Americans with Disabilities Act (ADA), as a business owner can exempt his business from the requirements of ADA if there is no public visitation and it is shown that employees would not be disabled.

ALTERNATIVE #3: Lease for use of Exterior of Building (with or without Backroom) with Exterior Public Visitation: This alternative assumes the same use as provided under #1 or #2 above, with the addition of public visitation. Public visitation at the exterior would require that ADA requirements for access be met for the portions of the site under lease. Anticipated improvements include accessible parking and pathways. There is no current design or cost estimate for these improvements, but the site is currently paved and relatively flat, indicating accessible parking and pathways could be fairly easy to achieve. Public visitation would also require the provision of accessible toilet and hand-washing facilities. These could be provided as described in Alternative #1, provided the facilities met accessibility requirements.

ALTERNATIVE #4: Lease for Use of Exterior and Interior of Building, No Interior Public Visitation: This option includes use of the exterior area and portions of the building interior for non-residency purposes. The area for use would include the bathrooms and possibly other areas with running water (namely what is known as the kitchen). No public visitation would be allowed interior to the building and ADA improvements would not be required for the building. Exterior public visitation would need to meet the requirements of Alternative #3 above.

The building would be subdivided to increase the area currently in use by MDT, although areas governed by Occupancy Code I-3 (i.e. jail cells) could not be used without a change in occupancy. It is possible to reclassify the occupancy of the jail areas to storage without setting in motion onerous code changes.

The areas of the building previously used for office space are classified as a business occupancy which allows for animal kennels. Modifications necessary would be those needed to bring the building into compliance with the existing code, including the replacement and/or repair of life safety components such as smoke alarms and exit signage. Plumbing components would need to be brought into compliance with the California Plumbing Code, including repair of existing fixtures and proper installation of the water heater. If water use

were expanded beyond toilets and hand washing, this alternative would trigger the requirement that the water meet CSDWA standards.

This scenario does not allow public use inside the building and requires accessible toilet and hand-washing facilities for public use as described under Alternative #3. It does not appear, however, that there is a need for expanded use by MDT of the building interior if such use does not include public access and/or residential use.

ALTERNATIVE #5: Lease for Exterior and Interior for Business/Museum, Public Visitation: This use would allow for use of the exterior and portions of the building for business, including the museum formerly housed in the building by MDT. Public visitation would be allowed inside the building. See Alternative #4 above for further discussion. There would be no residency in the building. The MDT museum would be considered an auxiliary use to the main occupying use of the building, a dog kennel, which is consistent with the current business occupancy classification.

Compliance with ADA would be necessary for areas open to public visitation, including the building. As the landowner, the County bears the responsibility for ADA compliance. At a minimum, ingress/egress routes and restrooms would have to be made fully compliant. It is also anticipated that counter heights, locksets, door widths, and signage would have to be modified and any obstructions removed. A full determination of necessary improvements to bring the overall property into compliance with ADA cannot be made on a conceptual level.

If the water system were limited to toilet and hand-washing use, the minimum improvements to the water system (chlorinator) and provision of bottled drinking water would suffice. As a practical matter, as use expands it will be more difficult to ensure that human consumption of the water is limited to hand washing.

ALTERNATIVE #6, Lease with Business/Residential Use of Building: This alternative allows use of the property as it was prior to August 5, 2009. This use is similar to Alternative #5, but includes residential use by lessee employees. Residential use would change the occupancy classification to residential and the building would need to be brought to code accordingly.

Full time residence in a structure that was not built or inspected for such use requires that the facility is remodeled to fully comply with current 2007 California Building Code requirements which are not limited to but would include: occupancy separation walls, required means of egress from each of the sleeping rooms and via the exit corridors; smoke detector installations, signage, and fire suppression. Complete remodel plans would need to be developed by a licensed design professional. In addition the water system would have to be upgraded to meet CSDWA standards. ADA standards would have to be met as cited under Alternative #5.

If an MDT employee or employees were authorized by lease to live on site (as opposed to working rotating shifts for 24-hour coverage), then that would arguably create a residential tenancy on the property. Residential leases (i.e., leases of dwellings) are governed by specific rules and provisions found in the California Civil and Health and Safety Codes. These provisions generally relate to the habitability of the structure and to tenants rights. Specifically, the landlord must provide a "tenantable" dwelling. Tenantable is defined as including the provision and maintenance of, among other things: effective waterproofing and weather protection of roof and exterior walls; unbroken windows and doors; plumbing and gas facilities that conform to applicable law in effect at the time of installation; a water supply approved under applicable law that produces hot and cold running water which is connected to an approved sewage disposal system; and heating facilities that conform with applicable law at the time of installation. Similar provisions apply to electrical lighting, building and grounds maintenance, garbage, bathrooms, kitchen sinks, ventilation, flooring and floor support, wall integrity, lead paint, security (e.g., locks and deadbolts) and other features. Responsibility for some, but not all, of these items can be transferred from the landlord to the tenant pursuant to specific lease provisions. Additionally, there are procedural protections for tenants which are triggered by residential leases, resulting in additional procedures to be complied with and responsibilities for the landlord.

It is estimated that costs required to bring the building into compliance are substantial. It is almost certain that MDT could not or would not be willing to invest the substantial sums necessary to allow for this change in use, particularly if the property is only available for short-term lease. The County could assume responsibility for the improvements necessary to bring the building to Code for residency, but given the relatively low rent and short-term lease of the property by MDT, this is not a financially prudent option.

**ALTERNATIVE #7:** Combined Use: The County also has the potential to subdivide the property and/or building and offer different portions of it up for lease. This could include MDT use of the exterior area, use of the building by another lease-holder, and/or use of the front portion of the lot by another lease-holder. As Public Works intends to continue County use of portions of the property, leasing other exterior options besides the kennel could potentially create conflicts, however, additional area is available that could be fenced to accommodate exterior storage.

Certain quasi-public agencies have approached the County about using some portion of the Substation building for the storage of supplies, including the Jazz Jubilee. Previous direction from the Board of Supervisors has indicated an unwillingness to compete with private industry for available services, such as storage, and this has not been viewed as an option for the purposes of this evaluation.

Necessary improvements to the site, building and utilities would be dependent upon the proposed use.

ALTERNATIVE #8: Property Lease with Request for Proposals: This alternative would explore other potential uses for the building by accepting proposals. While alternatives above mention that rehabilitation costs associated with retaining the existing occupancy code may not be prohibitive, given the significant financial output necessary to bring the building to a state of habitability acceptable for a traditional business or educational use, there are limited, if any, ventures that would be interested in using the Substation property under a short-term lease.

The original advertisement for a short-term lease resulted in only one other response; from a trailer rental company that was only seeking outside storage space. Calls to the local industrial park also indicated that there were no uses that could not be accommodated at the park that would be seeking an alternative location.

The County may opt to place the property out for a longer-term lease with the caveat that the lease-holder be required to bring the building into compliance with code requirements. As uses are limited by the zoning and planning intentions, it would be preferable for the County to employ the third lease option, which allows the County the discretionary choice of proposals based on other values and not simply the highest bid. This lease option also has a term of up to 99-years and a long-term lease would be necessary to make the package financially attractive to potential lease-holders.

As mentioned previously, the leach field which serves the septic system is located adjacent to the Substation on property owned by LADWP. Currently, this property is being leased to Mono County utilizing a five-year term. Without full control of this parcel, it will be difficult for the County to ensure the viability of the septic system over a long term.

Review of records indicates that the County has not developed a long-term plan for the property and, given this, the County may not choose to enter into a long-term lease that would limit future unforeseen County uses at this time. Given that the County retains discretionary choice regarding use ("other uses permitted by public landowner") and that use can be screened to minimize visual impacts, there is potential of a multiplicity of County uses that could be accommodated on the Substation property.

ALTERNATIVE #9: Land Exchange/Sale of Property. Another alternative for the property includes sale or land exchange. The property would need to be appraised. If sale is contemplated, the County could potentially change the current zoning of the property to increase its value.

**CUP:** The following conditions were included in the previous CUP, and incorporated by reference into the lease, and have either not been met (3 and 14) or may not have been met (8, 9, and 12):

3. The existing chain link fence will be repaired, and a new fence will be installed limiting access to the exterior kennel area.

- 8. All other utilities other than the power lines crossing the creek and riparian area shall be underground. The power line shall be undergrounded by 08-01-04 after the first pole on the south side of the creek to the light pole. (Mono County General Plan, 11.010-D).
- 9. Best Management Practice (BMP), pertaining to off-site runoff, shall be instituted as listed, Chapter 04.250, or as directed by the Building Division.
- 12. Applicant shall obtain and comply with all required Health Department permits and conditions.
- 14. Onsite disposal, except in an approved septic system, shall not be permitted. There shall be a water clean-up and disposal system approved by Environmental Health and Animal Control.

The fencing requirements are soundly based on the idea of reducing liability by limiting public access to the kennel area. Fencing the area is complicated by the fact that the County Road Division accesses the area adjacent to the kennel for road cinder storage. The least expensive alternative to accomplishing this requirement is to place fence and/or gates in two locations on each side of the building. Construction of a fence separate from the existing that only surrounds the kennel area is another means of satisfying this condition, but costs are estimated at \$12,000 or greater. Input from Jim Ouimet regarding a separate enclosure was that it would impede snow removal and prove a hindrance when moving the dogs.

# OLD SHERIFF'S SUBSTATION PROPERTY LEASE SUMMARY OF SHORT-TERM LEASE ALTERNATIVES

	Alternative						
	1	2	3	4	5	6	7
Space Provided Under Lease		1					
Exterior Only (Kennel & RV)	<b>✓</b>		√or				
Exterior w/Storage Room		✓	√or				
Exterior and limited interior				✓	1		
Exterior and Interior (incl. Residential)						✓	
Exterior (MDT) and Interior (Other Lessee)							✓
Public Access							
No Public Access	1	✓					
Exterior Only			✓	✓			
Exterior and Interior					<b>✓</b>	1	1
Water System							
Install Chlorinator & supply drinking water	√or	√or	√or <sup>1</sup>	√or <sup>1</sup>	√or <sup>1</sup>		√or <sup>1</sup>
Supply all water	√or	√or	√or <sup>1</sup>	√or <sup>1</sup>	√or <sup>1</sup>		√or <sup>1</sup>
Upgrade ex. water system						√or	
Provide alternative water system						√or	
Sanitary Facilities							
Self-contained RV	√or	√or	√or	√or			
RV connection to septic (re-certified)	√or	√or	√or	√or			
Portable Units	√or	√or	√or	√or			
Substation Restrooms				√or	✓	✓	✓
Electricity							
Upgrade ex. System	1	✓	✓	✓	✓	✓	✓
ADA Upgrades			-				
None required	✓	✓					
Exterior Only			✓	✓			
Exterior and Interior					✓	✓	✓
Building Modifications							
Hazardous material survey and abatement				✓	V	<b>✓</b>	✓
Plumbing Repairs				✓	✓	✓	✓
Repair smoke alarms & exit signage				✓	✓	✓	1
Roof Repairs				✓	✓	✓	✓
Upgrade to include residential use						✓	
Upgrade Costs	\$	\$	\$\$	\$\$\$	\$\$\$\$	\$\$\$\$\$	\$\$\$\$

### Note:

1. Assumes limited employees and public visitation to maintain "transient, non-community" water system classification where use is limited to toilet and handwashing. Drinking water supplied separately.

### **BUILDING REHABILITATION OPTION COST ESTIMATE**

(Office Use with Jail Cells Converted to Storage)

Old Sheriff's Substation

Description	Qty	Unit	Unit Price	Amount*
Remove and replace parking lot paving (10,200 sf)	10,100	SF	\$6.50	\$65,700
Parking lot striping and signage	1	LS	\$1,800	\$1,800
Site cleanup	1	LS	\$2,500	\$2,500
Remove and replace concrete entry landing (ADA)	1	LS	\$2,800	\$2,800
Water system upgrade (Chlorinator, rev. osmosis)	1	LS	\$9,000	\$9,000
Septic system upgrade	1	LS	\$7,300	\$7,300
Underground existing electrical	1	LS	\$2,500	\$2,500
Remove & replace roofing on flat portion	726	SF	\$4.40	\$3,200
Remove & replace roofing on sloped portion	3,547	SF	\$5.85	\$20,700
Re-insulate ceiling (R30)	1	LS	\$2,900	\$2,900
Insulate exterior walls	1	LS	\$16,400	\$16,400
Wrap and install siding on exterior walls	1	LS	\$30,500	\$30,500
Asbestos testing and removal (only affected areas)	1	LS	\$5,000	\$5,000
Interior demo - remove appliances, fixtures, jail bars	1	LS	\$4,200	\$4,200
Remove & reconstruct bathroom walls (ADA)	1	LS	\$8,600	\$8,600
Plumbing - restrooms, kitchen, water heater (ADA)	1	LS	\$14,400	\$14,400
HVAC - forced air unit and baseboard heaters	1	LS	\$13,800	\$13,800
Replace & upgrade electrical	1	LS	\$26,900	\$26,900
Replace & upgrade doorways (ADA)	1	LS	\$23,000	\$23,000
Install drywall in offices & new restrooms	1	LS	\$14,500	\$14,500
Paint building exterior (new siding)	1	LS	\$9,200	\$9,200
Paint building interior (cabinets & new drywall)	1	LS	\$8,500	\$8,500
Remove and replace carpet in offices	1	LS	\$4,700	\$4,700
Remove carpet and install vinyl in common areas	1	LS	\$11,600	\$11,600
Remove and replace windows	1	LS	\$6,400	\$6,400
Buildin	g & Site Re	nabilitati	on Subtotal:	\$316,100
PROJECT DELIVERY COSTS				
Project Design / Bid Documents @ 10%	1	LS	\$31,600	\$31,600
Construction Management @ 4%	1	LS	\$12,600	\$12,600
	Proje	ct Deliv	ery Subtotal:	\$44,200
	Pf	ROJECT	SUBTOTAL:	\$360,300
		15%	Contingency:	\$54,000
		PROJ	ECT TOTAL:	\$414,300

<sup>\*</sup> Note: all amounts rounded to nearest \$100.



### NEUBAUER-JENNISON, INC. General Contractors

### POST OFFICE BOX 3579 MAMMOTH LAKES, CA 93546 CA LICENSE #615228

TEL (760) 934-2511

(760) 934-4644

FAX

July 25, 2012

Claude Fiddler and Rita Sherman Public Works Dept. Box 457 Bridgeport, CA 93517

E-Mail: cfiddler@mono.ca.gov

Dear Claude and Rita:

Please find estimates below for the remodel of old sub-station below Mammoth. These estimates do not include any plans, permit fees, sprinkling of building, if required, well and equipment to filter water, septic system and paying of prevailing wage if necessary.

We have also put in allowances for various items. Please feel free to call me with any questions you may have.

### **ESTIMATE ONLY**

Remodel old sheriff sub-station into one 2 bed 1 bath apartment, storage area and dog sled museum, per sketch given and walk-thru done:

Re-do asphalt in existing areas; Asphalt is in very poor condition and should be removed and hauled away and new asphalt installed and striping done; Have put an allowance of \$75,000.00 for asphalt work and striping as the price for asphalt is ranging in the \$8.00 to \$10.00 sq. ft. range.

Asbestos and lead paint removal: \$10,000.00 allowance; Haul trash and pay dump fees if required: \$4,500.00 allowance.

Install nail attachment material, insulate between side sections of exterior: \$53,500.00 allowance;

Demo some existing walls and re-frame walls for apt., storage and museum: \$38,500.00 (Saw cut to make some window openings larger and make bath walls ADA compliant.)

\*Remove existing roofing and install good grade composition shingle roof: \$22,500.00; (If just repair existing roof and add a little steeper pitch - \$9,500.00)

Repair plumbing where necessary and buy and install new plumbing where needed: \$33,600.00 allowance;

\*Re-do heating and ducting with boiler system for building: \$31,200.00 allowance; (If do 3 separate FAU units - \$18,000.00 allowance)

Insulate ceilings and walls for sound between apt., storage and museum: \$5,600.00;

Re-do electric with separate meters for apt., storage and museum: \$32,600.00;

New doors, base and door trim and hardware: \$22,500.00 allowance;

Sheetrock and texture: \$17,500.00 allowance;

Painting (in and out): \$19,500.00 allowance;

New flooring: \$21,100.00 allowance;

Cabinets for apt.: \$3,500.00 allowance;

Built-in shelves and cabinets for museum: \$3,000.00 allowance;

Contingency: \$25,000.00

 Sub-Total:
 \$419,100.00

 12% Overhead/Profit:
 50,292.00

Total Estimate: \$469,392.00

\*These figures were used for estimate total.

Thank you,

Greg Jennison

CONTINUED)

### Poctor Drain, Inc. Plumbing

P.O. Box 100 - PMB 353 Mammoth Lakes, CA 93546-0100

Your local Mammoth, Bishop, Inyo & Mono County Plumber

Phone: 760-914-1659

**BILL TO** 

Mono County Public Works P.O. Box 457 Bridgeport, CA 93517 GOLDERY PARKS

### Invoice

DATE	INVOICE #
2/1/2012	9520

CA LIC # 827452

email: doctor.drain@yahoo.com
www.doctordrainplumbing.net

# CONTRACT # RC00325 PROJECT # 6220

COST CTR\_\_\_\_\_

### Help to reduce paper waste by adding your email to our address book.

TERMS	DUE DATE	We	Accept Visa	8		Rep	
Due on receipt	2/1/2012	Mastercard				jb/NB	
ITEM	DESCRIPTION		RATE	SERVI	CED	AMOUNT	
Service Call	to old sub-station outside of Mammoth to trouble shoot the dog sled water tank not working; 2 man service to find problem at the well - install new PVC fittings to snake out line 135' to thaw the main water line. 1		585.00	1/30/2012		585.00	
Lovalty Discount	plumber @ 6 hrs. @ \$97.5/hr. Thank you for your business		-10 00%	1/31/2012		-58.50	
Other Service	for 2nd plumber to assist - 6 hrs. @ \$65/hr.			1/30/2012		390.00	
Loyalty Discount	Thank you for your business			1/31/2012		-39.00	
Materials			1/30/2012		53.00		
Other Service	attempted to snake line inside tank room & run hydro-jet from water holding tank but couldn't make turn because 90's were too tight - 5 hrs. @ \$97.5/hr.		585.00	1/31/2012		585.00	
Loyalty Discount	Thank you for your business		-10.00%	1/31/2012		-58.50	
Other Service	for 2nd plumber to assist - 5 hrs. @ \$65/hr		325.00	1/31/2012		325.00	
Loyalty Discount	Thank you for your business		-10.00%	1/31/2012		-32.50	
Other Service	Hydro-jetting 2 hrs. @ \$197.5		395.00	1/31/2012		395.00	
Other Service	Snake for main water line - 1 hr. @ 115.5/hr.		1/31/2012		115.50		
NOTE;	Public Works decided to by-pass old plumbing and install a pressure tank			2/1/2012			
				Tota		\$2,260.00	

PAYMENT IS DUE THE DATE OF SERVICE. As a courtesy, Doctor Drain, Inc. accepts payment within 30 days of service without a billing fee. Payments received later than 30 days from the date of service will be charged a finance charge of 10% per annum with a minimum monthly charge of \$5.00 thereafter.

ATTORNEY FEES: In the event mediation, arbitration, or legal proceedings are commenced to enforce the provisions of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs of suit.

face

# HI-SIERRA PUMP & WELL SERVICE

CALIFORNIA CONTRACTOR LICENSE 434898

P.O. BOX 901, MINDEN, NV 89423 PH: 775-267-2150 FX: 775-267-5100

10 July 2012

Mono County Parks Department P.O. Box 457 Bridgeport, CA 93517 Attn: Vianey

Ph: 760-932-5446 Cell: 760-814-7614

Email: vcontreras@mono.ca.gov

Re: Well located @ 1131 SubStation Road, Mammoth Lakes, CA

Dear Vianey,

It is my opinion that the well located at the site above is a low volume producer.

The well head needs to be repaired of existing holes to make it sanitary. The pump that is in the well is a 1 ½ HP. This pump should produce a flow rate of 15 to 30 gallons per minute. Under existing working conditions the system has a 4 gallon per minute Dole Flow Control (which limits the flow rate to 4 gallons per minute). According to the tenant at the site the well pumps off in 3 ½ - 4 hours of pumping steady. The flow rate is minimal and the well has a slow recovery rate.

I recommend having a water analysis done to determine water quality.

Respectfully,

Anthony Kawchack



### Department of Water and Power



### the City of Los Angeles

ANTONIO R. VILLARAIGOSA

Commission
THOMAS S. SAYLES, President
ERIC HOLOMAN, Vice-President
RICHARD F. MOSS
CHRISTINA E. NOONAN
JONATHAN PARFREY
BARBARA E. MOSCHOS, Secretary

RONALD O. NICHOLS
General Manager

RECEIVED

JUN OF

MONO COUNTY Community Davelopment

May 29, 2012

Ms. Heather deBethizy Mono County Planning Division P.O. Box 347 Mammoth Lakes, CA 93546-0347

Dear Ms. deBethizy:

Subject: Former Sheriff's Substation Property - Mono County

This is a follow up to the Mono County (County) Planning Commission hearing held on April 12, 2012, regarding a proposed use permit modification for the County property known as the former Sheriff's Substation and identified as Assessor's Parcel Numbers 037-050-006 and 037-050-008.

It should be recognized that both of the above-referenced parcels were previously owned by the City of Los Angeles (City) and reservations were made as to the water rights.

Parcel 037-050-006 was originally sold to the State of California for use as a maintenance station. Domestic water, for the intended use, was limited to surplus subsurface water so long as it is available. Parcel 037-050-008 was sold to Mono County with no water rights associated. In addition, the leach field for the septic system serving the project is located on adjacent City-owned property under the control of the Los Angeles Department of Water and Power (LADWP) and covered under a license agreement.

In light of the water right reservations to the City and the current septic system configuration, any future projects planned for the property by the County, where water and sewer issues are concerned, will require consultation with LADWP to make a determination regarding the availability of surplus subsurface water and assess any impacts to the septic system.

If you have any questions regarding this matter, you may write to our office at the above-noted address, or you may telephone (760) 873-0370 and speak with someone in Real Estate.

Sincerely,

Gene L. Coufal Aqueduct Manager

c: Real Estate

### REGULAR AGENDA REQUEST

Print

MEETING DATE August 21, 2012 DEPARTMENT Economic Development

ADDITIONAL DEPARTMENTS

**TIME** 20 minutes

REQUIRED

SUBJECT Yosemite National Park's

**Anniversary Celebrations** 

PERSONS APPEARING

BEFORE THE

**BOARD** 

Kassandra Hardy, Anniversary Coordinator, Yosemite National

Park

### **AGENDA DESCRIPTION:**

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

Presentation by Kass Hardy, Yosemite National Park, regarding the celebrations, activities, events and promotions being planned to honor several major Anniversary milestones for the Park over the next few years; and an invitation to Mono County and Yosemite's East Gateway communities to engage and participate in as many ways as possible.

### **RECOMMENDED ACTION:**

None (informational only). Provide any desired direction to staff.

### **FISCAL IMPACT:**

None.

**CONTACT NAME:** Alicia Vennos

PHONE/EMAIL: 760-924-1743 / avennos@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

- ☐ Yosemite's Anniversary Celebrations
- Anniversary Strategic Plan

History		
Time	Who	Approval
7/23/2012 7:54 AM	County Administrative Office	Yes
8/13/2012 3:31 PM	County Counsel	Yes
7/23/2012 9:04 AM	Finance	Yes



### **STAFF REPORT**

Mono County Board of Supervisors Regular Meeting – August 21, 2012

**SUBJECT:** Yosemite National Park's Anniversary Celebrations.

**RECOMMENDATION:** Information only; provide direction to staff.

**BACKGROUND:** Kass Hardy, Yosemite National Park, is coordinating the upcoming celebrations for Yosemite's milestone anniversaries. In 2014, Yosemite will honor its 150th anniversary of the Yosemite Grant Act and the 50th anniversary of the Wilderness Act. In 2015, Yosemite will honor its 125th anniversary as a national park. In 2016, the National Park Service will commemorate its 100th anniversary. Yosemite is a key icon for each of these significant anniversaries.

Kass is working with the entire region to host activities, create official merchandise, and to initiate projects. This presentation will highlight the importance of these anniversaries and showcase multiple ways that Mono County and Yosemite's East Gateway communities, agencies, organizations, and businesses can be a part of these historic events for our nation.

FISCAL IMPACT: None



## **Anniversary Strategic Plan**

### DRAFT

### AN ACT

Authorizing a grant to the State of California of the "To-Semite Valley" and of the land embracing the "Mariposa Big Free Grove."

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

That there shall be, and is hereby, granted to the State of California, the "Cleft" or "Lorge", in the Granite Peak of the Sierra Nevada Mountains, situated in the county of Maripola, in the State aforesaid, and the head-waters of the Merced River, and known as the To-Semile Falley, with its branches, or spurs, in estimated length fifteen miles, and in average width one mile back from the main edge of the precipice, on each side of the valley, with the stipulation nevertheless, that the said State shall accept this grant upon the express conditions, that the premises shall be held for public use, resort, and recreation, shall be inalienable for all time, but leases, not exceeding ten years may be granted for portions of said premises; all incomes derived from leases of privileges to be expended in the preservation and improvement of the property, or the roads leading therets, the boundaries to be established at the cost of said State, by the United States Surveyor General of California, whose official plat, when affirmed by the Commissioner of the General Land Office, shall constitute the Evidence of the locus, extent, and limits of the Raid bleft or large; the premises to be managed by the Governor of the State, with eight other Commissioners to be appointed by the Executive of California, and who shall receive no compensation for their services. Sec. 2. and be it further enacted, That there shall likewise be, and there is hereby granted to the laid State of California the tracks em bracing what is known as the "Maripola Big tree Errove", not to exceed the area of four sections, and to be taken in legal sub-divisions of one quarter section each, with the like dipulation as expressed in the first section of this act, as to the State's acceptance,

the district and at the contract in



# Introduction

Yosemite is a shrine to human foresight, strength of granite, power of glaciers, the persistence of life, and the tranquility of the High Sierra. For thousands of years, humans have changed, and have been changed by, this place we now call Yosemite. The story of Yosemite National Park's past, present, and future is one shared by many diverse cultures and people, and is momentous to the evolution of preservation.

On June 30, 1864, amid the Civil War, President Abraham Lincoln signed the Yosemite Grant Act, protecting Yosemite Valley and Mariposa Grove. From the start, this act was a legacy for our nation - as it planted the seed for the national park idea. Today, the preservation of Yosemite continues to be a leader inspiring the world.

As we mark the 150th anniversary of this monumental piece of legislation, 2014 provides the world a chance to increase our understanding of and dedication to the rich heritage of our national parks. Our Anniversary Program, created under the direction of Yosemite's Superintendent in 2011, is charged with planning this significant commemoration and integrating, as appropriate, other relevant anniversaries.

**This document** provides guidance for our team to honor these anniversaries and will be updated quarterly. Our plan outlines a leveraged strategy, defined by a philosophy that engages organizations (public, non-profit, and private sector organizations) as partners and stake-holders in the planning and execution process.



### In this document

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GOAL 3 PROTECT 10

COMMITTEE MEMBERSHIP AND RESPONSIBILITIES 12
OUR PARTNERS 14
DECISION-MAKING STRATEGY 15

For more details, visit our Strategic Plan worksheet >>

2014

150th Anniversary of the Yosemite Grant Act

on June 30, 1864, President Abraham Lincoln signed the Yosemite Grant, thereby establishing a precedent to set aside wild land for the preservation of our rich heritage and the enjoyment of our nation's citizens.

### Other anniversaries we plan to recognize

### 50th Anniversary of the Wilderness Act

On September 3, 1964, President Lyndon B. Johnson signed the Wilderness Act into law, thereby creating a legal definition of wilderness which is described as places where the earth and community of life are untrammeled and where man is a visitor who does not remain.

### 125th Anniversary of Yosemite National Park

On October 1, 1890, President Benjamin Harrison designated Yosemite National Park.

### 100th Anniversary of the National Park Service

On August 25, 1916, the U.S. Congress created the National Park Service as the federal agency that manages all national parks, monuments, and other conservation and historical properties.







### 150TH OF THE YOSEMITE GRANT

on June 30, 1864, President Abraham Lincoln signed the Yosemite Grant, thereby establishing a precedent to set aside wild land for the preservation of our rich heritage and the enjoyment of our nation's citizens.

### MISSION

To honor our history and inspire generations of people to experience, connect with, and protect our cultural and natural heritage.



### **GOALS**

Honor.

Honor Yosemite's history and the reverence demonstrated by its stewards.

Inspire.

Enhance Yosemite's capacity to provide life-long learning experiences.

Protect.

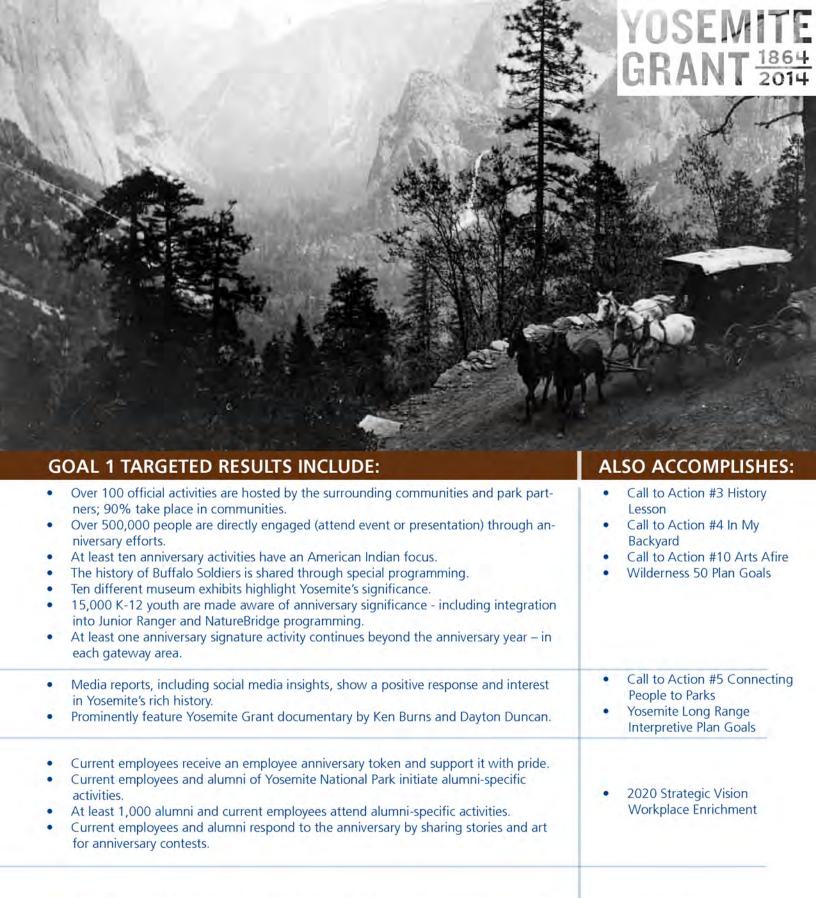
Encourage and provide opportunities to connect current and future stewards of Yosemite.

# goal 1 Honor Yosemite's history and the reverence demonstrated by its stewards. GOAL 1 OBJECTIVES

**1.1** Energetically share Yosemite's story to encourage greater appreciation of Yosemite as a unique part of the United States of America's heritage.

- **1.2** Instill pride in our nation's people that national parks are protected for the enjoyment and benefit of all people and that we all have a shared ownership in the future of our heritage.
- **1.3** Engage employees and alumni in the anniversary and acknowledge them for their superior service.

**1.4** Offer a meaningful planning experience that encourages partnerships across park staff, partners, and communities to honor the anniversary through a solid coordination of all six committees.



Inspire at least 100 volunteers in the anniversary planning committees.
 Engage local service organizations.

satisfied are you?" scale.

Committee members are 'satisfied' with program - above 80% rate on a "how

- 2020 Strategic Vision Quality Partnerships
- Yosemite Long Range Interpretive Plan

# goal 2 Enhance Yosemite National Park's capacity to provide life-long learning experiences. GOAL 2 OBJECTIVES

- **2.1** Promote traditional immersive nature-based experiences.
- **2.2** Align celebration of Environmental Education Center with Anniversary programming to reflect future legacy of programming at this site.
- **2.3** Engage youth in formalized programs that inspire life-long connections with resource protection.
- **2.4** Broaden interpretive opportunities through the use of leading-edge technologies and media; create a user-friendly web platform that supports online and mobile technology including social media.
- **2.5** Serve as a leader in anniversary planning for the National Park Service.



### **GOAL 2 TARGETED RESULTS INCLUDE:**

- A citizen science program is offered focused on the effects of second-century resource challenges, thereby engaging future stewards.
- NatureBridge increases engagement in public participation and scientific research projects.
- Environmental Education Center is completed.
- The Class of 2016 (NPS Call to Action Strategy) is adopted.
- Special anniversary-themed Junior Ranger, Wee Wild Ones, and NatureBridge activities are offered.
- Special anniversary-themed activities to children who grow up in the park are offered.
- Anniversary is highlighted in existing youth-based programs.
- Anniversary website receives positive feedback through public information office and park email system.
- Anniversary-related posts on Yosemite Facebook page receives 100+ likes per post.
- Anniversary Twitter feed has 500 followers.
- Photos of anniversary activities and projects are accessed through a Flickr account.
- 5,000 people sign up to receive the anniversary-related e-newsletter.
- Parks across the system are contacting Yosemite to seek information on anniversary planning.
- Many parks help to populate and maintain a sharepoint site of anniversary-related material.
- Yosemite adopts ideas from other park anniversaries.

- - Call to Action #7 Next Generation of Stewards
  - 2020 Strategic Vision Youth in Yosemite
  - NatureBridge Strategic Plan Objective: Reach
  - 2020 Strategic Vision Youth in Yosemite
- Call to Action #15 A Class Act
- 2020 Strategic Vision Youth in Yosemite
- Yosemite Long Range Interpretive Plan Goals
- Call to Action #17 Go Digital
- Yosemite Long Range Interpretive Plan Goals
- 2020 Yosemite Strategic Vision Leadership Campus

# goal 3

Encourage and provide opportunities to connect current and future stewards of Yosemite.

### **GOAL 3 OBJECTIVES**

3.1	Support partner efforts to achieve economic sustainability through membership, re	evenue
	generation, mission awareness, and philanthropy.	

3.2	Provide interpretive and recreational experiences in communities that border the park to
	facilitate opportunities for civic engagement and post-visit stewardship.

- **3.3** Increase volunteer opportunities in the park and region.
- **3.4** Engage diverse cultures, and specifically, nonusers, in relevant ways.
- **3.5** Restore Mariposa Grove to showcase ongoing stewardship 150 years post designation.
- **3.6** Demonstrate exemplary environmental leadership resulting in audiences who take action within the park and beyond park boundaries.



### COMMITTEE MEMBERSHIP AND RESPONSIBILITIES

The Anniversary Steering Committee is comprised of five committees made up of volunteers closely aligned with the park, as well as representatives from our partners and park staff. An Executive Committee was established in spring 2011 to launch the first stages of our strategic plan. Four subcommittees (Retail, PR/Marketing, Events, Programs) serve as focus groups who develop protocol for official activities pertaining to the anniversaries. The Anniversary Coordinator, a National Park Service employee, oversees the day-to-day organization and operation of the Anniversary Program and its committees.



### STEERING COMMITTEE RESPONSIBILITIES

Membership: Tribal Representative, Yosemite Conservancy Representative, NatureBridge Representative, DNC Representative, The Ansel Adams Gallery Representative, Yosemite Gateway Partners Representative, Chairs of each subcommittee (4), NPS Representative (Chair). Meets bimonthly.

- Develops and communicates the overall vision.
- Develops and implements the Strategic Plan.
- Generates, reviews, and enhances ideas.
- Acts as a sounding board for all subcommittees.
- Communicates within the broad organizational communities.
- Identifies and recruits others to assist on subcommittees.
- Participates in events, programs, fundraising efforts, and projects.
- Determines the need for and establishing evaluation processes.

### **EXECUTIVE COMMITTEE RESPONSIBILITIES**

Membership: Superintendent, Chief of Staff, Chief of Interpretation, Yosemite Conservancy-NPS Project Management Liaison, Yosemite Conservancy Representative, Yosemite Institute/Nature Bridge Representative, DNC Representative, Ansel Adams Gallery Representative, Branch Chief of Interpretive Operations, Anniversary Coordinator (Chair). Meets quarterly.

- Approves initial Steering Committee plans and subcommittee application structure.
- Oversees program timeline.
- Consults and clarifies with the Superintendent.
- Provides representation from each organization on each subcommittee.
- Oversees logo development and branding.
- Administers fundraising and finance functions under the leadership of the Yosemite Conservancy.

### **SUBCOMMITTEES**

Each subcommittee is open to anyone who has an interest in being involved. Each Chair serves on the Steering Committee. A more comprehensive list of tasks can be found in respective subcommittee chapters throughout this document. Each subcommittee meets monthly.

### PUBLIC RELATIONS AND MARKETING SUBCOMMITTEE RESPONSIBILITIES (PR/MARKETING)

- Develops and implements Yosemite Grant anniversary brand in collaboration with the Retail Subcommittee.
- Conducts outreach to both internal and external audiences.
- Creates marketing communication strategy.
- Creates materials to publicize the anniversary.
- Communicates to the press in concert with park public affairs office.
- Actively pursues press coverage prior to and during activities in order to maximize exposure.
- Maintains a subcommittee work plan.
- Coordinates between all committees including approval from Executive Committee for financial needs.

### RETAIL SUBCOMMITTEE RESPONSIBILITIES (RETAIL)

- Develops and implements anniversary brand in collaboration with the Public Relations and Marketing Subcommittee.
- Develops licensing structure and guidelines for use of logo.
- Creates and advertises an application for appropriate anniversary commemorative products.
- Organizes applications and selects appropriate products to support anniversary.
- Works with vendor applicants to ensure there are an appropriate number of commemorative products.
- Maintains a subcommittee work plan.
- Coordinates between all committees including approval from Executive Committee for financial needs.

### INTERPRETATION AND EDUCATION PROGRAMS SUBCOMMITTEE RESPONSIBILITIES (PROGRAMS)

- Establishes criteria for selecting anniversary programs; meeting standards that directly support goals, mission, and vision of the anniversary.
- Creates, advertises, approves an application for appropriate anniversary interpretation and education programs to be delivered within and outside the park that are based on the park's interpretive themes.
- Reviews and shares anniversary program ideas with organizations who are interested in hosting activities.
- Organizes, collaborates, and coordinates a calendar of community-based anniversary interpretive and education programs for the multi-year commemoration.
- Maintains a subcommittee work plan.
- Coordinates between all committees including approval from Executive Committee for financial needs.

### COMMUNITY COMMEMORATIVE EVENTS SUBCOMMITTEE RESPONSIBILITIES (EVENTS)

- Establishes criteria for selecting anniversary events; meeting standards that directly support the mission and vision of the anniversary.
- Creates, advertises, and approves an application for appropriate anniversary commemorative events to be delivered within and outside the park.
- Organizes, collaborates, and coordinates a calendar of community-based anniversary commemorative events for the multi-year commemoration.
- Acts as conduit to help facilitate the process between events subcommittee and host organizations.
- Reviews and shares anniversary event ideas with organizations who are interested in hosting activities.
- Maintains a subcommittee work plan.
- Coordinates between all committees including approval from Executive Committee for financial needs.

### **OUR PARTNERS**

In early 2011, Yosemite's partners collaborated to define how we could collectively honor Yosemite's rich history. Since this was the first major project in which all park partners were at the table for, our community-partnership Anniversary Program pulled from existing and relevant park documents to identify guiding principles. In addition, acknowledging that we would need to be a networked organization, we identified our mission alignment. This section has directly influenced our shared Yosemite Grant 150th mission, goals, and objectives.

### **GUIDING PRINCIPLES**

Guiding principles are the core values and ideals that all parties will apply during the decision-making processes to ensure that all aspects of the Anniversary Program support the mission and achieve the vision. These principles mirror Yosemite's 2020 Strategic Vision. The guiding principles will be the underlying criteria that must be met when groups/businesses/organizations propose an Anniversary event, program, product, or project. Guiding principles include:

- Relevance
- Innovation
- Collaboration
- Stewardship

### PARTNER MISSION ALIGNMENT

The park has both formal and informal partners. Partner organizations' mission statement commonalities:

- Visitor enjoyment and guest hospitality.
- Education and learning experiences.
- Stewardship of natural, historic, and cultural resources and heritage.
- Conservation for future generations.

### PARTNERS INCLUDE:



Providing for Yosemite's future is Yosemite Conservancy's passion. Yosemite Conservancy inspires people to support projects and programs that preserve and protect Yosemite National Park's resources and enrich the visitor experience.



NatureBridge is dedicated to providing educational adventures in nature's classroom to inspire a personal connection to the natural world and responsible actions to sustain it.



From its origin in 1902 in a tent in the California wilderness, Best's Studio dba The Ansel Adams Gallery, has evolved into a center that celebrates the arts and the natural grandeur of our environment.



Delaware North Companies Parks & Resorts (DNC) is proud to provide visitor services in Yosemite National Park with a mission of Providing Stewardship and Hospitality in Special Places.



Yosemite Gateway Partners is composed of citizens, communities and organizations throughout the greater Yosemite region that acknowledge their mutual interdependence, and collaborate with each other to create sustainable area-wide cultural, natural, and economic prosperity.



California Department of Parks and Recreation manages more than 270 park units, which contain the finest and most diverse collection of natural, cultural, and recreational resources to be found within California.



### **DECISION-MAKING STRATEGY**

### NPS LEADERSHIP TEAM

The Leadership Team (squad), superintendent staff and division chiefs, will receive regular updates on all anniversary planning. The park superintendent maintains the ultimate decision-making authority related to park sponsored anniversary activities.

### **EXECUTIVE COMMITTEE**

The Executive Committee is comprised of: Primary Park Partners, Chief of Interpretation and Education, and the Anniversary Coordinator. The Executive Committee will have five votes, one for each represented organization: National Park Service, Yosemite Conservancy, NatureBridge, The Ansel Adams Gallery, and Delaware North Companies at Yosemite.

The Executive Committee will strive to make decisions by consensus and practice a majority voting (voice vote) system for all decisions. The presiding Chair (Anniversary Coordinator) will pose the question to the Executive Committee making it clear that the members understand the effect of an "aye" vote and a "no" vote. The Chair will then ask first for all those in favor of the motion to indicate so verbally and then ask second, all those opposed to the motion to indicate so verbally. Subjects of concern or red flags will move to the Superintendent via the Chief of Interpretation and Education.

### FINANCE - A TASK FORCE WITHIN THE EXECUTIVE COMMITTEE

The Finance efforts, chaired by the Yosemite Conservancy, will ensure funds are available for the support of anniversary activities as well as oversee (organize, manage, administer) all expenditures related to the commemorative effort with the exception of federal accounts. Under the leadership of the Yosemite Conservancy the group will develop, track, approve the budget, and generate revenue ideas.

### REGULAR AGENDA REQUEST

Print

MEETING DATE August 21, 2012 DEPARTMENT Economic Development

ADDITIONAL DEPARTMENTS

TIME 30 minutes

REQUIRED APPEARING BEFORE THE

SUBJECT Air Service Guarantee BOARD

John Urdi, Executive Director, Mammoth Lakes Tourism

### **AGENDA DESCRIPTION:**

**PERSONS** 

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

Presentation by John Urdi, (Executive Director, Mammoth Lakes Tourism) on behalf of the Eastern Sierra Air Alliance, regarding the 2012 Summer/Spring/Fall Air Service Guarantee program.

### **RECOMMENDED ACTION:**

None (informational only). Provide any desired direction to staff.

### **FISCAL IMPACT:**

While the presentation today is informational only, the Eastern Sierra Air Alliance has requested financial support from Mono County of \$100,000 for 2012 Spring/Summer/Fall air service. This special policy item will be included in the budget hearing process.

**CONTACT NAME:** Alicia Vennos

PHONE/EMAIL: 760-924-5022 / avennos@mono.ca.gov

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

### **SEND COPIES TO:**

### **MINUTE ORDER REQUESTED:**

☐ YES ☑ NO

### **ATTACHMENTS:**

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No Attachments Available

History		
Time	Who	Approval
7/17/2012 5:34 PM	County Administrative Office	Yes
8/13/2012 3:17 PM	County Counsel	Yes
8/15/2012 12:20 PM	Finance	Yes

## REGULAR AGENDA REQUEST

Print

MEETING DATE August 21, 2012 DEPARTMENT Economic Development

ADDITIONAL DEPARTMENTS

TIME 30 minutes PERSONS Alicia Vennos

REQUIRED APPEARING

SUBJECT Tourism Workshop BEFORE THE BOARD

### **AGENDA DESCRIPTION:**

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

Presentation by Alicia Vennos regarding Tourism highlights, successes and opportunities.

#### **RECOMMENDED ACTION:**

None (informational only). Provide any desired direction to staff.

### **FISCAL IMPACT:**

None.

**CONTACT NAME:** Alicia Vennos

PHONE/EMAIL: 760-924-1743 / avennos@mono.ca.gov

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## ☐ Staff Rpt

## ☐ Tourism ppt

History		
Time	Who	Approval
5/22/2012 7:21 AM	County Administrative Office	Yes
6/4/2012 10:52 AM	County Counsel	Yes
5/22/2012 8:29 AM	Finance	Yes



### **STAFF REPORT**

Mono County Board of Supervisors Regular Meeting – June 12, 2012

**SUBJECT:** Tourism Workshop – Highlights, Successes and Opportunities

**RECOMMENDATION:** Informational presentation only.

**BACKGROUND:** The Mono County Tourism & Film Commission would like to take this opportunity to update the Board on Mono County's tourism initiatives which have been implemented in FY2011-12. Focus will be on main highlights, key successes and future projects and opportunities. A brief report on domestic and international tourism trends will also be provided.

FISCAL IMPACT: None.

National Park Service
U.S. Department of the Interior

Yosemite



# Yosemite Anniversaries



# Upcoming Anniversaries

- 2014 150th of the Yosemite Grant Act
- 2014 50<sup>th</sup> of the Wilderness Act
- 2015 125th of Yosemite National Park
- 2016 100<sup>th</sup> of the National Park Service

## **Yosemite Grant 150th**

Our mission: The Yosemite Grant 150<sup>th</sup> honors our past and inspires people to experience, connect with, and protect our cultural and natural heritage.



Mariposa Grove of Big Trees and Yosemite Valley: This is the first instance of scenic, wilderness lands being preserved specifically for public use, resort, and recreation by action of the U.S. federal government.

The Yosemite Grant set a precedent for the 1872 establishment of Yellowstone as our nation's first national park.

## **Yosemite National Park**



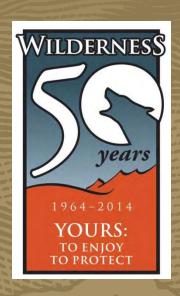
Yosemite National Park was established as a national park on October 1, 1890.

Yosemite National Park is best known for its towering granite monoliths and waterfalls, but within its nearly 1,200 square miles, you can find deep valleys, grand meadows, and giant sequoias.

In 1906, the State of California ceded Yosemite Valley and Mariposa Grove to the federal government, thereby completing the Yosemite National Park that we know today.

The 125th Anniversary of Yosemite National Park will occur on October 1, 2015.

# Wilderness Act 50th Anniversary



The National Park Service preserves the most (56%) designated Wilderness of any land management agency in the United States.

The 50<sup>th</sup> Anniversary of the Wilderness Act will occur on September 3, 2014.

# 2016 Call to Action





Rallying employees and partners to chart a new direction for the National Park Service as it enters its second century.

www.nps.gov/calltoaction

# Case Study – Glacier National Park







7 legacy projects 9.9% increase in visitation 12 art exhibits 14 official pieces of art 15% increase in concessions 35% increase in association sales 42 commemorative events 79 educational programs 81 green businesses 93 centennial volunteers 93% park campground fill rate 117 published centennial authors 187 official merchandise products 1700 volunteer hours 2,834 students formally engaged 575,000 people formally engaged \$1.5 million philanthropic dollars raised 6 million website hits

# Yosemite Grant 150<sup>th</sup> Logo

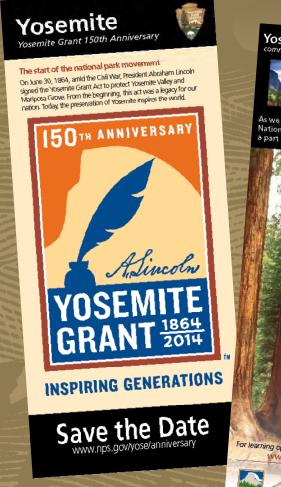


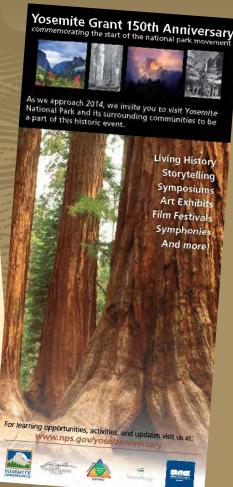
**INSPIRING GENERATIONS** 

Honors our past and inspires generations of people to experience, connect with, and protect our cultural and natural heritage.

- Used for branding official commemorative events, educational programs, merchandise and special projects
- Should not be used widely until January 2013
- Purpose of releasing now is to drum up excitement with community organizations to help build our calendar of activities

## First Publication





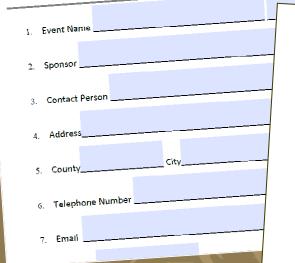
## **Audience for this publication:**

- Gateway Communities
- Potential activity hosts
- Project supporters

# **Applications**



## Yosemite Grant 150th Event Application



## Appendix A Yosemite Grant 150th Anniversary Signature Use Application Please check the applicable answer to the following questions, providing details where Please cneck the applicable answer to the uniquing questions, providing betails where indicated, Mail this completed application, the signed Appendix C Terms and Conditions, and a

Yosemite Conservancy Yosemite Grant 150th Anniversary El Portal, CA 95318

This application for permission to use the Yosemite Grant 150th Anniversary Signature is

Print marketing/promotional material and/or informational or educational literature; First marketing/promotional material and/or informational or educational iteral for example: advertising in a newspaper, magazine, newsletter; event invitation or adversarial To example: advertising in a newspaper, Imagazine, newsiecter; event impulsion of programs brochure or leaflet; poster; direct mail piece, etc. Please binefly describe.

Electronic publications; for example: a website, online newsletter, or video, please

## Yosemite Grant 150th Program Application - Supplement

## YOSEMITE NATIONAL PARK - PRIMARY INTERPRETATION AND EDUCATION THEMES

- BIRTH OF THE NATIONAL PARK IDEA: Yosemite Valley and the Mariposa Grove were the first globally recognized scenic natural areas to be set aside by any government for public benefit and appreciation of landscape beauty, making Yosemite the birthplace of the national park idea, which has spread throughout the world
- MARIPOSA GROVE OF BIG TREES: Giant sequoias offer opportunities for sharing Yosemiterelated stories, including the inspiration to create the Yosemite Grant, the preservation of unique places, survival, and the wonder of living things so old and so large.
- BIRTHPLACE OF THE NATIONAL PARK SERVICE: Yosemite National Park, the first area set aside by a national government as a public park, is the perfect place to tell the history of the national park movement. The first people to be called Park Rangers worked in Yosemite just before the creation of the NPS. The Service was founded on the work of organizations like the University of California, Berkeley, and the Sierra Club, and dedicated leaders like Professor Joseph LeConte, John Muir, Stephen Mather, and others, and their connections with Yosemite. In the years since the founding, other organizations, like the CCC, have helped to build the infrastructure of the

Links to applications can be found on the website:

## Website



www.nps.gov/yose/anniversary

## **Anniversary Program**

Kassandra Hardy
Kassandra\_hardy@nps.gov
209-372-0724



National Park Service
U.S. Department of the Interior

## REGULAR AGENDA REQUEST

Print

MEETING DATE August 21, 2012 DEPARTMENT Economic Development

ADDITIONAL DEPARTMENTS

TIME 10 minutes PERSONS Alicia Vennos; Dan Lyster

REQUIRED APPEARING BEFORE THE

SUBJECT June Lake Community Update BOARD

### **AGENDA DESCRIPTION:**

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

Update by the Economic Development Department regarding the June Lake winter 2012-2012 marketing plan and product development strategy.

### **RECOMMENDED ACTION:**

Informational only; provide any desired direction to staff.

### **FISCAL IMPACT:**

None.

**CONTACT NAME:** Alicia Vennos

PHONE/EMAIL: x1743 / avennos@mono.ca.gov

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History		
Time	Who	Approval
8/15/2012 12:23 PM	County Administrative Office	Yes
8/15/2012 2:02 PM	County Counsel	Yes
8/15/2012 12:26 PM	Finance	Yes