



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

MEETING LOCATION Suite Z, 2nd Floor Minaret Mall, 437 Old Mammoth Rd., Suite Z, Mammoth Lakes, CA 93546

Regular Meeting April 18, 2017

TELECONFERENCE LOCATIONS:

1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517.

Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact Shannon Kendall, Clerk of the Board, at (760) 932-5533. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

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

2. APPROVAL OF MINUTES - NONE

3. RECOGNITIONS - NONE

4. BOARD MEMBER REPORTS

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

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

6. DEPARTMENT/COMMISSION REPORTS

7. CONSENT AGENDA

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

A. Public Defenders' Office and Request for Contingency Funds

Departments: Finance, CAO, County Counsel

The Public Defenders Office continues to experience increased caseloads beyond that anticipated when the Fiscal Year 2016-2017 budget was formulated. Based on current spending levels, Finance estimates the Public Defenders' Office will exceed their budgetary cap by \$50,000 before the end of this fiscal year.

Recommended Action: Authorize \$50,000 of contingency funds for unanticipated spending requirements in the Mono County Public Defenders' Office. Provide any direction to staff. A 4/5ths vote is required.

Fiscal Impact: If approved, this request will increase annual spending for public defender services from \$628,000 to \$678,000.

B. Second Amendment to Aspen Street Contract

Departments: Public Works

Second Amendment to agreement with Aspen Street Architects increasing annual contract limit from \$65,000 to \$150,000 without increasing the total contract limit.

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

Fiscal Impact: No impact to the General fund.

C. Proposed Ordinance Establishing a Fee Schedule for Services at Public Cemeteries

Departments: Public Works

Proposed ordinance establishing a schedule of fees for services provided at the public cemeteries located within the unincorporated area of the county.

Recommended Action: Adopt proposed ordinance #ORD17-06, Establishing a schedule of fees for services provided at the public cemeteries located within the unincorporated area of the county.

Fiscal Impact: A \$0 to \$5,000 per year increase in revenue for the cemeteries is anticipated. Any and all fees collected under this ordinance will be for the maintenance and improvement of the three public cemeteries in Mono County.

D. Proposed Ordinance Revising Chapter 7.32 of the Mono County Code Pertaining to Public Cemeteries

Departments: Public Works

Proposed ordinance, An Ordinance of the Mono County Board of Supervisors Amending Chapter 7.32 of the Mono County Code Pertaining to Public Cemeteries.

Recommended Action: Adopt proposed ordinance # ORD17-07, Amending Chapter 7.32 of the Mono County Code Pertaining to Public Cemeteries, and lift the current hold on cemetery reservations from 2007.

Fiscal Impact: None

E. Proposed Revisions to YARTS JPA Agreement and ByLaws

Departments: Clerk of the Board

At the February 22, 2017 meeting, the YARTS Board of Directors acted to review a proposed revision of the Yosemite Area Transportation System Joint Powers Authority Agreement and voted to approve sending same to Boards of Supervisors of each of the member-counties for review and approval.

Recommended Action: Approve the YARTS JPA Agreement and authorize Chair of the Board to sign on behalf of Mono County Board of Supervisors. Provide direction to staff.

Fiscal Impact: None.

F. Out of State Travel Request - Supervisor Gardner

Departments: Clerk of the Board

Travel approval for Supervisor Bob Gardner to attend the National Association of County's Western Interstate Region Conference in Deschutes County, Oregon,

May 24-26.

Recommended Action: Approve out of state travel for Mono County Supervisor Bob Gardner (the county's NACo alternate representative) to attend the NACo Western Interstate Region Conference in Deschutes County, Oregon, May 24-26.

Fiscal Impact: Up to \$1000 for conference registration and travel. Supervisor Gardner has no-cost lodging in Bend.

8. CORRESPONDENCE RECEIVED

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

A. USPS Letter re Topaz Post Office

Departments: Clerk of the Board

Letter dated March 13, 2017 to the Board of Supervisors from the US Postal Service regarding the Topaz Post Office.

9. REGULAR AGENDA - MORNING

A. Proclamations Designating the Month of April, 2017 as Sexual Assault Awareness Month and Child Abuse Prevention Month

Departments: Clerk of the Board

10 minutes (5 minute presentation; 5 minute discussion)

(Susi Bains, Wild Iris) - April is nationally recognized as Sexual Assault Awareness Month and Child Abuse Prevention Month. Wild Iris is asking for county-wide participation to prevent sexual violence and child abuse, and is asking the Board of Supervisors to approve official proclamations to recognize April as Sexual Assault Awareness Month and Child Abuse Prevention Month. This item is an annually recurring request from Wild Iris.

Recommended Action: Approve Proclamations.

Fiscal Impact: None.

B. Employment Contract with Jay Sloane as Risk Manager

Departments: Human Resources

5 minutes

(Dave Butters) - Proposed resolution approving a contract with Jay Sloane as Risk Manager, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: 1. Announce fiscal impact. 2. Adopt Resolution #R17-____, approving a contract with Jay Sloane as Risk Manager, and prescribing the

compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost for this position for the remainder of FY 2016-2017 (April 4 to June 30th) is approximately \$32,549 of which \$19,992 is salary; \$4,770 is the employer portion of PERS, and \$7,787 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2016-2017) would be \$136,760 of which \$84,000 is annual salary; \$20,042 is the employer portion of PERS, and \$32,718 is the cost of the benefits.

C. Employment Agreement with Brad Braaten as Deputy District Attorney III

Departments: Human Resources

5 minutes

(Dave Butters) - Proposed resolution approving a contract with Brad Braaten as Deputy District Attorney III, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: 1. Announce fiscal impact. 2. Approve Resolution #R_____, approving a contract with Brad Braaten as Deputy District Attorney III, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost for this position for the remainder of FY 2016-2017 (April 8 to June 30th) is approximately \$42,567 of which \$26,145 is salary; \$6,238 is the employer portion of PERS, and \$10,183 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2016-2017) would be \$187,518 of which \$115,176 is annual salary; \$27,481 is the employer portion of PERS, and \$44,861 is the cost of the benefits.

D. Employment Contract for Environmental Health Manager

Departments: Human Resources

5 minutes

(Dave Butters) - Proposed resolution approving a contract with Louis Molina as Environmental Health Manager, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: 1. Announce Fiscal Impact. 2. Approve Resolution #R_____, approving a contract with Louis Molina as Environmental Health Manager, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost for this position for the remainder of FY 2016-2017 (April 8 to June 30th) is approximately \$37,112 of which \$22,794 is salary; \$5,439 is the employer portion of PERS, and \$8,878 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2016-2017) would be

\$163,487 of which \$100,416 is annual salary; \$23,959 is the employer portion of PERS, and \$39,112 is the cost of the benefits.

E. Employment Agreement for Director of Behavioral Health

Departments: Human Resources

5 minutes

(Dave Butters) - Proposed resolution approving a contract with Robin Roberts as Director of Behavioral Health, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: 1. Announce fiscal impact. 2. Adopt Resolution #R17-___, approving a contract with Robin Roberts as Director of Behavioral Health, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost for this position for the remainder of FY 2016-2017 (April 18 to June 30th) is approximately \$37,047 of which \$22,755 is salary; \$5,429 is the employer portion of PERS, and \$8,863 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2016-2017) would be \$182,497 of which \$112,092 is annual salary; \$26,745 is the employer portion of PERS, and \$43,660 is the cost of the benefits.

F. Authorization to Bid for the 2017 Pavement Preservation Project – North Shore Drive, Zones of Benefit (ZOBs), and Airport Aprons.

Departments: Public Works - Engineering Division

10 minutes (5 minutes presentation, 5 minutes discussion)

(Paul Roten) - This project will provide pavement preservation to North Shore Drive, the June Lake Highlands, and the airport aprons at Bryant Field and Lee Vining Airport.

Recommended Action: Approve bid package, including the project manual and project plans, for the 2017 Pavement Preservation 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 partially funded with \$122,260.80 that was carried forward from the June Lake Streets Rehabilitation Project. The project is also partially funded by the June Lake Highlands Zone of Benefit, and the Airport Enterprise Fund. Exact amounts will be based on actual bids received. Contractor payments are not expected to impact the General Fund.

G. Sheriff Vehicle Comparison and 5-Year Fiscal Gap Analysis

Departments: Public Works - Motor Pool, Finance

60 minutes (30 minute presentation; 30 minute discussion)

(Jeff Walters, Janet Dutcher, Sheriff Braun) - Presentation by Jeff Walters, Director of Fleet Services regarding the purchase of Sheriff's vehicles including a

comparative analysis of the Chevy Tahoe, Ford Expedition and Ford Interceptor, and Presentation by Janet Dutcher, Finance Director quantifying the gap between vehicle needs and available financing associated with replacement of the Sheriff vehicle fleet.

Recommended Action: Hear a presentation regarding comparison of potential Sheriff replacement vehicles. Also hear separate presentation about Motor Pool accounting practices and Finance recommendations concerning Sheriff Motor Pool replacement reserve. Provide any desired direction to staff.

Fiscal Impact: Depending upon the make and model of the vehicles selected costs would range between \$339,597 to \$356,983 for the five vehicles requested to replace. The capital reserve specifically earmarked for replacement of Sheriff vehicle fleet is deficit by \$75,700, as of February 28, 2017. Past capital contributions are insufficient to cover purchases, resulting in \$0 available for future replacements. Assuming a program of replacing four to six vehicles every year, Sheriff capital replacement contributions need to increase by 30% every year through Fiscal Year 2022-2023, at which time the balance of the reserve will stabilize at a level projected to be fiscally sustainable. By the FY 2022-2023, capital contributions will have increased by 297%, from \$194,000 in FY 2016-2017 to \$770,900 in FY 2022-2023. Savings from lower maintenance costs may reduce this fiscal impact. Annual budgetary savings in the Sheriff's non-personnel operating budget could also reduce this fiscal impact if transferred to the Motor Pool capital replacement reserve at the end of each fiscal year.

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

Departments: CAO, Sheriff

5 minutes

(Leslie Chapman, Ingrid Braun) - On January 31, 2017 the Mono County Sheriff declared a state of local emergency as a result of extreme winter weather. The Board of Supervisors ratified this declaration on February 7, 2017, and further declared a continuing state of emergency. Mono County Code Section 2.60.080 requires that the Board of Supervisors review the need for continuing the local emergency every 14 days, and Government Code section 8630 requires that the Board review the need at least every 30 days until it is terminated. This item is provided for that purpose.

Recommended Action: Review need for continuing the local emergency. If Board determines that need no longer exists, direct staff to prepare a declaration terminating local emergency.

Fiscal Impact: None

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

Departments: CAO, Sheriff

5 minutes

(Leslie Chapman, Ingrid Braun) - On March 20, 2017 the Mono County Sheriff declared a state of local emergency as a result of continuing snowmelt and runoff from severe winter storms beginning in January 2017. The Board of Supervisors ratified this declaration on March 21, 2017, and further declared a continuing state of emergency. Mono County Code Section 2.60.080 requires that the Board of Supervisors review the need for continuing the local emergency every 14 days, and Government Code section 8630 requires that the Board review the need at least every 30 days until it is terminated. This item is provided for that purpose.

Recommended Action: Review need for continuing the local emergency. If Board determines that need no longer exists, direct staff to prepare a declaration terminating local emergency.

Fiscal Impact: None

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. CLOSED SESSION

A. Closed Session--Human Resources

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

B. Closed Session - Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Sierra Center Mall, Mammoth Lakes. Agency negotiators: Leslie Chapman, Janet Dutcher, Tony Dublino, Stacey Simon. Negotiating parties: Mono County and Highmark Mammoth Investments, LLC. Under negotiation: Price and terms of payment.

C. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph

(1) of subdivision (d) of Government Code section 54956.9. Name of case: Crist v. Mono County.

12. REGULAR AGENDA - AFTERNOON

A. South County Facility Workshop

Departments: CAO, Public Works

THIS ITEM WILL BEGIN AT 1:00 P.M. 1 hour (15 minute presentation, 45 minute discussion)

(Tony Dublino) - Presentation by Tony Dublino, providing updated analysis on South County Facility options.

Recommended Action: Staff is Recommending the Following Actions: 1. Conclude negotiations with Sierra Center Mall (SCM) owners, recognize the current negotiated proposal as the final proposal, and direct staff to prepare final cost comparisons based on this proposal. 2. Direct staff to draft preliminary agreement with Town of Mammoth Lakes relating to the Development of a Civic Center on the McFlex property. 3. Draft preliminary procurement documents for planning, environmental analysis and engineering of a Civic Center on the McFlex property. 4. Prepare an analysis of County-owned space availability and potential strategies for utilizing available space, in an effort to further reduce the space needs and associated cost of a South County Facility. 5. Prepare final cost comparisons and staff recommendations for Board consideration at the May 16th Board meeting.

Fiscal Impact: Information only - no fiscal impact at this time.

B. Bi-Annual Projects Workshop

Departments: Public Works

1 hour (15 minute presentation; 45 minute discussion)

(Joe Blanchard) - Workshop on the Project Approval Process and the County Comprehensive Projects Plan List.

Recommended Action: Review staff recommendations and accept prioritization of projects for the 2016/2017 budgeted work plans or reprioritize and accept changes. Provide any desired direction to staff.

Fiscal Impact: None at this time.

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2017

Departments: Finance, CAO, County Counsel

TIME REQUIRED

SUBJECT Public Defenders' Office and
Request for Contingency Funds

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Public Defenders Office continues to experience increased caseloads beyond that anticipated when the Fiscal Year 2016-2017 budget was formulated. Based on current spending levels, Finance estimates the Public Defenders' Office will exceed their budgetary cap by \$50,000 before the end of this fiscal year.

RECOMMENDED ACTION:

Authorize \$50,000 of contingency funds for unanticipated spending requirements in the Mono County Public Defenders' Office. Provide any direction to staff. A 4/5ths vote is required.

FISCAL IMPACT:

If approved, this request will increase annual spending for public defender services from \$628,000 to \$678,000.

CONTACT NAME: Janet Dutcher

PHONE/EMAIL: 760-932-5494 / jdutcher@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

History

Time	Who	Approval
4/12/2017 2:58 PM	County Administrative Office	Yes
3/30/2017 11:36 AM	County Counsel	Yes
4/12/2017 3:11 PM	Finance	Yes



DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

Stephanie M. Butters
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM
Director of Finance

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

Date: April 18, 2017
To: Honorable Board of Supervisors
From: Janet Dutcher, Finance Director
Subject: Public Defenders' Office and Request for Contingency Funds

Action Requested:

Authorize \$50,000 of contingency funds for unanticipated spending requirements resulting from increased caseloads in the Mono County Public Defenders' Office. Provide any direction to staff. A 4/5ths vote is required.

Discussion:

The Mono County Public Defenders' Office continues to experience increased caseloads beyond that anticipated when the Fiscal Year 2016-2017 budget was formulated. Based on current spending levels, Finance estimates the Public Defenders' Office will exceed their budgetary cap by \$50,000 before the end of this fiscal year. Without additional appropriations, the office will run out of funds sometime in May. This is a request for contingency funds of \$50,000, which will sustain this mandated program through the end of the current fiscal year.

Fiscal Impact:

If approved, this request will increase annual spending for public defender services from \$628,000 to \$678,000.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2017

Departments: Public Works

TIME REQUIRED

SUBJECT Second Amendment to Aspen Street
Contract

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Second Amendment to agreement with Aspen Street Architects increasing annual contract limit from \$65,000 to \$150,000 without increasing the total contract limit.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

No impact to the General fund.

CONTACT NAME: Joe Blanchard

PHONE/EMAIL: 760-932-5443 / jblanchard@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:

Joe Blanchard

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> First Amendment
<input type="checkbox"/> Original Contract
<input type="checkbox"/> Second Amendment

History

Time	Who	Approval
4/12/2017 11:07 AM	County Administrative Office	Yes
4/11/2017 10:05 AM	County Counsel	Yes
4/11/2017 8:24 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

April 18, 2017

To: Honorable Chair and Members of the Board of Supervisors

From: Joe Blanchard, Parks and Facilities Superintendent

Re: Agreement and second amendment to the agreement between the County of Mono and Aspen Street Architects.

Recommended Action:

Approve amendment to agreement with Aspen Street Architects increasing annual contract limit from \$65,000 to \$150,000 without increasing the total contract limit, and authorize CAO, Leslie Chapman to execute the amended contract.

Fiscal Impact:

No impact to the General fund.

Background:

The Davison House is a county facility that has been vacant for several years and is in need of substantial upgrades to meet current code requirements. The house is scheduled for use by the Behavioral Health department as a permanent supportive housing facility for people receiving services from the department. The project is being funded by Proposition 63, the Mental Health Services Act, which includes provisions for capital facilities.

Discussion:

The Davison House remodel project requires a significant design process to complete a set of stamped construction plans. The completed plans will allow the county to get the permits necessary to complete the project within the required time constraints. These drawings exceed the annual \$65,000 limit placed on the existing contract – which was procured through an extensive request for proposals (RFP) process in 2014. The existing contract expires on June 30, 2018. Accordingly, the proposed amendment would cover the costs for Aspen Street Architects to prepare stamped construction plans for the Davison Street remodel in the coming months. The cost for those plans is anticipated to be approximately \$110,000. The proposed increase includes that cost plus any additional work Aspen Street Architects may perform for the County under the existing contract.

Attachments:

1. Staff Report
2. First Amendment
3. Original Contract

4. Second Amendment

If you have any questions regarding this item please contact Joe Blanchard at 760-932-5443, or iblanchard@mono.ca.gov

Respectfully submitted,



Joe Blanchard, Parks and Facilities Superintendent

**AGREEMENT AND FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF MONO AND
ASPEN STREET ARCHITECTS PROVIDING FOR
ARCHITECTURAL DESIGN SERVICES**

This Agreement and First Amendment is entered into on January 31, 2017, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Aspen Street Architects, Inc. of Angels Camp, California (hereinafter, "Consultant"), for the purpose of amending the Agreement Between the County of Mono and Aspen Street Architects for the Provision of Architectural Design Services, dated December 1, 2014 (hereinafter, "the Agreement"). The County and Consultant are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 2 of the Agreement is hereby amended to read as follows:

"The term of this Agreement shall be from **December 1, 2014** through **January 31, 2018**, unless sooner terminated as provided below."

2. Paragraph 3.D. of the Agreement is hereby amended to read as follows:

"Neither the total sum of all payments made by the County to Consultant for services and work performed under this Agreement, nor the total sum of all payments made by the County to Consultant for services or work performed pursuant to any specific Scope of Work Letter, shall exceed \$260,000 over the entire term hereof, nor \$65,000 in any individual year that this agreement is in effect (hereinafter referred to as "contract limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed which is in excess of the contract limit."

3. All other provisions of the Agreement not herein modified shall remain in full force and effect.
4. This Agreement and First Amendment may be executed in counterparts.

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

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County of Mono:

By: Leslie L. Chapman

Name: Leslie Chapman

Title: County Administrative Officer

Date: 2/1/17

Consultant:

By: Andy Flies

Name: A. ANDY FLIES

Title: VICE PRESIDENT

Firm: Aspen Street Architects, Inc.

Date: 2/7/17

Tax ID: #68-046-5303

Approved as to Form:

Stacey Simon 1/31/17
Stacey Simon Date
County Counsel

**AGREEMENT BETWEEN THE COUNTY OF MONO AND
ASPEN STREET ARCHITECTS, INC. FOR THE PROVISION OF
ARCHITECTURAL DESIGN AND CONSULTING SERVICES
ON AN AS-NEEDED BASIS**

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as “the County”), may from time-to-time have the need for the architectural design and consulting services of ASPEN STREET ARCHITECTS, INC. of Angels Camp, CA (hereinafter referred to as “Consultant”), 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

Consultant shall furnish the services, perform the work, and provide the associated materials and equipment for the County described in such Scope of Work Letters as are issued from time-to-time to Consultant by the Director of the Mono County Department of Public Works, or an authorized representative thereof, during the term of this Agreement; such Letters will be substantially in the form as shown in Attachment A and, in order to be binding on Consultant, must be signed by an authorized representative of Consultant. All such duly-issued and signed Scope of Work Letters are incorporated herein by reference.

All requests to Consultant for services and work to be performed under this Agreement shall be based upon the County’s need for such services or work. By this Agreement the County incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if the County should have some need for such services or work during the term of this Agreement.

Services and work provided at the County’s request by Consultant 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 **August 1, 2014** through **June 30, 2017**, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation.

The County shall pay Consultant in accordance with the provisions of the respective Scope of Work Letters issued to Consultant pursuant to this Agreement and the Schedule of Fees attached hereto as Attachment B, and incorporated by this reference.

B. Travel and Per Diem.

Unless otherwise stated in a specific Scope of Work Letter (i.e., one issued for a specific project), Consultant will not be paid or reimbursed for travel expenses or per diem which Consultant incurs in providing services and work requested by the County under this Agreement.

C. No Additional Consideration.

Except as expressly provided in this Agreement, Consultant 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, Consultant 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 and Each Scope of Work Letter.

Neither the total sum of all payments made by the County to Consultant for services and work performed under this Agreement, nor the total sum of all payments made by the County to Consultant for services or work performed pursuant to any specific Scope of Work Letter, shall exceed \$175,000 over the entire term hereof, nor \$61,000 in any individual year that this agreement is in effect (hereinafter referred to as "contract limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed which is in excess of the contract limit.

E. Billing and Payment.

Unless otherwise provided in an individual Scope of Work Letter provided pursuant to this Agreement, Consultant shall submit to the County, on a monthly basis, separate itemized statements of all services and work described in each Scope of Work Letter 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, Consultant may submit a single request for payment at the conclusion of the services or work. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day; the statements shall also describe all requested reimbursement or payment for travel expenses and per diem, if such reimbursement is authorized in a Scope of Work Letter. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Consultant has satisfactorily completed the work and performed the services as requested, the County shall make payment to Consultant within 30 days of its receipt and approval of the itemized statement. Should the County determine the services or work have not been completed or performed as called for in the Scope of Work Letter and/or should Consultant produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted. Notwithstanding the foregoing, if any Scope of Work Letter issued pursuant to this Agreement includes a form for invoicing, and/or written instructions regarding invoicing and payment, then all invoicing and payment shall be in accordance with those instructions and/or the form provided.

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 Consultant 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 Consultants when it is anticipated that total annual payments to Consultant 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 Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. The County has no responsibility or liability for payment of Consultant's taxes or assessments.

(4) The total amounts paid by the County to Consultant, 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" with respect to a specific Scope of Work Letter, Consultant's obligation is to perform, in a timely manner, the services and work identified in that Scope of Work Letter. It is understood by Consultant that its performance of those services and work will require a varied schedule. Consultant, in arranging its own schedule, will coordinate with the County to ensure that all services and work requested by the County will be performed within the time frame set forth in the Scope of Work Letter.

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 Consultant to provide services and work pursuant to this Agreement must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant 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, Consultant's licenses, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County. Consultant 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 contemplated by this Agreement. If there is a disagreement between Consultant and the County as to what licenses, certificates, and permits are required to perform the services and work contemplated by this Agreement, the County reserves and shall have the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

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 Consultant by the County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. Consultant will use reasonable care to protect, safeguard, and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

B. Products of Consultant'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, Consultant'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, Consultant will convey possession and title to all such properties to the County.

8. WORKERS' COMPENSATION

Consultant shall provide workers' compensation insurance coverage, in the legally required amount, for all Consultant's employees utilized in providing services and work pursuant to this Agreement. Any insurance policy

limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. By executing a copy of this Agreement, Consultant acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Consultant has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Consultant, 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 Consultant 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, Consultant and any subconsultant 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 C.

B. Prevailing Wage Rate.

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of those services and work 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 C.

D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to Section 1775 of the California Labor Code, Consultant, and any subconsultant under him, shall, as a penalty to the County, forfeit not more than two hundred dollars (\$200.00) 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 C.

E. Payroll Records.

Pursuant to Section 1776 of the California Labor Code, Consultant, and any subconsultant 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, or any individual Scope of Work Letter (Attachment A) of this Agreement.

F. Inspection of Payroll Records.

Consultant, and any subconsultant 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, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy; and, (3) the inspection of records by the public. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment C.

G. Posting of Prevailing Wages at Job Site.

Pursuant to California Labor Code Section 1773.2, Consultant 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 Consultant, or by any subconsultant 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 Consultant, or employees of any subconsultant under him, in excess of eight hours per calendar day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per calendar day at not less than one and one-half (1½) times the basic rate of pay. California Labor Code Section 1815 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment C.

J. Records of Hours.

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

10. INSURANCE

Insurance requirements, which may include but not be limited to minimum coverage levels and type, are subject to change by the County based on the scope of services and work that may be requested. Any additional insurance

requirements will be agreed to by the parties prior to issuance of, and made a part of, the applicable Scope of Work Letter.

A. General Liability.

Consultant 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 Consultant under this Agreement. Such policy shall have a per occurrence combined single limit coverage of not less than two million dollars (\$2,000,000). Such policy shall not exclude or except from coverage any of the services and work required to be performed by Consultant 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, Consultant shall provide the County: 1) a certificate of insurance documenting evidence of the required coverage; and 2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees.

B. Business Vehicle.

Consultant 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 Consultant-owned, non-owned, and hired vehicles employed by the Consultant in the performance of the services and work requested by the County, as described in the Scope of Work Letters issued pursuant to this Agreement. A certificate of insurance shall be provided to the County by Consultant 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. Professional Errors and Omissions Liability Insurance.

Consultant shall provide professional errors and omission liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) policy aggregate. A certificate of insurance shall be provided to the County by Consultant prior to commencing any work under this Agreement. If professional liability coverage is written on a claims-made form: 1) the "retro date" must be shown and must be before the date of this Agreement or prior to commencing services and work requested by the County under this Agreement; 2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of services and work performed under this Agreement; and, 3) if coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a "retro date" that is prior to the date of this Agreement, Consultant must purchase "extended reporting" coverage for a minimum of five years after the completion of services and work performed under this Agreement.

D. Deductibles, Self-Insured Retentions, and Excess Coverage.

Any deductibles or self-insured retentions shall be declared by Consultant and must be approved by the County prior to Consultant 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 Consultant shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

E. Subconsultants.

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

F. Unemployment, Disability, and Liability Insurance

Consultant 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 Consultant in performing work associated with this Agreement.

11. STATUS OF CONSULTANT

All acts of Consultant, its agents, officers, employees, and subconsultants relating to the performance of this Agreement, shall be performed by independent Consultants, and not as agents, officers, or employees of the County. Consultant, 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 Consultant. It is understood by both Consultant 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 Consultant:

A. Consultant (unless otherwise specified herein) shall determine the method, details, and means of performing the services and work to be provided by Consultant under this Agreement.

B. Consultant 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 Consultant in fulfillment of this Agreement.

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

12. DEFENSE AND INDEMNIFICATION

Consultant shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including reasonable litigation costs and attorney's fees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or Consultant's agents, officers, employees or any one employed by any of them, or anyone for whom those negligent acts or omissions, recklessness, or willful misconduct any of them may be liable.

Consultant'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.

Consultant'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 Consultant to procure and maintain a policy of insurance.

13. RECORDS AND AUDIT

A. Records.

Consultant 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. Consultant shall maintain these records for a minimum of four years from the termination or completion of this Agreement. Consultant 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 Consultant, 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 Consultant. 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.

14. NON-DISCRIMINATION

During the performance of this Agreement, Consultant, its agents, officers, employees, and subconsultants 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, sexual orientation, or sex. Consultant and its agents, officers, employees, and subconsultants 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. Consultant 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.

15. TERMINATION

This Agreement may be terminated by the County without cause, and at will, for any reason by giving to Consultant 30 days' written notice of such intent to terminate. Consultant may terminate this Agreement without cause, and at will, for any reason whatsoever by giving 30 days' written notice of such intent to terminate to the County.

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

16. 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 section 26 below.

17. DISPUTES

Any dispute, other than an audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the Mono County Contract Manager assigned to the project and the Public Works Director, with consultation by the County Counsel, who may consider written or verbal information submitted by the Consultant. Not later than 30 days after completion of all work under the contract, the Consultant may request review by the Mono County Board of Supervisors of unresolved claims or disputes, other than audit. The request for review must be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the committee will excuse the Consultant from full and timely performance in accordance with the terms of this Agreement. **These dispute procedures shall in no way replace those procedures provided by California law with regard to making claims against public entities, but shall be construed as being required in addition to all legal procedures that are required under State law to make a claim against a county.**

18. FORCE MAJEURE

Except for defaults of subconsultants at any tier, the Consultant 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 Consultant. 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 subconsultant at any tier, and if the cause of the default is beyond the control of both the Consultant and subconsultant, and without the fault or negligence of either, the Consultant shall not be liable for any excess costs for failure to perform.

19. ASSIGNMENT

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

20. CONFIDENTIALITY

Consultant 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 Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such privileged, restricted or confidential information and records. Disclosure of such information or records shall be made by Consultant only with the express written consent of the County.

21. CONFLICT OF INTEREST

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

22. POST-AGREEMENT COVENANT

Consultant 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, Consultant 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, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

23. 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.

24. 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 Consultant 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 section 26 below.

25. 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.

26. 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.

27. 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 Consultant 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

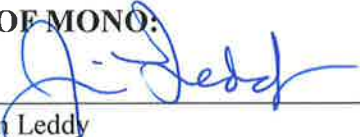
Consultant:
ASPEN STREET ARCHITECTS, INC.
P.O. Box 370 / 494 North Main Street
Angels Camp, CA 95222

28. ENTIRE AGREEMENT

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

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

COUNTY OF MONO:

By: 
Name: Jim Leddy
Title: County Administrative Officer
Date: 8/5/14

CONSULTANT:

By: _____
Name: _____
Title: _____
Firm: _____
Date: _____
Tax ID: _____

Approved as to Form:  8/5/14
Assistant County Counsel Date

Approved as to Insurance and Risk:  8/5/14
Mono County Risk Manager Date

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF MONO AND
ASPEN STREET ARCHITECTS, INC. FOR THE PROVISION OF
ARCHITECTURAL DESIGN AND CONSULTING SERVICES
ON AN AS-NEEDED BASIS**

TERM:
FROM: August 1, 2014
TO: June 30, 2017

SCOPE OF WORK LETTERS

Consultant shall provide the work and services set forth in individual Scope of Work Letters to be issued and signed by the Public Works Director which, upon acceptance and execution by Consultant, will be attached hereto and incorporated by reference into this agreement.

SAMPLE SCOPE OF WORK LETTER

TO: _____
(Consultant)

FROM: Jeff Walters, Acting Public Works Director

Pursuant to Mono County Agreement No. _____ (Contract), you are hereby retained to perform for Mono County the services and work, and provide the associated material and equipment, that are ____described below, or ____ described in your quote attached hereto, ____for the sum of \$ _____, or ____ on a time and materials basis in accordance with the rates set forth below or appearing on the attached quote, as the case may be; all such services and work shall be performed in accordance with the Contract, except that any written instructions or forms provided with this Letter with respect to invoicing or payment for services shall apply to the work and services provided and shall supersede paragraph 3.E. of the Contract (“Billing and Payment”) to the extent inconsistent therewith:

Mono County

By: _____
Jeff Walters, Acting Public Works Director Date

Approved as to Form:

By: _____
Office of the Mono County Counsel Date

Consultant

By my signature, as an authorized representative of Consultant, Consultant agrees to and shall perform the work and services described or referenced above, for the amount set forth above.

By: _____
Signature Date

ATTACHMENT B

AGREEMENT BETWEEN THE COUNTY OF MONO AND ASPEN STREET ARCHITECTS, INC. FOR THE PROVISION OF ARCHITECTURAL DESIGN AND CONSULTING SERVICES ON AN AS-NEEDED BASIS

TERM:

FROM: August 1, 2014

TO: June 30, 2017

SCHEDULE OF FEES

Consultant shall charge those rates set forth in the fee schedule attached hereto as Exhibit B1 and incorporated by this reference for work and services provided pursuant to this Agreement or any Scope of Work Letter issued hereunder.

Consultant may, no more than once during any twelve month period, and no sooner than January 1, 2015, provide the Director with an updated Schedule of Fees which, upon written approval by the Director, shall replace and supersede the Schedule of Fees set forth in Attachment B1, and shall apply to any Scope of Work Letter(s) issued pursuant to this Agreement thereafter.

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Exhibit B-1

Fee Schedule

Aspen Street Architects, Inc. 2014 Rate Schedule

Hourly Rates for Professional Personnel

Principal/Architect	170.00	Structural Engineer	150.00
Senior Architect	170.00	Civil Engineer	150.00
Architect IV	150.00	Engineering Intern II	95.00
Architect III	130.00	Engineering Intern I	90.00
Architect II	115.00	Certified Access Specialist (CASp)	150.00
Architect I	105.00		
Architect Intern II	95.00	Senior Planner	170.00
Architect Intern I	90.00	Facilities Manager	140.00
Sr. Job Captain	95.00	Construction Contract Administrator	75.00
Project Designer	85.00	Asst. Contract Administrator	65.00
Job Captain	85.00	Facilities Mgmt Assistant	65.00
Senior Production	75.00	Project Administrator	65.00
Production	65.00		

Consultants Fees Under Contract:

Billed per consultant's invoice, plus 15% coordination fee.

Reimbursable Expenses Not Included in Contract:

Blueprints (24" x 36")	\$ 1.50/each
Blueprints (30" x 42")	\$ 2.00/each
Engineering Xeroxes (white 24" x 36")	\$ 3.00/each
Engineering Xeroxes (white 30" x 42")	\$ 4.50/each
Color Printing (8.5"x11")	\$ 0.75/page
Color Printing (11"x17")	\$ 1.00/page
Photocopies	\$ 0.15/each
Data Disc	\$ 2.00/each
Facsimile	\$ 0.50/page
Report Binding	\$ 3.50/each

Miscellaneous reimbursable charges, including but not limited to, photographs, outside printing, maps, renderings, postage and freight will be billed at actual cost plus 15%. Travel expenses will be billed at actual cost plus 15%. Aircraft usage will be billed at \$161.00/hour.

ATTACHMENT C

AGREEMENT BETWEEN THE COUNTY OF MONO AND ASPEN STREET ARCHITECTS, INC. FOR THE PROVISION OF ARCHITECTURAL DESIGN AND CONSULTING SERVICES ON AN AS-NEEDED BASIS

TERM:
FROM: August 1, 2014
TO: June 30, 2017

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 two hundred dollars (\$200) 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 forty dollars (\$40) 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 eighty dollars (\$80) 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 one hundred twenty dollars (\$120) 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) If 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, 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; inspection; agencies entitled to receive nonredacted copies of certified records; 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 and the Division of Labor Standards Enforcement 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 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) Except as provided in subdivision (f), 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 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)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.
- (2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.
- (g) 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.

(h) 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 one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of 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.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) 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 registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; and compliance program

(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 Administrator of Apprenticeship, 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 Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works

project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations 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 Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(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. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(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) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

§ 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.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

County of Mono
Department of Public Works
PO Box 457
74 North School Street, Annex 1
Bridgeport, CA 93517

Location(s) Of Covered Operations

California

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section C. – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**AGREEMENT AND SECOND AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF MONO AND
ASPEN STREET ARCHITECTS PROVIDING FOR
ARCHITECTURAL DESIGN SERVICES**

This Agreement and Second Amendment is entered into on April 18, 2017, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Aspen Street Architects of Angels Camp, California (hereinafter, "Consultant"), for the purpose of amending the Agreement Between the County of Mono and Aspen Street Architects for the provision of Architectural design services, dated December 1, 2014 (hereinafter, "the Agreement"). The County and Contractor are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 3.D. of the Agreement is hereby amended to increase the limit on the amount payable under the Agreement from Sixty Five Thousand Dollars (\$65,000) annually to One Hundred & Fifty Thousand Dollars (\$150,000) annually.
2. All other terms of the Agreement not herein amended shall remain in full force and effect.

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

County of Mono:

By: _____
Name: Leslie Chapman
Title: County Administrative Officer
Date: _____

Contractor:

By: _____
Name: _____
Title: _____
Firm: Aspen Street Architects, Inc.
Date: _____
Tax ID: #68-046-5303

Approved as to Form:

Stacey Simon Date
Assistant County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2017

Departments: Public Works

TIME REQUIRED

SUBJECT Proposed Ordinance Establishing a
Fee Schedule for Services at Public
Cemeteries

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed ordinance establishing a schedule of fees for services provided at the public cemeteries located within the unincorporated area of the county.

RECOMMENDED ACTION:

Adopt proposed ordinance #ORD17-06, Establishing a schedule of fees for services provided at the public cemeteries located within the unincorporated area of the county.

FISCAL IMPACT:

A \$0 to \$5,000 per year increase in revenue for the cemeteries is anticipated. Any and all fees collected under this ordinance will be for the maintenance and improvement of the three public cemeteries in Mono County.

CONTACT NAME: Peter Chapman

PHONE/EMAIL: 760-932-5446 / pchapman@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](#)

[Ordinance Establishing Fee for Service at Public Cemetery](#)

History

Time	Who	Approval
4/13/2017 7:40 AM	County Administrative Office	Yes
4/13/2017 9:41 AM	County Counsel	Yes
4/13/2017 10:05 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

April 18, 2017

To: Honorable Chair and Members of the Board of Supervisors

From: Peter Chapman, Project Manager

Re: An Ordinance Establishing a Schedule of Fees for Services Provided at the Public Cemeteries in Mono County.

Recommended Action: Adopt the proposed ordinance: ORD17-___ An Ordinance of the Mono County Board of Supervisors Establishing a Schedule of Fees for Services Provided at the Public Cemeteries Located within the Unincorporated Area of the County

Fiscal Impact: A \$0 to \$5,000 per year increase in revenue for the cemeteries is anticipated. Any and all fees collected under this ordinance will be for the maintenance and improvement of the three public cemeteries in Mono County.

Background:

On April 11, 2017, the below proposed fee schedule was introduced via ordinance to your Board. The Ordinance is back on today's agenda for its second reading and potential adoption:

Pursuant to the adoption of the ordinance amending Chapter 7.32 of the Mono County Code a schedule of fees is proposed for plot reservations and services provided by Mono County at the public cemeteries. The fee schedule is:

Cemetery Fee Schedule

Plot Reservation* – Existing Historic	\$0.00
Plot Reservation* – Resident.....	\$700.00
Plot Reservation* – Non-Resident.....	\$1,200.00
Plot Reservation* – Veteran	\$0.00
Open and Close (if by County)	
Single/Upper	\$750.00
Lower	\$950.00
Weekend/Holiday	\$500.00
Disinterment	\$1,000.00
Headstone Deposit**	\$300.00
Headstone Removal.....	\$500.00
Plot Boundary Removal	\$500.00

	<u>Bridgeport</u>	<u>Mono Lake</u>	<u>Mt. Morrison</u>
* Plot sizes are:	5 ft. by 10 ft.	6.5 ft. by 10 ft.	5 ft by 10 ft.

- A single plot may hold:
- (a) One Casket
 - (b) Two caskets arranged with one casket residing above the other
 - (c) Six urns; or
 - (d) One casket and three urns.

** The Headstone deposit is collected before interment and refunded in full upon placement of a permanent headstone.

Attachments:

1. Ordinance Establishing Fees for Cemeteries

If you have any questions regarding this item please contact Peter Chapman at 760-932-5446, or pchapman@mono.ca.gov.

Respectfully submitted,

A handwritten signature in black ink that reads "Peter Chapman". The signature is stylized and cursive.

Peter Chapman, Project Manager



ORDINANCE NO. ORD17-___

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS
ESTABLISHING A SCHEDULE OF FEES FOR SERVICES PROVIDED
AT THE PUBLIC CEMETERIES LOCATED WITHIN THE
UNINCORPORATED AREA OF THE COUNTY**

WHEREAS, pursuant to Government Code section 54985, the Mono County Board of Supervisors has the authority to establish rates, charges and fees for certain activities, including the operation of public cemeteries; and

WHEREAS, pursuant to Government Code section 54986, any action by a board of supervisors to levy a new fee or charge or to approve an increase in an existing fee or charge pursuant to Section 54985, shall be taken only by ordinance; and

WHEREAS, there are three public cemeteries located within the unincorporated area of Mono County, which the County has historically maintained, operated and funded through its General Fund including: (1) The Southern Mono County/ Mt. Morrison Cemetery; (2) the Bridgeport Cemetery; and (3) the Mono Lake Cemetery; and

WHEREAS, the Board now desires to continue its maintenance and operation over these cemeteries on a fee-for-service basis in order to provide for the orderly and respectful internment and burial processes appropriate for the County and in correspondence with the 2017 revisions to Mono County Code Chapter 7.32; and

WHEREAS, pursuant to Government Code sections 54986 and 66018(a), the Mono County Board of Supervisors held a duly-noticed public hearing on April 11, 2017, regarding the imposition of these new fees.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors as follows:

SECTION ONE: Pursuant to Government Code section 54985, the following cemetery fees are hereby established for Mono County public cemeteries:

terms are defined in MCC 7.32

Cemetery Fee Schedule

Plot Reservation* - Existing Historic	\$0.00
Plot Reservation* - Resident	\$700.00
Plot Reservation* - Non-Resident	\$1,200.00

Plot Reservation* - Veteran	\$0.00
Open and Close (if by County)	
Single/Upper	\$750.00
Lower	\$950.00
Weekend/Holiday Fee	\$500.00
Disinterment	\$1,000.00
Headstone Deposit**	\$300.00
Headstone Removal	\$500.00
Plot Boundary Removal	\$500.00

* Plot sizes are: Bridgeport Mono Lake Mt. Morrison
 5 ft. by 10 ft. 6.5 ft. by 10 ft. 5 ft by 10 ft.

A plot may hold: (a) One casket
 (b) Two caskets: arranged one casket above the other
 (c) Six urns; or
 (d) One casket and three urns

** The Headstone Deposit fee is collected before interment and refunded in full upon placement of a permanent headstone.

SECTION TWO: The Finance Director or designee is hereby authorized and directed to add this fee to the County’s published fee schedule.

SECTION THREE: This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published at least once in the Mammoth Times and The Sheet, newspapers of general circulation, published and circulated in the County of Mono, and thenceforth and thereafter the same shall be in full force and effect.

PASSED, APPROVED and ADOPTED this ____ day of ____, 2017 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2017

Departments: Public Works

TIME REQUIRED

SUBJECT Proposed Ordinance Revising
Chapter 7.32 of the Mono County
Code Pertaining to Public Cemeteries

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed ordinance, An Ordinance of the Mono County Board of Supervisors Amending Chapter 7.32 of the Mono County Code Pertaining to Public Cemeteries.

RECOMMENDED ACTION:

Adopt proposed ordinance # ORD17-07, Amending Chapter 7.32 of the Mono County Code Pertaining to Public Cemeteries, and lift the current hold on cemetery reservations from 2007.

FISCAL IMPACT:

None

CONTACT NAME: Peter Chapman

PHONE/EMAIL: 760-932-5446 / pchapman@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Ordinance Amending Chapter 7.32 of the MCC](#)

History

Time	Who	Approval
4/12/2017 6:32 PM	County Administrative Office	Yes
4/13/2017 9:43 AM	County Counsel	Yes
4/13/2017 10:05 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

April 18, 2017

To: Honorable Chair and Members of the Board of Supervisors

From: Peter Chapman, Project Manager

Re: An Ordinance Revising Chapter 7.32 of the Mono County Code to Regulate Public Cemeteries in Mono County

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

Fiscal Impact: None.

Background:

The proposed ordinance revising Chapter 7.32 of the Mono County Code was introduced to your board on April 11, 2017. The item is back on today's agenda for final adoption.

Chapter 7.32 requires amendment in order to comply with revisions to State law that have been made since the Chapter was adopted in 1964. The proposed ordinance also provides regulation for the orderly and respectful interment and burial appropriate to the County and specific to the existing public cemeteries of Mono County. In addition, the proposed ordinance allows for fees to be established to offset expenses incurred in the administration and management of the cemeteries, and to allow for the orderly allocation of plots within the cemeteries.

Attachments:

1. Ordinance Amending Mono County Code - Chapter 7.23 CEMETERIES

If you have any questions regarding this item please contact Peter Chapman at 760-932-5446, or pchapman@mono.ca.gov.

Respectfully submitted,

Peter Chapman, Project Manager



ORDINANCE NO. ORD17- __

**AN ORDINANCE OF THE MONO COUNTY BOARD OF
SUPERVISORS AMENDING CHAPTER 7.32 OF
THE MONO COUNTY CODE PERTAINING
TO PUBLIC CEMETERIES**

WHEREAS, There are three public cemeteries, within the meaning of California Health and Safety Code section 8131, located within Mono County: (1) The Southern Mono County/Mt. Morrison Cemetery, (2) the Bridgeport Cemetery, and (3) the Mono Lake Cemetery; and

WHEREAS, The Mono County Board of Supervisors has the authority to enact ordinances regulating public cemeteries pursuant to Health and Safety Code section 8115; and

WHEREAS, Chapter 7.32 of the Mono County Code, as currently existing, requires amendment to the code in order to comply with revisions to State law that have been made since the Chapter was adopted in 1964; and

WHEREAS, Mono County desires to amend Chapter 7.32 in order to comply with State law, while also providing for the orderly and respectful interment and burial processes appropriate to the County as a whole and specific to the currently existing County public cemeteries; and

WHEREAS, Mono County desires to maintain the quality and historical nature of the existing Mono County public cemeteries to the extent permitted by law:

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS that:

SECTION ONE: Chapter 7.32 of the Mono County Code is amended in its entirety to read as follows:

SECTION 7.32.010 Definitions

(A) Unless otherwise defined below, the definitions set forth in Section 7000 *et. seq.*

1 of the California Health and Safety Code shall be applicable to this Chapter.

- 2 (B) "County" shall mean the County of Mono.
- 3
- 4 (C) "Department of Public Works" shall mean the Mono County Department of
5 Public Works.
- 6 (D) "Enclosure" shall mean a fence, railing, curbing, hedge or structure that defines
7 a burial plot thus separating the plot from those adjoining.
- 8 (E) "Historical Plot" shall mean any plot, whether it encompass one or multiple
9 grave sites, reserved prior to June 11, 2017.
- 10 (F) "Resident" shall mean someone who maintains a residence, owns real property
11 or pays property taxes in Mono County.
- 12 (G) "Plot" shall mean space in a cemetery, used or intended to be used for the
13 interment of human remains. A plot shall include only one grave site. The
14 purchase of a plot does not convey property title to the Plot Representative.
- 15 (H) "Plot Representative" shall mean the person designated to represent the
16 individual, family or group for which a Plot is reserved before the Department
17 of Public Works.
- 18 (I) "Vault" or "liner" means a plastic or concrete lining of a grave intended to
19 maintain the integrity of the grave site.
- 20 (J) "Veteran" shall mean a person who served in the active military, naval, or air
21 service and who was discharged or released under conditions other than
22 dishonorable pursuant to Title 38 of the Code of Federal Regulations.

23 **SECTION 7.32.020 Public Cemeteries**

- 24 (A) Unless superseded by ordinance, each part of this chapter not specific to any of
25 the below identified public cemeteries is applicable to any additional Mono
26 County public cemetery that may come into existence at a future time. The three
27 public cemeteries to which this Chapter applies are identified as follows:
- 28 (1) The Southern Mono County / Mt. Morrison Cemetery ("Mt. Morrison
Cemetery"), located at 189 Mt. Morrison Road, Mammoth Lakes, CA 93546.
- (2) The Bridgeport Cemetery, located at 46 Cemetery Road, Bridgeport CA 93517.

1
2 (3) The Mono Lake Cemetery, located at 1200 Cemetery Road, Lee Vining CA
3 93540.

4 **SECTION 7.32.030 Authorization for Department of Public Works to**
5 **Implement Regulations, Adopt Forms and Manage the**
6 **Public Cemeteries**

7 The Department of Public Works is hereby designated to implement regulations
8 and adopt forms reasonably necessary to efficiently carry out the terms of this
9 Chapter, to prohibit nuisances from developing within County public cemeteries,
10 and to manage the County's public cemeteries.

11 **SECTION 7.32.040 Mapping and Plotting Requirements**

- 12 (A) The Department of Public Works shall complete a program to map the entirety of
13 each Mono County public cemetery. Each map shall divide each cemetery into a
14 series of predetermined rows, and shall divide the rows by access lanes of
15 predetermined size(s) in order to permit necessary operating equipment to access
16 the sites. Each row shall contain a series of Plots, and all newly mapped Plots not
17 already utilized shall be of a predetermined size. Each map shall depict the actual
18 Plot boundaries of existing, utilized sites that are larger than the predetermined
19 size of plots not already utilized. Each map shall designate whether a vault is
20 required to be installed at a Plot site due to existing soil conditions. Each Plot shall
21 be numbered and registered with the Department of Public Works. These maps
22 shall be modified from time to time as required due to changing conditions.
- 23 (B) Any currently existing, properly reserved, Plots at existing Mono County public
24 cemeteries are to be incorporated into the relevant cemetery map as is without
25 further restriction as to size and/or allowance, unless such plots are non-compliant
26 with the terms of any lease entered into between the County and the cemetery
27 property owner.
- 28 (C) The size and allowance of the newly mapped Plots not already utilized shall be as
follows:
- (1) Unless a properly implemented ordinance update otherwise permits, an individual Plot in any public cemetery may only hold:
 - (a) One casket;
 - (b) Two caskets arranged with one casket residing above the other;
 - (c) Six urns; or

1 (d) One casket and three urns.

2 (2) Except as provided in section 3 below, the default size for any plot shall be five
3 (5) feet wide and ten (10) feet in length;

4 (3) For the Mono Lake Cemetery each plot shall be six and one half (6.5) feet wide
5 and ten (10) feet in length.

6
7 **SECTION 7.32.050 Reservation Policy**

8 (A) Prior to an interment in any Plot, the Plot must be duly reserved pursuant to this
9 Ordinance by a Plot Representative.

10 All Plot reservations must be processed and approved by the Department of Public
11 Works. Any Plot Representative must keep the Department of Public Works
12 apprised of their current contact information. Plots may only be reserved for
13 human beings.

14 (B) For any Plot reservation purchased, the Plot Representative shall sign a waiver on a
15 form provided by the County which substantially provides:

16 " I [NAME OF PLOT REPRESENTATIVE] hereby release for any or all
17 purposes, the County of Mono, its officials, officers, employees and agents
18 from liability of any kind that may be caused by or associated in any way
19 with the use of [DESCRIBE PLOT] for the interment of [NAME OF
20 DECEASED], including but not limited to mistaken burial. I further agree
21 to defend, indemnify and hold Mono County, its officials, officers,
22 employees and agents free and harmless from any and all liability from loss,
23 damage or injury to property or persons in any manner arising out of or
24 incident to the use of [DESCRIBE PLOT] for the interment of [NAME OF
25 DESCEASED], including, without limitation the payment of attorney's fees.
26 Further, I shall defend at my own expense, including attorney's fees, Mono
27 County, its officials, officers, employees and agents in any legal action in any
28 manner arising out of or incident to the use of [DESCRIBE PLOT] for the
interment of [NAME OF DECEASED].

29 (C) Sub-leasing and/or sale of plots to a third party is prohibited and, if attempted or
30 effected, shall be void and result in the forfeiture of the reservation in question.

31 (D) A Plot Representative may reserve up to four (4) Plots, provided the names of those
32 individuals whose remains are intended to be buried in the Plots are identified and
33 assigned to a specific Plot. No person shall be eligible to have more than one Plot

1 reserved for his/her remains.

- 2 (E) Changes may be made to Plot reservations provided written direction is filed with
3 the Department of Public Works and upon payment of applicable fees.

4 **SECTION 7.32.060 Monument and Headstone Policy**

- 5 (A) All Plots must have a permanent monument or headstone to identify any
6 interments buried within the Plot within one (1) year of interment. All monuments
7 and headstones must be constructed from durable, weather resistant materials. The
8 cost of installing and maintaining any such monument or headstone is the
9 responsibility of the Plot Representative. A fee shall be charged to the Plot
Representative for the removal of a monument or headstone that is not in
compliance with this section.

- 10 (B) No monument or headstone may encroach outside of its Plot. All monuments and
11 headstones must be set back six (6) inches from the boundary of the Plot on all
12 sides, and no monument or headstone may interfere with any applicable setback
13 requirements. No monument or headstone may be greater than four (4) feet in
14 height or as otherwise required by a more restrictive lease between the County and
property owner.

- 15 (C) The person(s) or entities intending to install a monument or headstone on a Plot
16 shall obtain approval from the Department of Public Works prior to installing any
17 such monument or headstone. Unless the work is performed by the County, no
18 installation of a monument or headstone on a Plot shall be permitted unless and
19 until the Plot Representative and person or entity performing the work agree in
writing to indemnify, defend, and hold harmless the County from and against any
and all claims arising out of or related to said installation.

- 20 (D) Any non-permanent marker, plant, tree, or other ornament or device shall also be
21 subject to the rules and regulations promulgated by the Department of Public
22 Works.

23 **SECTION 7.32.070 Abandonment of Historical Plots and Reserved Plots**

24 If the Plot Representative for any Plot is unknown to the Department of Public
25 Works and the Plot has not been used for interment for a period of at least five
26 years, the County may seek a determination from the Mono County Board of
27 Supervisors that the Plot is abandoned and reconveyed back to the County for
28 resale or reconveyance. Prior to seeking any such determination, the County shall
provide reasonable notice of intent to declare the plot abandoned and sold via a
notice in the local paper.

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SECTION 7.32.080 Fees and Establishment of a Cemetery Fund

(A) All fees, including, but not limited to, plot reservation fees, interment fees, disinterment/excavation fees, headstone deposit fees, headstone removal fees, and plot boundary marking removal fees shall be established pursuant to an ordinance or resolution of the Board of Supervisors. Said fees shall be collected to offset the expenses incurred in the administration and management of the cemeteries, but shall not exceed the cost to the County to provide the related services. Said ordinance or resolution may be reviewed on a periodic basis as needed.

Due to the costs incurred by the County in administering the public cemeteries, the varying contribution made by residents and non-residents of the County toward said costs, and the limitation on the number of available plots, said ordinance or resolution shall be structured to impose fees for newly reserved plots specific to reservations for (1) Mono county residents and (2) Non-county residents who pay no Mono County taxes.

(1) In addition to plot reservations and open and close, disinterment and headstone services, the fees collected pursuant to this chapter shall be used for the following purposes, including those purposes generally related thereto as determined in the sole discretion of the County:

- (a) Construction of a fence or walled enclosure of each public cemetery;
- (b) Interment of unclaimed remains or remains for which insufficient funds are legally obtainable through the estate of the deceased or person responsible;
- (c) Care and maintenance of the cemetery grounds;
- (d) Purchasing of equipment reasonably necessary for the Department of Public Works to carry out the terms of this Chapter;
- (e) Permanent plot markers;
- (f) Recovery of costs incurred in implementing and enforcing this Chapter;
- (g) Any other use reasonably calculated to benefit the operation of the public cemeteries;

1 (h) Any excess cemetery funds remaining at the end of the fiscal year shall be
2 deposited into a separate cemetery fund used for the public cemeteries.

3 (i) Expansion of cemetery/purchase/lease of new property for use as a new
4 cemetery.

5 (j) Opening and closing plots, disinterment, headstone removal and plot
6 boundary removal.

7
8 **SECTION 7.32.090 Record Keeping Requirements**

9 (A) The Department of Public Works shall keep a record of all remains interred or
10 cremated and of the interment remains on the premises, in each case stating the
11 name of the deceased person, date of death, and name and address of the funeral
director, if any.

12 (B) Said records shall be created and centrally maintained by the Department of Public
13 Works and made reasonably available for public inspection.

14
15 **SECTION 7.32.100 Interment & Disinterment**

16 (A) Plot Opening and Closing:

17 (1) Prior to opening and closing a Plot, the Plot Representative must notify the
18 Department of Public Works in writing of such intent and obtain approval from
19 the Department of Public Works.

20 (2) It is the responsibility of the Plot Representative to arrange and pay for Plot
21 opening and closing. All arrangements for the opening and closing of Plots are
22 to be made through a County approved licensed contractor or an operator that
23 has demonstrated the necessary skills required to open and close gravesites in
Mono County.

24 (3) Unless the work is performed by the County, no opening and closing of a Plot
25 shall be permitted unless and until the Plot Representative and person or entity
26 performing the work agree in writing to indemnify, defend, and hold harmless
27 the County from and against any and all claims arising out of or related to said
opening and closing of the Plot.

28 (4) In the event that human remains are interred in the wrong grave or Plot, or a
grave or Plot previously contracted for or purchased by another party, the

1 County shall make every effort to resolve the situation to the satisfaction of all
2 interested parties. To this end, the County may, but is not necessarily required
3 to, resolve issues of doubt in favor of the previously purchased or contracted
4 grave or burial right. Notwithstanding the County's intent to resolve all issues
5 to the satisfaction of all parties involved, it shall be understood and
6 acknowledged that the County has the legal authority to disinter any human
remains and reinter them within the same cemetery without the consent of
family members or the benefit of a court order.

7 (B) Interment:

- 8 (1) Only human remains are permitted for interment within a public cemetery. All
9 remains must be buried within Plots. No mausoleums or columbariums are
10 permitted to be constructed in a public cemetery.
- 11 (2) The Plot Representative is responsible for purchase and installation of any
12 vaults or liners at a Plot site, as determined by the Department of Public Works,
13 to provide lasting protection to the physical integrity of a gravesite against the
14 opening and closing of adjacent gravesites. If made available by the County, the
15 Plot Representative may purchase a standard vault from the Department of
16 Public Works at a cost set by the County. Prior to installation of any vault not
17 purchased through the Department of Public Works, any such vaults shall first
18 be inspected for approval by the Department of Public Works to ensure
19 compliance with this section. If the Plot Representative is unable or unwilling
20 to comply with this section, any fee paid by said individual shall be returned
21 and the plot reservation relinquished back to the County.
- 22 (3) Where no vault or liner is required, at the discretion of the Department of Public
23 Works, remains may be placed in a biodegradable container within the grave; or
24 may be contained in a shroud of 100% plant and/or animal fiber and placed
25 directly into the grave. Burials without liners may be limited to a specific
26 section in a cemetery.
- 27 (4) Except for cremains not in an urn, or consensual double burials, there shall be
28 no less than 24 inches of dirt or turf on top of all vaults, caskets, or urns as
measured at the time of burial.
- (5) In the case of consensual double burials, the casket that is on top shall be
covered with at least 18 inches of dirt or turf as measured at the time of burial.
- (6) All interments must be within the boundaries of their respective Plot.
- (7) Where conditions require a means of excavation by other than hand digging, the

1 method of excavation shall be subject to approval from the Department of
2 Public Works.

3 (8) A tarp or board shall be used for temporary storage of excavated material.
4 Upon completion of the interment, excavations shall be filled, and soil
5 compacted and/or mounded to allow for settling. Excess material shall be
6 distributed on site, or disposed of as directed by the Department of Public
7 Works. The site shall be cleared of all rocks and other debris removed during
8 excavation.

9 (9) A temporary marker must be placed at the time of interment.

10 (a) The funeral director or Plot Representative shall supply and place a
11 temporary marker noting the name, date of birth, date of death, and date of
12 interment of the deceased.

13 (b) The temporary marker must be weather resistant so as to remain in place
14 and legible for one (1) year and until the permanent marker is placed.

15 (c) The Requirement of this section may be waived at the discretion of the
16 Department of Public Works.

17 (10) Markers, monuments, enclosures, and ornamentation may be installed
18 before interments have taken place provided adequate room is allowed for
19 an unobstructed interment later.

20 (C) Disinterment:

21 (1) Notwithstanding section 7.32.100(A)(4), pursuant to Health and Safety Code
22 section 7527, the remains of a deceased person may be removed from a Plot in a
23 cemetery with the consent of the Department of Public Works and the written
24 consent of one of the following in the order named:

25 (a) The surviving spouse; or if none

26 (b) A majority of the surviving children; or if none

27 (c) The surviving parents; or if none

28 (d) The surviving siblings.

(e) If the required consent (above) cannot be obtained, permission by the
superior court of the county where the cemetery is situated is sufficient

1
2 (2) No remains of any deceased person shall be removed from any public cemetery
3 except upon written notice to the Department of Public Works and written
4 order of the Mono County Health and Human Services Department.

5 (3) Any person who removes any remains shall provide the Department of Public
6 Works with a true, correct and complete record showing:

7 (a) The date such remains were removed;

8 (b) The name and date of birth and death of the person removed;

9 (c) The location where the remains were buried or otherwise disposed,
10 including, if applicable, the cemetery and the Plot therein in which such
11 remains were buried.

12 (d) The State of California Application and Permit for Disposition of Human
13 Remains ("State Permit") as issued by the Office of Vital Statistics for the
14 state of California must accompany the remains to the cemetery. The Mono
15 County Health Department or designee is directed to sign and return a copy
16 of the State Permit to the Office of Vital Statistics.

17 (e) Any other documentation and/or permits as may be required by the
18 Department of Public Works.

19 (4) The person requesting the disinterment shall pay applicable fees in advance of
20 disinterment.

21 (5) All liners, markers, and ornamentation shall be removed and the ground
22 returned to its original condition.

23 (6) The Plot Representative may retain the right to interment in the vacated Plot.

24 **SECTION 7.32.110 Maintenance and Beautification of Cemetery Grounds**

25 (A) The Director of the Department of Public Works may authorize in writing
26 Department personnel, volunteers, non-County staff or individuals not under
27 contract with the County to carry out specific duties required for the day to day
28 operation of the cemeteries and/or to perform specific projects.

(B) The County may conduct Plot maintenance as may be necessary to avoid further
damage to Plots; including but not limited to fill and compaction of Plots settling

1 due to age, inclement weather or other unforeseen actions.

2 (C) Temporary ornamentation, including but not limited to flower arrangements, toys,
3 statues, balloons and holiday decorations, may be removed without notice when
4 damaged, dilapidated or deteriorated.

5 (D) Plantings are subject to advanced approval by the Department of Public Works.
6 Trees or plantings that do not conform to the regulations and restrictions stated
7 herein may be removed without notice.

8 (1) Trees and plants known to be invasive and/or noxious are prohibited. The
9 use of native plants and shrubs is encouraged.

10 (2) Planting of memorial trees is restricted to areas not intended to be used for
11 interment.

12 (3) Shrubs, flowers and other plantings shall be placed wholly within the
13 boundaries of a grave or family plot, as applicable.

14 (4) Excavation for planting shall be performed in a manner that does not impact
15 adjacent graves, walkways, and/or roads.

16 (5) Maintenance of memorial plantings and installations is the responsibility of
17 the family or Plot Representative of the interred.

18 (6) Memorial plantings shall be maintained in a manner that prevents
19 encroachment into adjacent Plots.

20 (7) Use of chemical herbicides and pesticides is prohibited, except by the
21 County staff or the County's authorized service provider.

22 (8) Memorial plantings that die or become diseased may be removed without
23 notice.

24 **SECTION 7.32.120 Visiting Hours**

25 Unless a properly implemented regulation(s) otherwise limits visiting hours, there
26 are no time restrictions on visitation to any Mono County public cemetery.

27
28 **SECTION TWO:** This ordinance shall become effective 30 days from the date of
its adoption and final passage, which appears immediately below. The Clerk of the Board

1 of Supervisors shall post this ordinance and also publish the ordinance in the manner
2 prescribed by Government Code section 25124 no later than 15 days after the date of its
3 adoption and final passage. If the Clerk fails to publish this ordinance within said 15 day-
4 period, then the ordinance shall not take effect until 30 days after the date of publication.

4 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2017, by the
5 following vote, to wit:

6 **AYES:**
7 **NOES:**
8 **ABSENT:**
9 **ABSTAIN:**

10 _____
11 Stacy Corless, Chair
12 Mono County Board of Supervisors

13 **ATTEST:**

APPROVED AS TO FORM:

14 _____
15 Clerk of the Board

_____ County Counsel

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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Proposed Revisions to YARTS JPA Agreement and ByLaws

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

At the February 22, 2017 meeting, the YARTS Board of Directors acted to review a proposed revision of the Yosemite Area Transportation System Joint Powers Authority Agreement and voted to approve sending same to Boards of Supervisors of each of the member-counties for review and approval.

RECOMMENDED ACTION:

Approve the YARTS JPA Agreement and authorize Chair of the Board to sign on behalf of Mono County Board of Supervisors. Provide direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Helen Nunn

PHONE/EMAIL: 760-932-5534 / hnnun@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
YARTS Memo
Original YARTS JPA
Original YARTS By Laws

[Memo to Legal Counsel of Changes](#)

[Proposed Revision to JPA](#)

History

Time	Who	Approval
4/12/2017 6:27 PM	County Administrative Office	Yes
4/13/2017 11:18 AM	County Counsel	Yes
4/12/2017 8:30 AM	Finance	Yes



March 22, 2017

Mono County
Attn: Shannon Kendall
PO Box 715
Bridgeport, CA 93517

Dear YARTS Member-counties;

At their meeting on February 22, 2017, the YARTS Board of Directors acted to review a proposed revision of the Yosemite Area Regional Transportation System Joint Powers Authority (JPA) Agreement and voted to approve sending same to the Boards of Supervisors of each of the member-counties for review and approval.

Attached please find a copy of a proposed revision of the YARTS JPA Agreement as well as copies of the documents that are proposed for revision. Also attached is a copy of the explanation by legal counsel as to the changes that are proposed and the reasoning behind same and a copy of the staff report that accompanied the revisions to the Board.

Approval of the proposed revisions requires the affirmation of at least two of the three JPA members.

Please place this Agreement on the next Board of Supervisors meeting agenda for approval. When the Board of Supervisors has acted, if the revision is approved, please affix signatures to the back page as appropriate and return the original. We will circulate the originals to all members for signatures and return a fully executed copy to you for your records

If you should have any questions, please do not hesitate to call me directly.

Respectfully,

Dick Whittington
YARTS Transit Manager
209-723-3153 Ext. 311

MEMORANDUM

DATE: FEBRUARY 15, 2017

TO: YARTS JOINT POWERS AUTHORITY

FROM: DICK WHITTINGTON, TRANSIT MANAGER

RE: YARTS JOINT POWERS AUTHORITY AGREEMENT AND BYLAWS REVISION

Changes to the YARTS Joint Powers Authority (JPA) Agreement and the Bylaws require the approval of the members of the JPA, which are the counties of Mono, Mariposa and Merced and the changes typically come as a recommendation of the YARTS Board.

In January of 2016, the YARTS Board approved the first major update to the JPA Agreement and the Bylaws in fifteen years and directed staff to submit those changes to the member counties for approval. That did not happen as it was supposed to.

There were a number of reasons that it did not happen, and I will be glad to go over them if requested to, but, because of the amount of time that has elapsed and the changing faces on the YARTS Board, as well as the membership of Boards of Supervisors, staff has elected to bring this back to the Board as if it were a new item and process it in that way.

Attached please find the proposed changes to the JPA Agreement and the YARTS Bylaws as well as an explanation from legal counsel of the changes and the reason for same. Also enclosed are the previous versions (originals) of each document for your reference.

REQUESTED ACTION

Approve the proposed changes to the YARTS Joint Powers Authority Agreement and the YARTS Bylaws and direct staff to submit them to the Joint Powers Authority members for ratification.

Attachments: Original YARTS JPA Agreement
Original YARTS Bylaws
Memo from Legal Counsel Stating Changes being Proposed
Proposed Revision to the YARTS JPA Agreement
Proposed Revision to the YARTS Bylaws

JOINT POWERS AGREEMENT
ESTABLISHING THE
YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
AUTHORITY

THIS JOINT POWERS AGREEMENT ("JPA") is entered into, effective as of the 21st of September, 1999, by and among the Counties of Merced, Mariposa and Mono, political subdivisions of the State of California ("Parties").

RECITALS:

WHEREAS, the California Joint Exercise of Powers Act ("Act") (California Government Code Section 6500 et seq.) authorizes two (2) or more public agencies to jointly exercise any power common to them; and

WHEREAS, the Parties to this JPA possess in common the powers to plan, operate, manage, and evaluate transportation improvements within and among their respective jurisdictions around Yosemite National Park; and

WHEREAS, the Parties to this JPA possess in common the authority to acquire and expend funds towards transportation needs, including regional transit service, and to plan for, establish, manage, and evaluate transportation improvements, including regional transit service; and

WHEREAS, the Parties, the Yosemite Area Regional Transportation Strategy Board and the National Park Service have jointly examined the many issues associated with transportation alternatives, and have expressed many common goals and objectives; and

WHEREAS, the continued growth in visitation to Yosemite National Park necessitates the development of regional transportation alternatives in the incorporated and unincorporated areas of the Counties of Mariposa, Merced, and Mono; and

WHEREAS, it is the expectation and hope of the Parties to this JPA that the administrative costs of operating the Yosemite Area Regional Transportation System Authority, a public agency created by this JPA, can be defrayed by utilizing Federal, State and other grant funds and that funding for administrative costs shall be sought from Parties to this JPA only as a last resort; and

WHEREAS, the Parties to this JPA desire to work together in a cooperative and mutually beneficial manner with the National Park Service (NPS), The State Department of Transportation (Caltrans), The U.S. Forest Service, and all other agencies with responsibilities for transportation in and around Yosemite National Park.

NOW, THEREFORE, it is mutually agreed as follows:

1. **DEFINITIONS**

As used herein, the following words have the following meanings:

1.A. "Authority" means the Yosemite Area Regional Transportation System Authority, a California joint powers agency, created by this JPA.

1.B. "Board" means the Yosemite Area Regional Transportation System Authority Board of Commissioners which shall be the governing body of the Yosemite Area Regional Transportation System Authority created pursuant to this JPA.

1.C. "Controller" means the Controller of the Authority as appointed by the Board.

1.D. "Gateway or gateway community" means the communities in the Counties in the Yosemite region generally lying on or near the primary highway corridors

(State Highway 120, State Highway 132 East and West, State Highway 395, State Highway 140 and State Highway 41 corridor) leading into Yosemite National Park.

1.E. "Party" means any public agency which pursuant to governing body authority has executed this JPA.

1.F. "Passenger Bus Service" means regularly scheduled passenger bus service to the extent such service is authorized or permitted by State and Federal law.

1.G. "Treasurer" means the Treasurer of the Authority as appointed by the Board.

1.H. "Yosemite Area Regional Transportation Strategy," is the precursor organization to the Authority created by this JPA, which was formed by Memorandum of Understanding by and among Mariposa, Madera, Merced, Mono and Tuolumne Counties, the National Park Service, Caltrans and the National Forest Service in 1992.

1.I. "Yosemite" means the area designated as Yosemite National Park.

2. STATEMENT OF PURPOSE

The Parties have joined together to establish the Authority for the following reasons:

2.A. Initially for the purpose of undertaking a demonstration project instituting passenger bus service to serve the geographic jurisdictions of the Parties and within Yosemite, as well as any other areas that the Board may deem appropriate. The initial term of the demonstration project shall be two (2) years from beginning of service.

2.B. Yosemite National Park's management plans, policies and implementation programs affect the local economies of the gateway communities to Yosemite National Park which depend on tourism as an important source of economic vitality, and affect the Authority's plans, policies and implementation programs, making establishing and increasing coordination and communication between the National Park Service and the Parties hereto an important purpose of this Authority.

2.C. To accommodate the increasing demand for visitation to Yosemite National Park through an increasing number of transportation options for visitors and employees.

2.D. To develop transportation alternatives in ways that do not degrade the visitor experience or the natural resources in the region.

2.E. To undertake coordinated political and administrative efforts necessary to resolve issues, obtain funding from outside sources, and to keep projects and programs on schedule.

3. ESTABLISHMENT OF THE AUTHORITY

3.A. **Separate Entity.** Upon execution of this Agreement, the Parties hereto hereby establish the Yosemite Area Regional Transportation System Authority, as a public entity separate and distinct from its member entities, as the agent to exercise the common powers provided for in this JPA and to administer or otherwise execute the stated functions and purposes of this JPA, including, but not limited to, the planning, establishment and management of the Yosemite Area Regional Transit System.

3.B. **Regional Function.** The Authority shall function as the regional representative, within the combined territory of the Parties to this JPA, for transit and alternative transportation, as well as for supplemental and related matters to carry out the stated functions and purposes of this JPA. In this role, the Authority may offer comments, recommendations and advice with regard to Yosemite National Park's management plans, policies and implementation programs, which affect transit and transportation.

3.C. **Cooperative Agreement with NPS.** In order to ensure that the Authority and the National Park Service establish the desired close working relationship, which all parties

and agencies agree is necessary if the Authority is to fulfill its purposes, and recognizing that statutory provisions restrict Federal agencies' ability to participate as signatories to this Joint Powers Agreement, upon its establishment the Authority shall immediately enter into a written agreement with the National Park Service which shall delineate the various responsibilities of the NPS and the Authority, and which shall detail the National Park Service's commitment to, and funding obligations for, the operations of the Authority and of the transit system to be planned, established, managed, and evaluated by the Authority and the National Park Service.

3.D. NPS Cooperative Agreement Required. Notwithstanding any other provision of this JPA, if the cooperative agreement between the Authority and the National Park Service referenced in Paragraph 3.C. above is not entered into by both parties within thirty (30) days of the establishment of the Authority, or within any period of extension agreed to by the Authority, then this JPA shall be dissolved, and the Parties hereto shall have no further obligations with respect to the terms of this JPA.

3.E. Participation of Federal and State Agencies. The Parties further agree to work in cooperation with other agencies as ex-officio, non-voting members of the Authority and/or pursuant to any memorandum of understanding or cooperative agreement between any agency and the Authority. Upon the establishment of the Authority, the USDA National Forest Service, Federal Highway Administration, Federal Transit Administration, Caltrans and the State Department of Tourism may be included as participating non-voting members of the Authority.

3.F. Addition of Voting Members. Voting members may be added to the Authority, subsequent to the establishment of the Authority, based on majority vote of the membership and an agreement to abide by the requirements of this Agreement, including participation in funding the administrative costs of the Authority and any other conditions that

may be required by the Board.

3.G. **Addition of Non-Voting Members.** Non-voting members may be added to the Authority, subsequent to the establishment of the Authority, based on a majority vote of the membership of this Authority.

4. **BOARD**

4.A. **Board.** The Authority shall be governed by the Board of Commissioners, which shall be comprised of one voting Commissioner from each of the Parties to this JPA.

4.B. **Designation of Representatives.** Each Party shall designate one Board Commissioner and at least one alternate Commissioner from among the elected officials of any publicly elected political office within its geographic limits. Designees of ex-officio and/or non-voting members of the Board, need not be elected officials.

4.C. **Term of Office.** Each Commissioner and alternate shall serve at the pleasure of the Party designating that Commissioner or alternate. However, in no case shall the term of office of any Commissioner or alternate appointed by virtue of holding elected office exceed the term of his or her elected office.

4.D. **Quorum and Voting Requirements.** A quorum for conducting all matters of business shall be a majority of the voting members of the Board. The affirmative vote of at least a majority of the voting members of the Board shall be required for the approval of any matter of official business (unless a greater number is required elsewhere in this JPA or by any resolution, ordinance or statute). Abstaining votes shall be counted as consenting to the will of the majority. In the event of a tie vote, abstaining votes shall be counted as affirmative votes. The affirmative vote of a majority of the voting members of the entire Board shall be required to approve all expenditures.

4.E. **Time and Place of Meetings; Brown Act Compliance.** The Board shall adopt rules of procedure and shall establish a time and place for regular Board meetings. All Board meetings shall be conducted in accordance with the Ralph M. Brown Act, California Government Code, section 54950 et seq.

4.F. **Committees.** The Board may establish committees and subcommittees from time to time as needed.

4.G. **By-laws.** The By-laws of the Authority shall be those duly adopted and amended from time to time by the Board.

5. POWERS AND FUNCTIONS

5.A. **Powers and Functions of Authority.** The Authority shall have the non-exclusive common power of the Parties hereto to plan, establish, manage, and evaluate passenger bus service and other regional transit and transportation improvements and services within and among their respective jurisdictions and Yosemite National Park, as well as the power to carry out all other activities necessary or supplemental to the provision of passenger bus service and other regional transit and transportation improvements and services for the benefit of the general public. In the exercise of that power, the Authority is authorized in its own name to:

5.A.1. Employ an Executive Director as the chief administrative officer of the Authority;

5.A.2. Employ agents and employees and contract for professional services;

5.A.3. Make and enter into contracts including cooperative agreements;

5.A.4. Acquire, hold and convey real and personal property;

5.A.5. Incur debts, obligations and liabilities;

5.A.6. Accept contributions, grants or loans from any public or private agency or individual, or the United States, the State of California, or any department, instrumentality, or agency thereof, for the purpose of financing its activities;

5.A.7. Invest money that is not needed for immediate necessities as the Board determines advisable, in the same manner and upon the same conditions as other local entities in accordance with section 53601 of the California Government Code;

5.A.8. Have appointed members and ex-officio members of the Board serve without compensation from the Authority, except that members of the Board may be reimbursed for all reasonable expenses and costs relating to attendance at Board meetings or other authorized Authority business;

5.A.9. Do all other acts reasonable and necessary to carry out the purposes of the members of the Authority;

5.A.10. Sue and be sued, in its own name only, but not in the name or stead of any Party; and

5.A.11. To exercise any and all other powers as may be provided for in California Government Code section 6547.

5.B. Statutory Limitation on Exercise of Powers. The powers to be exercised by the Authority are subject to such restrictions upon the manner of exercising such powers as are imposed upon the County of Mariposa in the exercise of similar powers. The Authority shall be held strictly accountable for all funds received, held and disbursed by it.

6. EXECUTIVE DIRECTOR

The Board may select an Executive Director. If an Executive Director is chosen, he or she shall serve at the pleasure of and upon the terms prescribed by the Board, and his or her powers and duties shall include the following:

- 6.A. Serving as Secretary to the Board;
- 6.B. Keeping accurate and sufficient records of all proceedings of the Authority;
- 6.C. Receiving and transmitting all Authority correspondence;
- 6.D. Keeping a record and ascertaining the qualifications of each duly authorized representative and alternate;
- 6.E. Maintaining files for all reports;
- 6.F. Directing and coordinating the work of the Authority;
- 6.G. Preparing and administering the Authority's annual proposed budget and work program, including overseeing the preparation of applications and workplans for Federal, State or other financial assistance, and including working with the NPS as needed to accomplish these tasks.
- 6.H. Working with the NPS in the preparation, administration and annual update of the Multi-Year Regional Transit Service Capital and Operations Plan referred to in, and developed pursuant to, the Authority/NPS cooperative agreement;
- 6.I. Maintaining a record of all Authority financial transactions;
- 6.J. Making an annual report covering the business of the Authority during the preceding year;
- 6.K. Transmitting to the Executive Director's successor all books and records of the Authority in the Executive Director's possession;

6.L. Employing, supervising, and terminating employees subject to policies and procedures adopted by the Board;

6.M. Approving, upon the affirmative vote of the Board required for expenditures in Section 4.D., jointly with the Chair of the Board, or the Vice-Chair of the Board in the absence or vacancy of the Chair, demands for payment to the Controller of the Authority.

6.N. Other powers and duties as assigned or delegated by the Board, as well as other powers and duties as are usually incidental to the office of Executive Director.

7. FINANCING

7.A. **Fiscal Year.** Authority's fiscal year will be October 1 through September 30.

7.B. **Proposed Budget.** The Authority Executive Director shall annually propose a budget as provided in this Article for the administration and operation of the Authority.

7.C. **Contents of Budget.** All budgets of the Authority, adopted and/or proposed shall show, among other things, all required expenditures, itemizing and segregating operation and administration, and capital outlay, for the coming fiscal year. The budget shall also show all anticipated revenues, including the source thereof in reasonable detail, for the coming fiscal year, and all employees, including the Executive Director, and the salaries thereof for the coming fiscal year. All budgets of the Authority, adopted and/or proposed, shall also show any deficiency in proposed expenditures over anticipated income and any deficiency shall be shown clearly as a separate and distinct item. If any deficiency is shown on the budget, any reasons for the deficiency and recommended solutions to eliminate the deficiency shall also be shown.

7.D. **Adoption of Budget.** The Board shall adopt a balanced budget for each upcoming fiscal year, not later than the 15th day of April of each current year. Prior to adopting its budget, the Board shall hold at least one public hearing on the proposed budget. The budget shall be adopted by a majority vote of the Board.

7.E. Notice and Holding of Public Budget Hearing. The budget hearing shall be noticed and held pursuant to the Ralph M. Brown California Open Meeting Act (California Government Code Section 54950 et seq., as amended). In addition, prior to the budget hearing, a copy of the proposed budget shall be made available (for example, via the Internet or by providing a copy to one or more public libraries in each of the Counties that are Parties to this JPA) to any members of the public who may request a copy thereof and notice shall then be published once at least ten (10) days prior to the public hearing in newspapers of general circulation that are collectively published in each of the Counties of Parties to this JPA.

7.F. Budget Transmitted to Parties. The Authority, not later than the 1st day of May, shall transmit copies of its adopted budget to each of the Parties.

7.G. Advances by Parties. Any of the Parties may advance funds and/or at-cost in-kind support to the Authority for any proper purpose of the Authority, subject to Paragraph 7.I. Prior to the making of an advance, the Authority shall enter into a written agreement with the Party making the advance and shall identify certain specific revenue or revenues which shall be applied toward the repayment of the advance. Such an agreement may provide that the advance shall be payable only out of specific revenue of the Authority, or out of specific revenue of the Authority together with other revenues of the Authority.

7.H. Contributions by Parties. Any of the Parties may make a contribution of funds and/or at-cost in-kind support (pursuant to Section 7.K.) to the Authority to be used for any proper purpose of the Authority. The making of such a contribution shall not alter, in any way, the relationship established by this JPA between the Authority and the Parties or between the respective Parties. Such a contribution may be made pursuant to an agreement between the Authority and the Party making the contribution, in which the use of the contributed funds is specified or restricted.

7.I. Limitations on Debts. The Authority shall incur no indebtedness, including but not limited to advances pursuant to Paragraph 7.G, for any item or purpose which is not budgeted for and for which funds have not been budgeted for repayment during the fiscal year that repayment is to be made without the unanimous consent of the Board.

7.J. Quarterly Financial Report. Not later than the 10th day of each July, October, January, and April, the Executive Director shall present to the Board, and the Board shall transmit to each of the Parties, a quarterly financial report. The quarterly financial report shall set forth, in reasonable detail, all expenditures by the Authority during the preceding quarter, all revenues received by the Authority during the preceding quarter, all obligations remaining payable as of the last day of the preceding quarter, and all balances on hand as of the last day of the preceding quarter.

7.K. Support from Parties. A Party, in the exercise of the reasonable discretion of its governing body and with the consent of the Board, may provide support for the Authority, its staff, and its professional consultants, including providing quarters, janitorial services and maintenance, supplies, printing and duplication, postage, telephone services, transportation services, and the professional and technical assistance as may be necessary to enable the Authority to perform its responsibilities. All assistance shall be provided on an at-cost basis.

7.L. Other Support and Fees. The Authority shall apply for available State, Federal, regional, and local support funds, including funds from public and private foundations, and shall make new and additional applications from time to time as deemed appropriate by the Board. If deemed necessary, the Authority may also establish and collect filing and processing fees in connection with matters to be considered by it.

7.M. Budget Amendments. Any amendments to the budget shall require the affirmative vote of 2/3rds of the Board.

8. TREASURER

8.A. Treasurer of the Authority shall be the Treasurer appointed by the Board.

8.B. The Treasurer shall:

8.B.1. Receive and receipt all money of the Authority and place it in the treasury of the Authority to the credit of the Authority.

8.B.2. Be responsible upon the Treasurer's official bond for the safekeeping and disbursement of all Authority money held by the Treasurer.

8.B.3. Pay any sums due from the Authority, from the Authority's funds held by the Treasurer or any portion thereof, upon warrants of the Controller designated herein.

8.B.4. Verify and report to the Authority in writing, as soon as possible after the first of July, October, January, and April of each year, the amounts of monies the Treasurer holds for the Authority, the amount of receipts since the Treasurer's last report, and any interest accrued to those funds.

8.B.5. The Authority shall reimburse the Treasurer for the cost of services provided by the Treasurer to the Authority upon an at-cost basis.

9. CONTROLLER

9.A. Controller of the Authority shall be the Controller appointed by the Board.

9.B. The Controller shall draw warrants to pay demands against the Authority when the demands have been approved by the Chair and the Authority's Executive Director. The Vice Chair of the Board may be substituted in the absence or vacancy of either the Chair or the Executive Director. The Controller shall be responsible on the Controller's official bond for the Controller's approval of disbursements of the Authority money.

9.C. The Controller shall keep and maintain records and books of account on the basis of generally accepted accounting practices. The books of account shall include records of

assets, liabilities, and contributions made by each Party to this JPA.

9.D. The Controller shall make available all the financial records of the Authority to a certified public accountant or public accountant contracted by the Authority to make an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under section 26909 of the California Government Code and shall conform to generally accepted auditing standards.

9.E. The Authority shall reimburse the Controller for the cost of services provided by the Controller to the Authority upon an at-cost basis.

10. BOND REQUIREMENTS

The Executive Director and such other persons employed by the Authority as may be designated by the Board shall file with the Authority an official fidelity bond, at the Authority's expense, in a penal sum determined by the Board as security for the safekeeping of the Authority's property entrusted to the employee.

11. PARTIES' LIABILITY

The debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the Parties either singly or collectively.

12. WITHDRAWAL OF A PARTY

12.A. **Withdrawal.** Provided that there has been a resolution with the Authority of any current or previously outstanding obligation (financial or otherwise) of the Party in question, a Party to this JPA may, at any time, withdraw from the Authority, following 180 days' notice to the Authority and all other members of the Authority, by resolution of intent to withdraw adopted by the governing board of the withdrawing Party. Unless the withdrawing Party and the Authority specifically mutually agree to the contrary, a withdrawing Party shall have no right to, or interest in, any of the assets of the Authority.

12.B. **Resumption of Membership.** Provided that there has been a resolution with the Authority of any current or previously outstanding obligation (financial or otherwise) of the Party in question, any Party which has withdrawn from the Authority in accordance with the provisions of this Section 12 may resume its membership upon a majority vote of the voting members of Board, and upon the agreement of the resuming party to abide by any other conditions that may be required by the Board pursuant to Section 3.F. of this Agreement.

13. **TERMINATION AND DISSOLUTION**

13.A. **No Specific Term.** This JPA shall continue in force without specific term, except as otherwise provided herein.

13.B. **Termination.** If, at any time, there cease to be two (2) or more Parties to this JPA, the Authority shall be deemed disestablished and this JPA shall cease to be operative except for the purpose of payment of any obligations theretofore incurred.

13.C. **Distribution of Assets.** If this JPA is terminated, all real and personal property owned by the Authority shall be distributed to the Federal, State or local funding agency or Party to this JPA that supplied that property or whose funding provided for the acquisition of that property unless other distribution is provided by law, or unless such property has been liquidated, where necessary, appropriate and where allowed by law, to pay the obligations of the Authority. Should the origin of any real or personal property be undeterminable, that property shall be disbursed to the Parties to this JPA based upon a documented percentage of each Party's overall contribution. To the extent that the percentage of the Parties' contributions cannot be determined then any real or personal property shall be disbursed in proportion to the level of transit service hours provided to each jurisdiction as delineated in the most recent transit service plan approved by the Authority.

13.D. **Allocation of Costs of Dissolution.** In the event of termination, if there

are not sufficient unencumbered funds which are a part of the assets of the Authority available to pay for the costs of dissolution, the costs of dissolution above available funds shall be borne by the Parties to this JPA in proportion to the level of transit service hours provided to each jurisdiction as delineated in the most recent transit service plan approved by the Authority.

13.E. **Continues in Effect until Distribution.** This JPA shall not terminate until all property has been distributed in accordance with this section.

14. **RETURN OF SURPLUS FUNDS**

Upon termination of the JPA, any surplus money on hand shall be returned to the Federal, State or local agency or the Party to this JPA that provided those funds. Should the origin of any funds be undeterminable, the funds shall be disbursed to the Parties to this JPA in proportion to the level of transit service hours provided to each jurisdiction as delineated in the most recent transit service plan approved by the Authority.

15. **SUCCESSORS**

JPA shall be binding upon and shall inure to the benefit of any successors of the Parties.

16. **RECORDS**

The Treasurer and the Controller shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority.

17. **SEVERABILITY**

Should any part, term, or provision of this JPA be decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or in effectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first instance.

18. COUNTERPARTS

This JPA may be executed in any number of counterparts, each of which, when executed, will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

19. EFFECTIVE DATE AND AMENDMENT

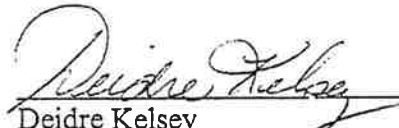
19.A. **Effective Date.** This JPA shall become effective upon ratification by resolution of any two (2) or more parties hereto.

19.B. **Amendment.** After this JPA becomes effective, it may be amended upon ratification by resolution of 2/3 of the Parties then signatories to this JPA.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers:

COUNTY OF MERCED

Date: November 10, 1999


Deidre Kelsey
Chair, Board of Supervisors

Attest:


James Ball
County Clerk

Approved as to legal form:


County Counsel

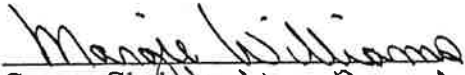
COUNTY OF MARIPOSA

Date: November 10, 1999

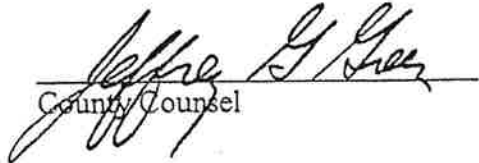


Robert Stewart
Chair, Board of Supervisors

Attest:

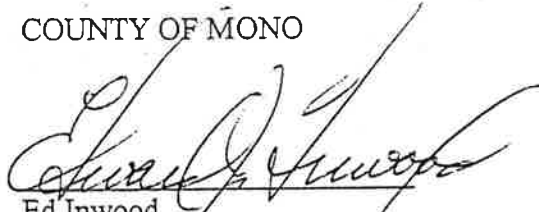

~~County Clerk~~ *to the Board*

Approved as to legal form:


County Counsel

COUNTY OF MONO

Date: November 10, 1999



Ed Inwood
Chair, Board of Supervisors

Attest:


County Clerk

Approved as to legal form:


County Counsel

YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM AUTHORITY

BYLAWS

WHEREAS, having been designated as the Board of Commissioners for the Yosemite Area Regional Transportation System Authority; and

NOW THEREFORE, be it resolved that the following bylaws are adopted as the bylaws of the Board of Commissioners for the Yosemite Area Regional Transportation System Authority.

ARTICLE I - PURPOSE

The Board of Commissioners will guide the development, implementation, and operation of transit service within and among their respective jurisdictions and Yosemite National Park. Further, the Board will pursue and foster the objectives of the Authority including:

- Preservation of the natural environment in the Yosemite Region
- Coordination and communication with Yosemite National Park
- Accommodation of increasing visitation to Yosemite National Park and surrounding region, of transportation options
- Coordination of local policy and administrative efforts to provide regional transit service and financial resources

ARTICLE II - MEMBERSHIP

Section 1

The membership of the Board of Commissioners is governed by the Yosemite Area Regional Transportation System Authority Joint Powers Agreement (JPA). Parties to the JPA are the County of Mariposa, the County of Merced, and the County of Mono.

Section 2

The Board of Commissioners shall consist of three voting members. Each Party shall designate one Board Commissioner and at least one alternate Commissioner from among the elected officials of any publicly elected political office within its geographic limits. Designees of ex-officio and/or non-voting members of the Board, need not be elected officials.

The official membership may by majority vote appoint special committees composed of non-members, or request special information or advice from knowledgeable persons, as is necessary to carry out the objectives of the Board of Commissioners.

Section 3

The Board of Commissioners may also include ex officio members as identified in the Joint Powers Agreement or as designated by the Board of Commissioners. Exofficio members may be appointed by the National Park Service, United States Forest Service, the Federal Transit Administration, the Federal Highway Administration, California Department of Transportation (Caltrans), and the California State Division of Tourism.

ARTICLE III- QUORUM

A quorum for conduction all matters of business shall consist of a majority of voting members of the Board.

ARTICLE IV- VOTING

Each voting member of the committee shall have one (1) vote. Voting members shall be entitled to cast their votes on all matters brought to a vote during a regular or called meeting at which said member is present, and providing a quorum is present at said time. A majority of the Board of Commissioners voting members shall be required to pass, accept, or approve, reject or defer for further study, project reports, actions, and/or amendments. Abstaining votes shall be counted as consenting to the will of the majority. In the event of a tie vote, abstaining votes shall

be counted as affirmative votes. The affirmative vote of a majority of the voting members of the entire Board shall be required to approve all expenditures.

ARTICLE V - OFFICERS

Section 1

The officers of the Board of Commissioners shall be the Chairperson and the Vice-Chairperson. Officers will be elected from the voting members. The Chairperson must have at least one year experience as a Commissioner.

Section 2

The Chair shall preside at all meetings of the Board, and is eligible to vote on all matters coming before the Board. The Chairperson shall be responsible for conducting all meetings and appointment of necessary subcommittees, which may be necessary to fulfill the objectives of the Board.

Section 3

The Vice-Chairperson shall perform all the duties and assume all the responsibilities of the Chairperson in his/her absence.

Section 4

Election of officers shall occur at the last regularly scheduled meeting of the fiscal year. The term of office shall be one year.

ARTICLE VI – POWERS AND FUNCTIONS

Section 1

The Board shall have the power to plan, establish, manage, and evaluate passenger bus service and other regional transit and transportation improvements and services within and among their respective jurisdictions and Yosemite National Park.

Section 2

Employ an Executive Director as the chief administrative officer of the Authority;

Section 3

Employ agents and employees and contract for professional services;

Section 4

Make and enter into contracts including cooperative agreements;

Section 5

Acquire, hold and convey real and personal property;

Section 6

Incur debts, obligations and liabilities;

Section 7

Accept contributions, grants, or loans from any public or private agency or individual, or the United States, the State of California, or any department, instrumentality, or agency thereof, for the purpose of financing its activities;

Section 8

Have appointed members and ex-officio members of the Board serve without compensation from the Authority;

Section 9

Establish committees of its members and/or interested citizens and professional staff to advise the Board on matters under consideration;

Section 10

To exercise any and all other powers as may be provided for in California Government Code section 6547.

ARTICLE VII - MEETINGS

Meetings will be held as needed, but at least quarterly. The Board of Commissioners will adopt an annual meeting schedule at the last regular meeting of the fiscal year.

ARTICLE VIII - SPECIAL MEETINGS

Special meetings of the Board of Commissioners may be called by the Chairperson, or in his/her absence, the Vice-Chairperson. Notice by letter or by phone 72 hours prior to the scheduled time shall be considered adequate.

ARTICLE IX- MEETING NOTICES

Agenda for Board of Commissioners meetings will be distributed to each voting and ex officio member at least 72 hours in advance of each regular or special meeting. Copies of agenda for Board of Commissioners meetings will be distributed at least 72 hours in advance of each regular or special meeting to each Party's County Clerk, and to the staff of Yosemite National Park, for the purposes of having the agenda posted in each region. Meetings will be conducted in accordance with the California Open Meeting Law (Brown Act).

ARTICLE X - FINANCE

The Board of Commissioners shall adopt an annual transit service plan and budget. Amendment of the annual transit service plan and budget shall require majority approval by the Board of Commissioners. A financial audit report consistent with state and federal regulations will be presented to the Board annually.

ARTICLE XI - ADMINISTRATION

The Board of Commissioners will appoint an Executive Director to manage and administer the transit service plan and budget. The Executive Director will serve as secretary to the Board and other duties listed in Section 6. Executive Director, Joint Powers Agreement.

ARTICLE XII

In matters not addressed in these bylaws, The Standard Code of Parliamentary Procedure shall be used.

ARTICLE XIII - AMENDMENTS

The bylaws of the Board of Commissioners may be amended by a majority vote at any regular meeting if the proposed bylaws amendment has been distributed to the membership 14 days prior to the meeting.

Adopted: October 4, 1999


AYES: 3

NOES: 0

ABSENT: 0

ATTEST:


Chair


Approved as to form, Counsel


Executive Director

M E M O R A N D U M

DATE: January 18, 2017
TO: YARTS JPA Members
FROM: Robert T. Haden, Legal Counsel
RE: SYNOPSIS/STAFF REPORT FOR BOARDS OF SUPERVISORS

The Amended and Restated Joint Powers Agreement for Yosemite Area Regional Transportation System Authority is a long overdue update to the original agreement, which was adopted 17 years ago. The amended and restated agreement incorporates all prior amendments to the original agreement.

Most changes are "clean-up" in nature. There are no major structural changes. Definitions have been expanded. Minor changes to Administering Agency and Board functions may now be made by the Board itself, obviating the need to go back to each jurisdiction for even minor changes. This is in keeping with the nature of the joint powers authority as an independent public agency as defined in the Government Code. The amended and restated agreement refers to the Administering Agency (currently MCAG), not by name, but by function. Some changes to the agreement are required by law. For example, counting an abstention as an affirmative vote is not proper. The agreement still requires an absolute majority vote to make material substantive changes to the agreement itself or the bylaws. Changes to the bylaws conform to changes in the JPA agreement.

**AMENDED AND RESTATED JOINT POWERS AGREEMENT FOR
YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM AUTHORITY**

This Amended and Restated Joint Powers Agreement (“Agreement”) is made as of _____, 2017, by and among the Counties of Merced, Mariposa and Mono, political subdivisions of the State of California (“Parties” or “Members”, depending on the context), and supersedes the original Agreement dated September 21, 1999.

RECITALS

1. The California Joint Exercise of Powers Act (“Act”) (California Government Code Section 6500 et seq.) authorizes two (2) or more public agencies to jointly exercise any power common to them;
2. The Parties to this Agreement possess in common the powers to plan, operate, manage, and evaluate transportation improvements within and among their respective jurisdictions around Yosemite National Park;
3. The Parties to this JPA possess in common the authority to acquire and expend funds towards transportation needs, including regional transit service, and to plan for, establish, manage, and evaluate transportation improvements, including regional transit service;
4. The continued growth in visitation to Yosemite National Park necessitates the development of regional transportation alternatives in the

incorporated and unincorporated areas of the Counties of Mariposa, Merced, and Mono;

5. For over 15 years, the costs of operating the Authority transit operation have been defrayed by utilizing federal, state, local and other grant funds and fare-box revenue and associated operation revenue;

6. The Parties to this Agreement shall continue to work together in a cooperative and mutually beneficial manner with the National Park Service ("NPS"), the California Department of Transportation ("Caltrans"), USDA Forest Service, and all other agencies with responsibilities for transportation in and around Yosemite National Park.

WHEREFORE, the Parties continue the Authority known as the Yosemite Area Regional Transportation System Authority for the purpose of owning, financing, administering and operating transit equipment and facilities and for administering rates for transit programs and do agree as follows:

ARTICLE 1. DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings specified in Exhibit A, which is attached hereto and incorporated herein by this reference.

ARTICLE 2. STATEMENT OF PURPOSE

The Parties have joined together to establish the Authority for the following reasons:

2.1 Yosemite National Park's management plans, policies and implementation programs affect the local economies of the gateway communities to Yosemite National Park, which depend on tourism as an important source of economic vitality, and affect the Authority's plans, policies and implementation programs, making establishing and increasing coordination and communication between the NPS and the Parties hereto an important purpose of this Authority;

2.2 To accommodate the increasing demand for visitation to Yosemite National Park through an increasing number of transportation options for visitors and employees;

2.3 To develop transportation alternatives in ways that do not degrade the visitor experience or the natural resources in the region;

2.4 To undertake coordinated political and administrative efforts necessary to resolve issues, obtain funding from outside sources, and to keep projects and programs on schedule; and

2.5 To provide and operate Transit Services to and through Yosemite National Park.

ARTICLE 3. ESTABLISHMENT OF THE AUTHORITY

3.1 Separate Entity. Yosemite Area Regional Transportation System Authority was established as a public entity, separate and distinct from its Members, as the public agency to exercise the common powers provided for in this Agreement and to continue to administer or otherwise execute the stated

functions and purposes of this Agreement, including, but not limited to, the planning, establishment and management of the Yosemite Area Regional Transportation System.

3.2 Regional Function. The Authority shall function as the regional representative within the Service Area for transit and alternative transportation, as well as for supplemental and related matters to carry out the stated functions and purposes of this Agreement. In this role, the Authority may offer comments, recommendations and advice with regard to Yosemite National Park's management plans, policies and implementation programs, which affect transportation.

3.3 Cooperative Agreement with NPS. In order to ensure that the Authority and the NPS establish the desired close working relationship, which all parties and agencies agree is necessary if the Authority is to fulfill its purposes, and recognizing that statutory provisions restrict federal agencies' ability to participate as signatories to this Joint Powers Agreement, upon its establishment the Authority entered into a written agreement with the NPS delineating the various responsibilities of the NPS and the Authority and detailing the NPS's commitment to, and funding obligations for, the operations of the Authority and of the transit system to be planned, established, managed, and evaluated by the Authority and the NPS.

3.4 Participation of Federal and State Agencies. The Members agree to work in cooperation with other agencies as Ex Officio, non-voting members of the

Authority and/or pursuant to any memorandum of understanding or cooperative agreement between any agency and the Authority. The USDA Forest Service, Federal Highway Administration, Federal Transit Administration, Caltrans and the California Travel and Tourism Commission may participate as non-voting members of the Board.

3.5 Addition of Voting Members. Members may be added to the Authority based on majority vote of the Board and such Member's agreement to abide by the requirements of this Agreement, including participation in funding the administrative costs of the Authority and any other conditions that may be required by the Board.

3.6 Addition of Non-Voting Members. Non-voting Ex Officio members may be added to the Authority based on a majority vote of the Board of the Authority.

ARTICLE 4. BOARD

4.1 Board. The Authority shall be governed by the Board of Directors, which shall be comprised of two voting Directors from each of the Members of the Authority.

4.2 Designation of Representatives. Each Member shall designate two Directors and one alternate Director from among the elected officials of any publicly elected political office within its geographic limits. Designees of Ex

Officio and/or other non-voting members of the Board need not be elected officials.

4.3 Term of Office. Each Director and alternate shall serve at the pleasure of the Member designating that Director or alternate. However, in no case shall the term of office of any Director or alternate appointed by virtue of holding elected office exceed the term of his or her elected office.

4.4 Quorum and Voting Requirements. A quorum for conducting all matters of business shall be a majority of the voting Director Members of the Board. The affirmative vote of a majority of the Directors of the Board shall be required for the approval of any matter of official business.

4.5 Time and Place of Meetings; Brown Act Compliance. The Board shall adopt rules of procedure and may set times and places for each regular Board meeting. All Board meetings shall be conducted in accordance with the Ralph M. Brown Act, California Government Code Section 54950, *et seq.*

4.6 Committees. The Board may establish committees and subcommittees from time to time as needed.

4.7 Bylaws. The Bylaws of the Authority shall be those duly adopted and amended from time to time by the Board.

ARTICLE 5. POWERS AND FUNCTIONS

5.1 Powers and Functions of Authority. The Authority shall have the non-exclusive common power of the Members to plan, establish, manage, and

evaluate passenger bus service and other regional transit and transportation improvements and services within and among their respective jurisdictions and Yosemite National Park, as well as the power to carry out all other activities necessary or supplemental to the provision of passenger bus service and other regional transit and transportation improvements and services for the benefit of the general public. In the exercise of that power, the Authority is authorized in its own name to:

- a. Contract for administrative services, including an Executive Director, Treasurer, Controller and Auditor;
- b. Employ an Executive Director as the chief administrative officer of the Authority;
- c. Employ agents and employees and contract for professional services;
- d. Make and enter into contracts including cooperative agreements;
- e. Acquire, hold and convey real and personal property;
- f. Incur debts, obligations and liabilities;
- g. Accept contributions, grants or loans from any public or private agency or individual, or the United States, the State of California, or any department, instrumentality, or agency thereof, for the purpose of financing its activities;

h. Invest money that is not needed for immediate necessities as the Board deems advisable, in the same manner and upon the same conditions as other local entities in accordance with section 53601 of the California Government Code;

i. Have appointed members and Ex Officio members of the Board serve without compensation from the Authority, except that members of the Board may be reimbursed for all reasonable expenses and costs relating to attendance at Board meetings or other authorized Authority business;

j. Do all other acts reasonable and necessary to carry out the purposes of the Members of the Authority;

k. Sue and be sued, in its name only, but not in the name or stead of any Party; and

l. To exercise any and all other powers as may be provided for in the Act.

5.2 Statutory Limitation on Exercise of Powers. The powers to be exercised by the Authority are subject to such restrictions upon the manner of exercising such powers as are imposed upon the County of Mariposa in the exercise of similar powers.

ARTICLE 6. ADMINISTRATIVE AGENCY

6.1 Administrator. The Board shall select and contract with an Administering Agency which shall be responsible for operations and management of the Authority's business.

6.2 Executive Director. Subject to approval and oversight of the Board, the Administrative Agency may designate an Executive Director whose powers and duties shall include the following:

- a. Appoint a Secretary to the Board;
- b. Keep accurate and sufficient records of all proceedings of the Authority;
- c. Receive and transmit all Authority correspondence;
- d. Keep a record and ascertain the qualifications of each duly authorized representative and alternate;
- e. Maintain files for all reports;
- f. Direct and coordinate the work of the Authority;
- g. Prepare and administer the Authority's annual proposed budget and work program, including overseeing the preparation of applications and workplans for federal, state or other financial assistance, and work with the NPS to accomplish these tasks;
- h. Maintain a record of all Authority financial transactions;
- i. Make an annual report covering the business of the Authority during the preceding year;
- j. Transmit to the Executive Director's successor all books and records of the Authority in the Executive Director's possession;
- k. Approve, upon budget approval or specific affirmative vote of the Board, demands for payment to the Controller of the Authority; and

m. Other powers and duties as assigned or delegated by the Board, as well as other powers and duties as are incidental to the office of Executive Director.

ARTICLE 7. FINANCING

7.1 Fiscal Year. Authority's fiscal year will be July 1 through June 30.

7.2 Proposed Budget. The Authority Executive Director shall annually propose a budget as provided in this Article for the administration and operation of the Authority.

7.3 Contents of Budget. All budgets of the Authority, adopted and/or proposed, shall show, among other things, all required expenditures, itemizing and segregating operation and administration and capital outlay for the coming fiscal year. The budget shall also show all anticipated revenues, including the source thereof in reasonable detail, for the coming fiscal year, and all administrative costs. All budgets of the Authority, adopted and/or proposed, shall also show any deficiency in proposed expenditures over anticipated income and any deficiency shall be shown clearly as a separate and distinct item. If any deficiency is shown on the budget, any reasons for the deficiency and recommended solutions to eliminate the deficiency shall also be shown.

7.4 Adoption of Budget. The Board shall adopt a budget for each upcoming fiscal year not later than the 15th day of April of each current year. Prior to adopting its budget, the Board shall hold at least one public hearing on

the proposed budget, which may be at the same meeting during which the budget is considered by the Board.

7.5 Notice and Holding of Public Budget Hearing. The budget hearing shall be noticed and held pursuant to the Ralph M. Brown California Open Meeting Act (California Government Code Section 54950, *et seq.*, as amended). Prior to the budget hearing, a copy of the proposed budget shall be made available (for example, via the internet or by providing a copy to one or more public libraries in each of the Counties that are Parties to this JPA) to any members of the public who may request a copy thereof and notice shall then be published once at least ten (10) days prior to the public hearing in a newspaper of general circulation in each Member's jurisdiction.

7.6 Budget Transmitted to Members. The Authority, not later than the 1st day of May, shall transmit copies of its adopted budget to each Member.

7.7 Advances by Members. Any of the Members or Ex Officio members may advance funds and/or at-cost in-kind support to the Authority for any proper purpose of the Authority, subject to Paragraph 7.9. Prior to the making of an advance, the Authority shall enter into a written agreement with the Party making the advance and shall identify certain specific revenue or revenues which shall be applied toward the repayment of the advance. Such an agreement may provide that the advance shall be payable only out of specific revenue of the Authority, or out of specific revenue of the Authority together with other revenues of the Authority.

7.8 Contributions by Parties. Any of the Members or Ex Officio members may make a contribution of funds and/or at-cost in-kind support (pursuant to Section 7.11) to the Authority to be used for any proper purpose of the Authority. The making of such a contribution shall not alter, in any way, the relationship established by this JPA between the Authority and the Members or between the respective Member Parties. Such a contribution may be made pursuant to an agreement between the Authority and the Member making the contribution, in which the use of the contributed funds is specified or restricted.

7.9 Limitations on Debts. The Authority shall incur no indebtedness, including, but not limited to, advances pursuant to Paragraph 7.7, for any item or purpose which is not budgeted for, and for which funds have not been budgeted for repayment during the fiscal year that repayment is to be made, without approval of the Board.

7.10 Quarterly Financial Report. The Executive Director shall present to the Board, and the Board shall transmit to each of the Members, a financial report at each Board meeting. The financial report shall set forth in reasonable detail all expenditures by the Authority during the preceding quarter, all revenues received by the Authority during the preceding quarter, all obligations remaining payable as of the last day of the preceding quarter, and all balances on hand as of the last day of the preceding quarter.

7.11 Support from Members. A Member, in the exercise of reasonable discretion of its governing body, and with the consent of the YARTS Board of

Directors, may provide support for the Authority, its staff, and its professional consultants, including providing quarters, janitorial services and maintenance, supplies, printing and duplication, postage, telephone services, transportation services, and professional and technical assistance as may be necessary to enable the Authority to perform its responsibilities. All assistance shall be provided on an at-cost basis.

7.12 Other Support and Fees. The Authority shall apply for available state, federal, regional, and local support funds, including funds from public and private foundations, and shall make new and additional applications from time to time as deemed appropriate by the Board. If deemed necessary, the Authority may also establish and collect filing and processing fees in connection with matters to be considered by it.

7.13 Budget Amendments. Amendments to the budget shall require the affirmative vote of the Board.

ARTICLE 8. TREASURER

8.1 Appointment of Treasurer. The Treasurer of the Authority shall be designated by the Executive Director.

8.2 Duties. The Treasurer shall:

a. Receive and receipt all money of the Authority and place it in the treasury of the Authority to the credit of the Authority;

- b. Be responsible for the safekeeping and disbursement of all Authority money held by the Treasurer;
- c. Pay any sums due from the Authority, from the Authority's funds held by the Treasurer, or any portion thereof, upon warrants of the Controller designated herein; and
- d. Transmit to the Executive Director quarterly financial reports.

8.3 Reimbursement. The Authority shall reimburse the Administering Agency for the cost of services provided by the Treasurer to the Authority on an at-cost basis.

ARTICLE 9. CONTROLLER

9.1 Appointment. The Controller of the Authority shall be designated by the Executive Director.

9.2 Duties. The Controller shall:

- a. Draw warrants to pay demands against the Authority in accordance with the Administering Agency's policies. The Controller shall be responsible on the Controller's official bond for the Controller's approval of disbursements of the Authority money;
- b. Keep and maintain records and books of account on the basis of generally accepted accounting practices. The books of account shall include records of assets, liabilities and contributions made by each member to the Authority; and

c. Make available all the financial records of the Authority to a certified public accountant or public accountant contracted by the Authority to make an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under section 26909 of the California Government Code and shall conform to generally accepted auditing standards.

9.3 Reimbursement. The Authority shall reimburse the Administering Agency for the cost of services provided by the Controller to the Authority on an at-cost basis.

ARTICLE 10. BOND/INSURANCE REQUIREMENTS

The Administering Agency, on behalf of the Executive Director, Treasurer, and Controller, and such other persons contracting with the Authority as may be designated by the Board shall file with the Authority an official fidelity bond or insurance policy, at the Authority's expense, in a sum determined by the Board as security for the safekeeping of the Authority's property entrusted to them.

ARTICLE 11. PARTIES' LIABILITY

The debts, liabilities and obligations of the Authority shall not be the debts, liabilities or obligations of the Members either singly or collectively.

ARTICLE 12. WITHDRAWAL OF PARTY

12.1 Withdrawal. Provided that there has been a resolution with the Authority of any current or previously outstanding obligation (financial or

otherwise) of the Member in question, a Member may withdraw from the Authority following 180 days' written notice to the Authority and all other Members of the Authority, by resolution of intent to withdraw adopted by the governing board of the withdrawing Member. Unless the withdrawing Member and the Authority specifically agree to the contrary, a withdrawing Party shall have no right to, or interest in, any of the assets of the Authority.

12.2 Resumption of Membership. Provided that there has been a resolution with the Authority of any current or previously outstanding obligation (financial or otherwise) of the Member in question, any Member which has withdrawn from the Authority in accordance with the provisions of this Section 12 may resume its Member status upon a majority vote of the voting Members of the Board, and upon the agreement of the resuming party to abide by any other conditions that may be required by the Board pursuant to this Agreement.

ARTICLE 13. DISSOLUTION

13.1 No Specific Term. The Authority shall continue in force without specific term, except as otherwise provided.

13.2 Dissolution. If, at any time, there cease to be two (2) or more Members, the Authority shall be deemed disestablished and this Agreement shall cease to be operative except for the purpose of winding up and payment of any obligations.

13.3 Distribution of Assets. Subject to Section 12.1, if the Authority is dissolved, all real and personal property, including surplus funds, possessed by the Authority shall be distributed to the federal, state or local funding agency or Member of the JPA that supplied such property, or whose funding provided for the acquisition of such property, unless other distribution is provided by law, or unless such property has been properly liquidated, to pay the obligations of the Authority. Should the origin of any real or personal property be undeterminable, that property shall be equitably divided among the Members of the Authority, as they agree or in proportion to the level of transit service hours provided to each jurisdiction in the most recent transit service plan approved by the Authority.

13.4 Allocation of Costs of Dissolution. In the event of dissolution, if there are not sufficient unencumbered funds which are assets of the Authority available to pay for the costs of dissolution, such costs shall be borne by the Members in proportion to the level of transit service hours provided to each jurisdiction as delineated in the most recent transit service plan approved by the Authority.

13.5 Continues in Effect until Distribution. This Agreement shall not terminate until all property has been distributed in accordance with this section.

ARTICLE 14. SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of any successors of the Members.

ARTICLE 15. RECORDS

The Treasurer and the Controller shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority.

ARTICLE 16. SEVERABILITY

Should any part, term, or provision of this Agreement be decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining provisions can be construed in substance to constitute this agreement which the Member Parties intended to enter into in the first instance.

ARTICLE 17. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when executed, will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

ARTICLE 18. EFFECTIVE DATE AND AMENDMENT

18.1 Effective Date. This Agreement shall become effective upon ratification by resolution of any two (2) or more parties hereto.

18.2 Amendment. After this JPA becomes effective, it may be amended upon ratification by resolution of two-thirds of the Member Parties then signatories to this JPA.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers:

Date: _____ COUNTY OF MERCED

Chair, Board of Supervisors

Attest:

County Clerk

Approved as to legal form:

County Counsel

Date: _____ COUNTY OF MARIPOSA

Chair, Board of Supervisors

Attest:

County Clerk

Approved as to legal form:

County Counsel

COUNTY OF MONO

Date: _____

Chair, Board of Supervisors

Attest:

County Clerk

Approved as to legal form:

County Counsel

EXHIBIT A
DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Agreement have the meanings specified below.

Act

“Act” means the California Joint Exercise of Powers Law (California Government Code Section 6500 *et seq.*)

Administering Agency

“Administering Agency” means the organization which manages the operation of the Authority.

Agreement

“Agreement” means this Amended and Restated Joint Exercise of Powers Agreement, as it may be amended from time to time.

Authority

“Authority” means the Yosemite Area Regional Transportation System Authority.

Board

“Board” means the governing Board of Directors of the Authority, currently consisting of 2 elected officials from the Counties of Mariposa, Merced and Mono, for a total of 6 Directors as more fully described in Section 6 of this Agreement.

Controller

“Controller” means the Controller or designee of the Administering Agency.

Director

“Director” means each Agency representative appointed by a Member who serves on the governing Board of Directors.

Equipment and Facilities

“Equipment and Facilities” means the personal and real property used by the Authority and the operator of Transit Services.

Executive Director

“Executive Director” means Executive Director or designee of the Administering Agency.

Ex Officio member

“Ex Officio member” means an advisory, non-voting member of the Board and is not required to be a public official.

Member

“Member” means any one of the public entities listed in Exhibit B and any public entity that becomes a new voting Member in accordance with this Agreement.

Party/Parties

“Party/Parties” means the public entities which are signatories to and Members of the Authority.

Service Area

“Service Area” means all territory covered by the Annual Service Plan, including highways to Yosemite National Park from or through Mariposa, Mono, Merced, Tuolumne, Madera and Fresno Counties.

Transit Services

“Transit Services” means transportation services for the general public within the Service Area known as the Yosemite Area Regional Transportation System.

Treasurer

“Treasurer” means the Chief Financial Officer or designee of the Administering Agency.

CERTIFICATE OF SECRETARY

I, the undersigned, certify:

(1) That I am the duly acting Secretary of the Yosemite Area Regional Transportation System Authority, a California joint powers authority; and

(2) That the foregoing Amended and Restated Joint Powers Agreement of the Yosemite Area Regional Transportation System Authority, comprising 20 pages, excluding Exhibits, constitutes the original Amended and Restated Joint Powers Agreement of Yosemite Area Regional Transportation System Authority as duly adopted on 2-22 2017, and that said Amended and Restated Joint Powers Agreement has not been amended, modified or revoked.

Date: 2-22-17



Joy Young, Secretary



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Out of State Travel Request -
Supervisor Gardner

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Travel approval for Supervisor Bob Gardner to attend the National Association of County's Western Interstate Region Conference in Deschutes County, Oregon, May 24-26.

RECOMMENDED ACTION:

Approve out of state travel for Mono County Supervisor Bob Gardner (the county's NACo alternate representative) to attend the NACo Western Interstate Region Conference in Deschutes County, Oregon, May 24-26.

FISCAL IMPACT:

Up to \$1000 for conference registration and travel. Supervisor Gardner has no-cost lodging in Bend.

CONTACT NAME: Helen Nunn

PHONE/EMAIL: 760-932-5534 / hnunn@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Agenda

History

Time	Who	Approval
4/12/2017 3:55 PM	County Administrative Office	Yes
4/12/2017 4:13 PM	County Counsel	Yes
4/13/2017 10:04 AM	Finance	Yes



Larry Johnston ~ District One Fred Stump ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5533 • FAX (760) 932-5531

Shannon Kendall, Clerk of the Board

April 18, 2017

TO: Mono County Board of Supervisors

FROM: Stacy Corless

DATE: April 18, 2017

Description:

Western Interstate Region is affiliated with the National Association of Counties and is dedicated to the promotion of Western interests within NACo. These interests include public land issues (use and conservation), community stability and economic development, and the promotion of the traditional Western way of life. Its membership consists of fifteen Western states, (Alaska, Hawaii, Wash., Ore., Calif., Idaho, Nev., Ariz., Mont., Wyo., Colo., N.M., Utah, N.D., S.D.) with membership funded through the individual state associations.

The Western Interstate Region Conference provides attendees the opportunity to interact with federal, state and regional policymakers, participate in education sessions and take home tools to address timely challenges. Topics and items of interest at WIR include public lands issues (including PILT), and county cannabis regulation (including a field trip in Deschutes County).

Recommended Action:

Approve out of state travel for Mono County Supervisor Bob Gardner (the county's NACo alternate representative) to attend the NACo Western Interstate Region Conference in Deschutes County, Oregon, May 24-26.

Fiscal Impact: Up to \$1000 for conference registration and travel. Supervisor Gardner has no-cost lodging in Bend.

Strategic Plan Alignment:

Economic Base, Environment—adequate funding for and good management of national forest lands and other public lands could have a positive impact on our tourism and recreation-based economy.



Schedule at a Glance (subject to change)

TUESDAY, MAY 23

1:00 p.m. – 3:30 p.m. Mobile Workshops (*Pre-Registration Required*)

- **Counties and Cannabis: The Implications of Legal Marijuana for Local Governments.** Twenty-six states and the District of Columbia have decriminalized marijuana for either medical or recreational use, including ten of the 15 states within the western region of NACo. Although the decision to legalize marijuana may occur at the state level, in many instances counties will be called upon to develop the regulatory, permitting and land-use framework to implement the state law at the local level. This mobile workshop will provide county officials with the opportunity to see firsthand how Deschutes County, Ore., has addressed the challenges and opportunities presented by marijuana legalization and discuss best practices for addressing marijuana legalization in your home county. **Please Note:** *Business casual attire with closed-toed, comfortable shoes is encouraged and all participants must ride the bus.*
- **Moving America's Energy: Up-Close with our Nation's Pipeline Infrastructure.** Pipelines play an important role in transporting American energy resources from the lands that produce them to the communities that use them. Land-use planning, emergency response training, environmental monitoring, and other public health and safety priorities are common interests shared by counties and America's pipeline operators. This mobile workshop will provide county officials with an up-close look at a pipeline facility and hear from the operator and county staff how they work together on issues of mutual interest. **Required Attire:** *To ensure your safety, all participants must ride the bus and wear closed-toed shoes and cotton clothing. Individuals without appropriate attire will not be allowed to board the bus and participate in the workshop.*

4:00 p.m. – 7:00 p.m. Mobile Workshop Aboard a Train (*Pre-Registration Required*)

- **Moving America's Commerce: Understanding the Role of Freight Rail in our Communities.** Freight rail is crucial to the nation's multimodal transportation system. It hosts passenger rail service and creates billions of dollars in economic activity and thousands of jobs throughout the west, while connecting counties to the global marketplace. In addition, every year freight rail saves millions of gallons of fuel and avoids millions of tons of greenhouse gases. **Join BNSF Railway aboard the "NACo Express" as we take a 2-hour train ride through beautiful Deschutes County.** Enjoy refreshments and visit with BNSF Railway representatives and county officials about the role freight rail plays in communities across the west, and how counties and railroads can work together to solve challenges and advance common interests. **Please Note:** *Business casual attire with closed-toed, comfortable shoes is encouraged and all participants must ride the bus. A short set of stairs must be climbed to enter and exit the train.*

3:00 p.m. – 5:00 p.m. WIR Conference Registration

WEDNESDAY, MAY 24

7:30 a.m. – 8:30 a.m. WIR Public Lands Trustees Meeting (*Invitation Only*)

8:00 a.m. – 5:00 p.m. WIR Conference Registration

9:30 a.m. – 10:30 a.m. NACo Finance Committee Meeting

9:00 a.m. – 12:00 p.m. WIR Board of Directors Meeting

1:30 p.m. – 5:00 p.m. NACo Policy Steering Committee Meetings

- **Agriculture & Rural Affairs Steering Committee**
- **Environment, Energy & Land Use Steering Committee**
- **Public Lands Steering Committee**

6:30 p.m. – 8:30 p.m. WIR Board of Directors and NACo Board of Directors Reception (*Invitation Only*)

THURSDAY, MAY 25

7:30 a.m. – 4:30 p.m. WIR Conference Registration

8:30 a.m. – 10:00 a.m. Opening General Session

10:15 a.m. – 11:45 a.m. NACo Audit Committee Meeting (*Invitation Only*)

10:15 a.m. – 11:45 a.m. Workshops

12:00 p.m. – 1:15 p.m. Attendee Luncheon

1:30 p.m. – 4:00 p.m. NACo Board of Directors Meeting

1:30 p.m. – 3:00 p.m. Workshops

5:30 p.m. – 8:00 p.m. Conference-Wide Event

FRIDAY, MAY 26

8:00 a.m. – 12:30 p.m. WIR Conference Registration

8:30 a.m. – 9:00 a.m. WIR Business Meeting

9:15 a.m. – 10:30 a.m. General Session

10:45 a.m. – 12:15 p.m. Workshops

12:30 p.m. – 2:00 p.m. WIR Closing Luncheon



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT USPS Letter re Topaz Post Office

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter dated March 13, 2017 to the Board of Supervisors from the US Postal Service regarding the Topaz Post Office.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: 760-932-5534 / hnnun@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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[USPS Letter](#)

History

Time	Who	Approval
4/14/2017 8:40 AM	County Administrative Office	Yes
4/14/2017 8:40 AM	County Counsel	Yes
4/14/2017 8:40 AM	Finance	Yes



March 13, 2017

Board of Supervisors
C/O Clerk of the Board
PO BOX 715
Bridgeport, CA 93517-0715

RE: Topaz Post Office ("Post Office")

Dear Board of Supervisors:

The United States Postal Service is considering retail services that was provided at the above referenced Post Office to a yet to-be-determined location as close as reasonably possible to the existing location.

Due to the termination of the previous Postal facility due to disrepair and other reasons, the Postal Service is considering coming in with a new Post Office. Despite significant cost reductions, the Postal Service continues to experience a net loss as mail volume continues to decline because of increased electronic communication. As a self-supporting government establishment that receives no tax dollars for its operating expenses, the Postal Service must rely on the sale of postage, products and services to generate revenue. In the face of unsustainable deficits, the Postal Service must seek ways to cut costs, increase revenue and use its physical facilities as efficiently as possible.

The "relocation project" will consist of procuring a suitable substitute location, preparing the new location for use as a post office and then transitioning the retail services to the new location. The Postal Service would continue retail services in Coleville for Topaz until the current Post Office is up and running.

In undertaking this project, the Postal Service will complete a process set out in 39 CFR 241.4 for soliciting and considering input from the community and local officials. As we are at the beginning of the process, I am offering to discuss the project with you. In our discussion, I would address the need for relocation, outline the proposal that is under consideration, explain our process for soliciting and considering input from the affected community, and ask for input from you and other local officials regarding the proposal. If you would like to discuss the project, please contact me by March 24, 2017. My contact information is below.

We will send an initial news release outlining the proposal to one or more news media serving the community and post a copy of the information in the public lobby of the Post Office.

I will need to set up a public meeting that I can either schedule at a location with a meeting room in Topaz or Coleville, in the lobby of the Post Office in Coleville or at a meeting room at the Mono County's offices. At least 15 days prior to the meeting, the Postal Service will advertise the date, time, and location of the public meeting in a local news medium and post in the Post Office's public lobby a notice of the date, time, and location of the public meeting.

At the public meeting, the Postal Service will identify the need, identify the tentative decision to relocate retail services, outline the proposal to meet the need for relocation, invite questions, solicit

RECEIVED

APR 13 2017

OFFICE OF THE CLERK

Board of Supervisors
March 13, 2017
RE: Topaz Post Office
Page 2 of 2

written input on the proposal, and provide an address to which the community and local officials may send written appeals of the tentative decision and comments on the proposal for a period of 30 days following the public meeting.

Because the proposal concerns relocation, we also will: (1) discuss the reasons for relocating; (2) identify the site or area, or both, to which the Postal Service anticipates relocating the retail services; and (3) describe the anticipated size of the retail service facility for the relocated retail services, and the anticipated services to be offered at the new location. The Postal Service may identify more than one potential relocation site and/or area, for example, when the Postal Service has not selected among competing sites.

After the 30-day comment and appeal period, the Postal Service will consider the comments and appeals received that identify reasons why the Postal Service's tentative decision and proposal is, or is not, the optimal solution for the identified need. Following that consideration, the Postal Service will make a final decision to proceed with, modify, or cancel the proposal. The Postal Service then will inform you in writing of its final decision, send an initial news release announcing the final decision to local news media and post a copy of the information in the public lobby of the Post Office. The Postal Service then will implement the final decision.

If the Postal Service decides to use a site or area that it did not identify at the public meeting, then our regulation generally requires the Postal Service to return to the public meeting stage of the process to make a new presentation regarding the new site or area.

We look forward to working with you and your staff as this project develops.

Sincerely,



Greg Shelton
Real Estate Specialist
United States Postal Service
200 E Kentucky Ave
Denver, CO 80209-9950
Phone: (303)264-0412
Email: Gregory.L.Shelton2@usps.gov



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2017

Departments: Clerk of the Board

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Susi Bains, Wild Iris

SUBJECT Proclamations Designating the Month of April, 2017 as Sexual Assault Awareness Month and Child Abuse Prevention Month

AGENDA DESCRIPTION:

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

April is nationally recognized as Sexual Assault Awareness Month and Child Abuse Prevention Month. Wild Iris is asking for county-wide participation to prevent sexual violence and child abuse, and is asking the Board of Supervisors to approve official proclamations to recognize April as Sexual Assault Awareness Month and Child Abuse Prevention Month. This item is an annually recurring request from Wild Iris.

RECOMMENDED ACTION:

Approve Proclamations.

FISCAL IMPACT:

None.

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report
CAPM Proclamation

History

Time	Who	Approval
4/12/2017 2:57 PM	County Administrative Office	Yes
4/12/2017 1:40 PM	County Counsel	Yes
4/12/2017 8:21 AM	Finance	Yes



Larry Johnston~District One Fred Stump~ District Two Tim Alpers ~ District Three
Tim Fesko ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5533 • FAX (760) 932-5531

Shannon Kendall, Clerk of the Board

TO: Honorable Board of Supervisors

FROM: Helen Nunn, Assistant Clerk-Recorder-Registrar

DATE: April 18, 2017

Subject

Proclamation designating the Month of April, 2017 as Sexual Assault Awareness Month and Child Abuse Prevention Month.

Recommendation

Approve Proclamations.

Discussion

April is nationally recognized as Sexual Assault Awareness Month and Child Abuse Prevention Month. Wild Iris is asking for county-wide participation to prevent sexual violence and child abuse, and is asking the Board of Supervisors to approve official proclamations to recognize April as Sexual Assault Awareness Month and Child Abuse Prevention Month. This is a recurring item, requested by Wild Iris every year.

Fiscal Impact

None.

**A PROCLAMATION OF THE
MONO COUNTY BOARD OF SUPERVISORS
RECOGNIZING CHILD ABUSE PREVENTION MONTH**

WHEREAS, children are vital to our community's future success and quality of life as well as being our most vulnerable assets;

WHEREAS, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development;

WHEREAS, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community;

WHEREAS, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope;

WHEREAS, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential;

WHEREAS, child abuse and neglect can be reduced in Mono County by making sure each family has the support they need in raising their children in a safe, nurturing environment;

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community;

WHEREAS, Wild Iris has set an important example of how forging collaborative relationships among service agencies and organizations serves to improve the quality of service for those profoundly and directly affected by child abuse, thus providing a model for how the rest of the community might work together to speak out and find solutions to end child abuse;

WHEREAS, Wild Iris requests public support and assistance as it continues its effort to bring real hope for ending child abuse in Mono County and creating a future where all children can live free from abuse;

NOW THEREFORE, in recognition of the important work done by Wild Iris and all victims' service providers, let it be resolved that the Mono County Board of Supervisors proclaims April, 2017, as Child Abuse Prevention Month.

PROCLAIMED this 18th day of April, 2017 by the Mono County Board of Supervisors.

**Stacy Corless, Chair
Supervisor, District Five**

**Larry K. Johnston
Supervisor, District One**

**Fred Stump
Supervisor, District Two**

**Bob Gardner
Supervisor, District Three**

**John Peters
Supervisor, District Four**

***A PROCLAMATION OF THE
MONO COUNTY BOARD OF SUPERVISORS
RECOGNIZING SEXUAL ASSAULT AWARENESS MONTH***

WHEREAS, rape, sexual assault and sexual harassment harm our community, and statistics show that 1 in 5 women and 1 in 71 men will experience sexual assault during their lifetime;

WHEREAS, child sexual abuse prevention must be a priority to confront the reality that 1 in 6 boys and 1 in 4 girls will experience a sexual assault before age 18;

WHEREAS, young people experience heightened rates of sexual violence, and youth ages 12-17 are 2.5 times as likely to be victims of rape or sexual assault;

WHEREAS, on campus, 1 in 5 women and 1 in 16 men are sexually assaulted during their time in college;

WHEREAS, survivors should have help to find the compassion, comfort, and healing they need, and sexual abusers should be punished to the full extent of the law;

WHEREAS, survivors of violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so that they can heal from the abuse;

WHEREAS, it is important to recognize the compassion and dedication of the individuals who provide services to victims of sexual assault and work to increase public understanding of this significant problem;

WHEREAS, we must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions;

WHEREAS, prevention is possible through education, awareness and community involvement;

WHEREAS, it is time for all residents of Mono County to take action to create a safer environment for all and make ending sexual assault a priority;

WHEREAS, Wild Iris requests all residents of Mono County pledge to join advocates and communities across the county in taking action to prevent sexual violence;

NOW THEREFORE, in recognition of the important work done by Wild Iris and all victims' service providers, let it be resolved that the Mono County Board of Supervisors proclaims April, 2017, as Sexual Assault Awareness Month.

PROCLAIMED this 18th day of April, 2017 by the Mono County Board of Supervisors.

**Stacy Corless, Chair
Supervisor, District Five**

**Larry K. Johnston
Supervisor, District One**

**Fred Stump
Supervisor, District Two**

**Bob Gardner
Supervisor, District Three**

**John Peters
Supervisor, District Four**



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2017

Departments: Human Resources

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** Dave Butters

SUBJECT Employment Contract with Jay Sloane
as Risk Manager

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Jay Sloane as Risk Manager, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

1. Announce fiscal impact. 2. Adopt Resolution #R17-____, approving a contract with Jay Sloane as Risk Manager, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The cost for this position for the remainder of FY 2016-2017 (April 4 to June 30th) is approximately \$32,549 of which \$19,992 is salary; \$4,770 is the employer portion of PERS, and \$7,787 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2016-2017) would be \$136,760 of which \$84,000 is annual salary; \$20,042 is the employer portion of PERS, and \$32,718 is the cost of the benefits.

CONTACT NAME: Dave Butters

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Resolution_Employment Contract for Risk Manager](#)

[Employment Contract](#)

History

Time	Who	Approval
4/12/2017 10:58 AM	County Administrative Office	Yes
3/30/2017 11:36 AM	County Counsel	Yes
4/12/2017 10:02 AM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5413 • FAX (760) 932-5411

Dave Butters

Director of Human Resources

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: April 4, 2017

Subject: Employment Agreement for Jay Sloane as Risk Manager

Recommendation: 1. Announce fiscal impact. 2. Adopt Resolution #R17-___, approving a contract with Jay Sloane as Risk Manager, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Background: Jay Sloane has been training in for the Risk Manager position and has recently assumed full duties and responsibilities for this position.

Fiscal Impact: The cost for this position for the remainder of FY 2016-2017 (April 4 to June 30th) is approximately \$32,549 of which \$19,992 is salary; \$4,770 is the employer portion of PERS, and \$7,787 is the cost of the benefits and is included in the approved budget.

Total cost for a full fiscal year (2016-2017) would be \$136,760 of which \$84,000 is annual salary; \$20,042 is the employer portion of PERS, and \$32,718 is the cost of the benefits.

For questions, please call Dave Butters at 760 932-5413 or email dbutters@mono.ca.gov



R17-__

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH JAY SLOANE, AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYEMENT

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

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

PASSED, APPROVED and ADOPTED this _____ day of _____, 2017, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

AGREEMENT EMPLOYMENT OF JACOB SLOANE

This Agreement is entered into by and between Jacob Sloane and the County of Mono.

I. RECITALS

Mr. Sloane is currently the Acting Risk Manager of Mono County. The County wishes to employ Mr. Sloane as the Risk Manager on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Sloane wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be April 4, 2017, until April 3, 2020, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Sloane in writing no later than October 3, 2019, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Sloane shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Mr. Sloane that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Sloane as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years, commencing on the date of its expiration, on the same terms in effect at the time of renewal.
2. Commencing April 4, 2017, Mr. Sloane shall be employed by Mono County as Risk Manager, serving at the will and pleasure of the County Administrative Officer in accordance with the terms and conditions of this Agreement. Mr. Sloane accepts such employment. The County Administrative Officer shall be deemed the "appointing authority" for all purposes with respect to Mr. Sloane's employment.
3. Effective April 4, 2017, Mr. Sloane's salary shall be \$7,000 per month. The Board may unilaterally increase Mr. Sloane's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Mr. Sloane's salary. During such negotiations, the County shall consider and discuss the issue of increased

compensation with Mr. Sloane in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Mr. Sloane shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. For Mr. Sloane, the prorated Merit Leave for the remainder of 2017 shall be 60 hours. Mr. Sloane understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost.
5. To the extent deemed appropriate by the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Sloane's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Sloane shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy, CalPERS medical insurance, County dental and vision coverage, and life insurance. Pursuant to the California Public Employees' Pension Reform Act of 2013, the CalPERS retirement formula applicable to Mr. Sloane's County employment will be 2% @ 62. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Mr. Sloane understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Sloane cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning

or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Sloane's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

8. Consistent with the "at will" nature of Mr. Sloane's employment, the County Administrative Officer may terminate Jacob Sloane's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Sloane understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Mr. Sloane's employment.
9. In the event that such a termination without cause occurs after April 4, 2018, (i.e., after the first twelve months of employment as Risk Manager), Mr. Sloane shall receive as severance pay a lump sum equal to six months salary or to the extent that fewer than six full calendar months remain (as of effective date) before this Agreement would have expired, Mr. Sloane shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. Sloane shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Sloane that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.
10. Notwithstanding the foregoing, Mr. Sloane shall not be entitled to any severance pay in the event that the County Administrative Officer has grounds to discipline him on or about the time he or she gives the notice of

termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. Sloane shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.

11. Mr. Sloane may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Sloane shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Jacob Sloane. Consistent with Mr. Sloane's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Sloane may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Sloane's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Sloane's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Sloane's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 Mr. Sloane shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Sloane is convicted of a crime involving abuse of office or position.
14. Mr. Sloane acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Sloane further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented

by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement shall be deemed executed as of April 4, 2017.

JACOB SLOANE

THE COUNTY OF MONO

By: Stacy Corless, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2017

Departments: Human Resources

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Dave Butters

SUBJECT Employment Agreement with Brad Braaten as Deputy District Attorney III

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Brad Braaten as Deputy District Attorney III, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

1. Announce fiscal impact. 2. Approve Resolution #R_____, approving a contract with Brad Braaten as Deputy District Attorney III, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The cost for this position for the remainder of FY 2016-2017 (April 8 to June 30th) is approximately \$42,567 of which \$26,145 is salary; \$6,238 is the employer portion of PERS, and \$10,183 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2016-2017) would be \$187,518 of which \$115,176 is annual salary; \$27,481 is the employer portion of PERS, and \$44,861 is the cost of the benefits.

CONTACT NAME: Dave Butters

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report

[Resolution - Brad Braaten](#)

[Employment Contract Deputy District Attorney III](#)

History

Time	Who	Approval
4/12/2017 6:25 PM	County Administrative Office	Yes
4/10/2017 10:06 AM	County Counsel	Yes
4/12/2017 10:00 AM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5413 • FAX (760) 932-5411

Dave Butters

Director of Human Resources

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: April 11, 2017

Subject: Re employment Agreement for Brad Braaten as Deputy District Attorney III

Recommendation: 1. Announce fiscal impact. 2. Approve Resolution #R_____, approving a contract with Brad Braaten as Deputy District Attorney III, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Background: Brad Braaten has worked in the Mono County District Attorney's office as Deputy District Attorney III since April 7, 2014. This agreement will renew his term of agreement for an additional 3-year term.

Fiscal Impact: The cost for this position for the remainder of FY 2016-2017 (April 8 to June 30th) is approximately \$42,567 of which \$26,145 is salary; \$6,238 is the employer portion of PERS, and \$10,183 is the cost of the benefits and is included in the approved budget.

Total cost for a full fiscal year (2016-2017) would be \$187,518 of which \$115,176 is annual salary; \$27,481 is the employer portion of PERS, and \$44,861 is the cost of the benefits.

For questions, please call Dave Butters at 760 932-5413 or email dbutters@mono.ca.gov



R17-__

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH BRAD BRAATEN, AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYEMENT

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

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

PASSED, APPROVED and ADOPTED this _____ day of _____, 2017, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

Agreement Re Employment Of Brad Braaten

This Agreement is entered into this ____ day of April, by and between Brad Braaten and the County of Mono.

I. RECITALS

Mr. Braaten is currently employed as Deputy District Attorney III. The County wishes to continue to employ Mr. Braaten as Deputy District Attorney III on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Braaten wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be April 8, 2017, until April 7, 2020, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Braaten in writing no later than October 7, 2019, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Braaten shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Mr. Braaten that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Braaten as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Mr. Braaten shall continue to be employed by Mono County as Deputy District Attorney III, serving at the will and pleasure of the District Attorney in accordance with the terms and conditions of this Agreement. Mr. Braaten accepts such continued employment. The District Attorney shall be deemed the "appointing authority" for all purposes with respect to Mr. Braaten's employment.
3. Mr. Braaten's salary shall be \$9,598 per month. The Board may unilaterally increase Mr. Braaten's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with the Deputy Sheriff's Association (DSA), this Agreement will be reopened for discussion and potential re-negotiation with respect Mr. Braaten's salary. During such negotiations, the County shall consider and discuss the issue of increased compensation with Mr. Braaten in good faith, but the County's decision whether

or not to grant such additional compensation shall be final and non-appealable. In addition, this Agreement will also be reopened within the first 30 days of the second year of the Agreement for discussion and possible renegotiation with respect to Mr. Braaten's salary or any other provision of this Agreement that the parties may mutually wish to discuss. After considering and discussing such issues in good faith, the County's decision shall be final and non-appealable.

4. Mr. Braaten shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Braaten understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost.
5. To the extent deemed appropriate by the District Attorney, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Braaten's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Braaten shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 2.5% @ 55 for Mr. Braaten), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Mr. Braaten understands and agrees that this receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Braaten cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any

additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Braaten's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

8. Consistent with the "at will" nature of Mr. Braaten's employment, the District Attorney may terminate Mr. Braaten's employment at any time during this agreement, without cause. However, should there be a change in the incumbent holding the office of District Attorney, Mr. Braaten's employment shall continue for six (6) months following such change (i.e., following the date when the new District Attorney takes office), unless termination for grounds as specified in Section 2.68.230, B of the County Code or any successor Code provision, as the same may be amended from time to time, is approved by the County Administrative Officer under advice of County Counsel, subject to review with the Board of Supervisors in closed session. In either event, this Agreement shall automatically terminate concurrently with the effective date of the termination. At the conclusion of the six-month period, Mr. Braaten's employment shall automatically revert to its prior status of being fully subject to termination without cause by the District Attorney in his or her discretion. At no time during the six-month period will Mr. Braaten acquire permanent status or a property interest in his employment. Mr. Braaten understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause (except during the aforementioned six-month period), and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the District Attorney may, in his or her discretion, take during Mr. Braaten's employment. Nevertheless, the parties understand that Mr. Braaten has rights under the Public Safety Officers Procedural Bill of Rights Act (California Government Code section 3300) and such rights cannot be waived by Mr. Braaten's entry into this agreement. The County shall ensure that Mr. Braaten receives such rights, but the parties agree that the County is not required to provide Mr. Braaten with any form or level of administrative appeal procedures beyond those required by state law.
9. On or before the effective date of any such termination without cause, Mr. Braaten shall receive as severance pay a lump sum equal to six months' salary

or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Mr. Braaten shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. Braaten shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Braaten that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Mr. Braaten shall not be entitled to any severance pay in the event that the District Attorney has grounds to discipline him on or about the time he or she gives him notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. Braaten shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Braaten may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Braaten shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. Pursuant to Government Code sections 53243 Mr. Braaten shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Braaten is convicted of a crime involving abuse of office or position.
13. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Braaten. It specifically supersedes and replaces the employment agreement between the parties dated April 7, 2014. Consistent with Mr. Braaten's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Braaten may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Braaten's date of eligibility for or vesting of

any non-salary benefits or for any other purpose.

14. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Braaten's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Braaten's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

15. Mr. Braaten acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Braaten further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement is executed this ____ day of April, 2017.

Brad Braaten

THE COUNTY OF MONO

By: Stacy Corless, Chair
Board of Supervisors

APPROVED AS TO FORM:

Stacey Simon
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2017

Departments: Human Resources

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Dave Butters

SUBJECT Employment Contract for Environmental Health Manager

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Louis Molina as Environmental Health Manager, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

1. Announce Fiscal Impact. 2. Approve Resolution #R_____, approving a contract with Louis Molina as Environmental Health Manager, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The cost for this position for the remainder of FY 2016-2017 (April 8 to June 30th) is approximately \$37,112 of which \$22,794 is salary; \$5,439 is the employer portion of PERS, and \$8,878 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2016-2017) would be \$163,487 of which \$100,416 is annual salary; \$23,959 is the employer portion of PERS, and \$39,112 is the cost of the benefits.

CONTACT NAME: Dave Butters

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Resolution_Employment Contract for Environmental Health Manager](#)

[Employment Agreement - Louis Molina](#)

History

Time	Who	Approval
4/12/2017 10:54 AM	County Administrative Office	Yes
4/11/2017 9:58 AM	County Counsel	Yes
4/12/2017 8:31 AM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5413 • FAX (760) 932-5411

Dave Butters
Director of Human Resources

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: April 18, 2017

Subject: Employment Agreement for Louis Molina as Environmental Health Manager

Recommendation: 1. Announce Fiscal Impact. 2. Approve Resolution #R_____, approving a contract with Louis Molina as Environmental Health Manager, and prescribing the compensation, appointment and conditions of said employment, and authorize the Board Chair to execute said contract on behalf of the County.

Background: Louis Molina has been employed by Mono County as the Environmental Health Manager since April 1, 2008. This three-year employment agreement maintains Mr. Molina's status in this position.

Fiscal Impact: The cost for this position for the remainder of FY 2016-2017 (April 8 to June 30th) is approximately \$37,112 of which \$22,794 is salary; \$5,439 is the employer portion of PERS, and \$8,878 is the cost of the benefits and is included in the approved budget.

Total cost for a full fiscal year (2016-2017) would be \$163,487 of which \$100,416 is annual salary; \$23,959 is the employer portion of PERS, and \$39,112 is the cost of the benefits.

For questions, please call Dave Butters at 760 932-5413 or email dbutters@mono.ca.gov



R17-__

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH LOUIS MOLINA, AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYEMENT

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

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

PASSED, APPROVED and ADOPTED this _____ day of _____, 2017, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

AGREEMENT EMPLOYMENT OF LOUIS MOLINA

This Agreement is entered into this 18 day of April 2017, by and between Louis Molina and the County of Mono.

I. RECITALS

The County wishes to continue to employ Louis Molins as Environmental Health Manager on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Molina wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be April 8, 2017, until April 7, 2020, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Molina in writing no later than October 7, 2019, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Molina shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Mr. Molina that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Molina as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years, commencing on the date of its expiration, on the same terms in effect at the time of renewal.
2. Mr. Molina shall continue to be employed by Mono County as Environmental Health Director, serving at the will and pleasure of the Public Health Director in accordance with the terms and conditions of this Agreement. Mr. Molina accepts such continued employment. The Public Health Director shall be deemed the "appointing authority" for all purposes with respect to Mr. Molina's employment.
3. Mr. Molina's salary shall be \$8,368 per month. The Board may unilaterally increase Mr. Molina's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Mr. Molina's salary. During such negotiations, the County shall consider and discuss the issue of increased compensation with

Mr. Molina in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Mr. Molina shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Molina understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost.
5. To the extent deemed appropriate by the Public Health Director, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Molina's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Molina shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy, CalPERS medical insurance, County dental and vision coverage, and life insurance. Such benefits include CalPERS retirement benefits (2.7% @ 55). Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Mr. Molina understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Molina cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Molina's regular schedule ever be

reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

8. Consistent with the "at will" nature of Mr. Molina's employment, the Public Health Director may terminate Louis Molina's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Molina understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Public Health Director may, in his or her discretion, take during Mr. Molina's employment.
9. On or before the effective date of any such termination, Mr. Molina shall receive as severance pay a lump sum equal to six months' salary or to the extent that fewer than six full calendar months before this Agreement would have expired, Mr. Molina shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. Molina shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Molina that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.
10. Notwithstanding the foregoing, Mr. Molina shall not be entitled to any severance pay in the event that the Public Health Director has grounds to discipline him on or about the time he or she gives the notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. Molina shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated

for such non-disciplinary reasons.

11. Mr. Molina may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Molina shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Louis Molina. Consistent with Mr. Molina's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Molina may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Molina's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Molina's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Molina's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 Mr. Molina shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Molina is convicted of a crime involving abuse of office or position.
14. Mr. Molina acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Molina further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement shall be executed by the parties this ____ day of April, 2017.

LOUIS MOLINA

THE COUNTY OF MONO

By: Stacy Corless, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2017

Departments: Human Resources

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** Dave Butters

SUBJECT Employment Agreement for Director
of Behavioral Health

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Robin Roberts as Director of Behavioral Health, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

1. Announce fiscal impact. 2. Adopt Resolution #R17-___, approving a contract with Robin Roberts as Director of Behavioral Health, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The cost for this position for the remainder of FY 2016-2017 (April 18 to June 30th) is approximately \$37,047 of which \$22,755 is salary; \$5,429 is the employer portion of PERS, and \$8,863 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2016-2017) would be \$182,497 of which \$112,092 is annual salary; \$26,745 is the employer portion of PERS, and \$43,660 is the cost of the benefits.

CONTACT NAME: Dave Butters

PHONE/EMAIL: 760 932-5413 / dbutters@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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[StaffReport_Re Employment Agreement with Director of Behavioral Health](#)

[Resolution for Employment Contract of Director of Behavioral Health](#)

[Employment Agreement - Robin Roberts](#)

History

Time	Who	Approval
4/13/2017 7:24 AM	County Administrative Office	Yes
4/13/2017 9:40 AM	County Counsel	Yes
4/12/2017 3:10 PM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5413 • FAX (760) 932-5411

Dave Butters
Director of Human Resources

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: April 18, 2017

Subject: Re Employment Agreement for Robin Roberts as Director of Behavioral Health

Recommendation:

Approve the Employment Agreement for Robin Roberts as Director of Behavioral Health for a term of three years from April 18, 2017 through April 17, 2020.

Background:

Robin Roberts was hired into the Behavioral Health Department on August 11, 2008 and was promoted to the Director of Behavioral Health in February 2012.

Fiscal Impact:

The cost for this position for the remainder of FY 2016-2017 (April 18 to June 30th) is approximately \$37,047 of which \$22,755 is salary; \$5,429 is the employer portion of PERS, and \$8,863 is the cost of the benefits and is included in the approved budget.

Total cost for a full fiscal year (2016-2017) would be \$182,497 of which \$112,092 is annual salary; \$26,745 is the employer portion of PERS, and \$43,660 is the cost of the benefits.

For questions, please call Dave Butters at 760 932-5413 or email dbutters@mono.ca.gov



R17-__

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH ROBIN ROBERTS, AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYEMENT

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

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

PASSED, APPROVED and ADOPTED this _____ day of _____, 2017, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

AGREEMENT RE EMPLOYMENT OF ROBIN ROBERTS

This Agreement is entered into this 18th day of April, 2017, by and between Robin Roberts and the County of Mono.

I. RECITALS

The County wishes to continue to employ Ms. Roberts as the Director of Behavioral Health on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Roberts wishes to accept such continued employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be April 18, 2017, until April 17, 2020, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Roberts in writing no later than October 17, 2019, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Roberts shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Ms. Roberts that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Roberts as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years, commencing on the date of its expiration, on the same terms in effect at the time of renewal.
2. Ms. Roberts shall continue to be employed by Mono County as Director of Behavioral Health, serving at the will and pleasure of the County Administrative Officer in accordance with the terms and conditions of this Agreement. Ms. Roberts accepts such continued employment. The County Administrative Officer shall be deemed the "appointing authority" for all purposes with respect to Ms. Roberts' s employment.
3. Ms. Roberts' s salary shall be \$9,341 per month. The Board may unilaterally increase Ms. Roberts' s compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Ms. Roberts' s salary. During such negotiations, the

County shall consider and discuss the issue of increased compensation with Ms. Roberts in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable. In addition, within three months of County's acceptance as final of the salary survey currently being performed on its behalf by Cooperative Personnel Services, Inc., Ms. Roberts' salary shall be adjusted by such amount (if any) as is determined by the Board in its sole discretion. If such adjustment is not made within that three month period, then any adjustment subsequently made shall be retroactive to the date that is three months after County's acceptance of the salary survey as final.

4. Ms. Roberts shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Roberts understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost. (Note: The foregoing does not add to or take away from the merit leave that Ms. Roberts was already entitled to for the 2017 calendar year under her former employment agreement.)
5. To the extent deemed appropriate by the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Roberts' s full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Roberts shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits applicable to PERS members whose membership preceded the passage of the Public Employees' Pension Reform Act of 2013 (PEPRA) (currently 2.7% at 55), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented

by the County.

7. Ms. Roberts understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Roberts cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Roberts' s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.
8. Consistent with the "at will" nature of Ms. Roberts' s employment, the County Administrative Officer may terminate Robin Roberts' s employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Roberts understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Ms. Roberts' s employment.
9. On or before the effective date of any such termination without cause, Ms. Roberts shall receive as severance pay a lump sum equal to six months salary or to the extent that fewer than six full calendar months remain (as of effective date) before this Agreement would have expired, Ms. Roberts shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated. Notwithstanding the foregoing, Ms. Roberts shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Ms. Roberts that it intends to negotiate a

renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Ms. Roberts shall not be entitled to any severance pay in the event that the County Administrative Officer has grounds to discipline her on or about the time he or she gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Ms. Roberts shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Roberts may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Roberts shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Robin Roberts. It specifically supersedes and replaces the employment agreement between the parties entered into on or about February 1, 2014. Consistent with Ms. Roberts' s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Roberts may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Roberts date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Roberts' s employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Roberts' s sole remedy in response to any

failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 Ms. Roberts shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Roberts is convicted of a crime involving abuse of office or position.

14. Ms. Roberts acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Roberts further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement is executed between the party on April 18, 2017.

ROBIN ROBERTS

THE COUNTY OF MONO

By: Stacy Corless, Chairman
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2017

Departments: Public Works - Engineering Division

TIME REQUIRED 10 minutes (5 minutes presentation,
5 minutes discussion)

PERSONS APPEARING BEFORE THE BOARD Paul Roten

SUBJECT Authorization to Bid for the 2017 Pavement Preservation Project – North Shore Drive, Zones of Benefit (ZOBs), and Airport Aprons.

AGENDA DESCRIPTION:

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

This project will provide pavement preservation to North Shore Drive, the June Lake Highlands, and the airport aprons at Bryant Field and Lee Vining Airport.

RECOMMENDED ACTION:

Approve bid package, including the project manual and project plans, for the 2017 Pavement Preservation 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 partially funded with \$122,260.80 that was carried forward from the June Lake Streets Rehabilitation Project. The project is also partially funded by the June Lake Highlands Zone of Benefit, and the Airport Enterprise Fund. Exact amounts will be based on actual bids received. Contractor payments are not expected to impact the General Fund.

CONTACT NAME: Paul Roten

PHONE/EMAIL: 760.924.1811 / proten@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](#)

[Project Manual](#)

[Tech Specs](#)

[Pavement Preservation](#)

History

Time	Who	Approval
4/13/2017 5:48 AM	County Administrative Office	Yes
4/12/2017 4:10 PM	County Counsel	Yes
4/12/2017 8:55 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: April 18, 2017
To: Honorable Chair and Members of the Board of Supervisors
From: Paul Roten, Senior Engineer
Re: Authorization to Bid for the 2017 Pavement Preservation Project – North Shore Drive, June Lake Highlands, and Airport Aprons.

Recommended Action:

Approve bid package, including the project manual and project plans, for the 2017 Pavement Preservation 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 partially funded with \$122,260.80 that was carried forward from the June Lake Streets Rehabilitation Project. The project is also partially funded by the June Lake Highlands Zone of Benefit, and the Airport Enterprise Fund. Exact amounts will be based on actual bids received. Contractor payments are not expected to impact the General Fund.

Strategic Plan Focus Area: Infrastructure, Environmental Sustainability

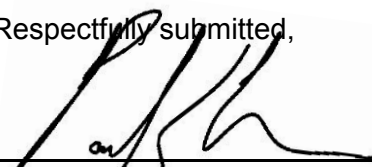
Background:

This project will provide pavement preservation to North Shore Drive, the June Lake Highlands, and the airport aprons at Bryant Field and Lee Vining Airport. The 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.

Approval of the bid documents at this meeting will allow advertising to take place and completion of the project during the 2017 construction season. This project is exempt from the California Environmental Quality Act (CEQA Section 15301, Class 1, Type C) and a Notice of Exemption has been prepared for this project by the Public Works Department.

Please contact me at 760.924.1811 or by email at proten@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,



Paul Roten, PE
Senior Engineer

Attachments: Project Manual
Project Plans

PROJECT MANUAL
FOR
**2017 MONO COUNTY
PAVEMENT PRESERVATION**

Project No. 9689

MONO COUNTY, CALIFORNIA



Invitation for Bidders
Instructions to Bidders
Proposal Forms
Standard Agreement
Technical Specifications
Construction Quality Assurance Program
Project Plans

CONTRACTING AGENCY:

COUNTY OF MONO

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

April 2017

OPTIONAL PRE-BID CONFERENCE:

11:00 am, Thursday, May 4, 2017
Public Works Conference Room
74 North School Street
Bridgeport, California 93517

BID SUBMITTAL DEADLINE:

3:00 pm, Thursday, May 18, 2017
Clerk of the Board of Supervisors
74 North School Street / P.O. Box 237
Bridgeport, California 93517

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

CERTIFICATION PAGE

2017 MONO COUNTY PAVEMENT PRESERVATION
Project No. 9689

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


Paul Edward Roter
C 56891
Senior Civil Engineer
County of Mono
Department of Public Works
74 North School Street
Bridgeport, California 93517

2017 April 3
Date

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Project No. 9689

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SECTION I

INVITATION FOR BIDS

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INVITATION FOR BIDS

*2017 MONO COUNTY PAVEMENT PRESERVATION
Project No. 9689*

Notice is hereby given that the Mono County Department of Public Works calls for bids from qualified General Engineering or Earthwork and Paving contractors for the **2017 MONO COUNTY PAVEMENT PRESERVATION** project (hereinafter referred to as the Project). The purpose of this Project is to preserve existing asphalt surfaces by the application of crack seal and slurry, and paint striping in existing locations on Northshore Drive, the Highlands (including Mountain Vista Drive, Highlands Drive, Highlands Place, Alpenglow, a portion of Leonard Avenue, Adler Strasse, and Lauterbrunnen Strasse), Bryant Field Airport (in Bridgeport, California), and Lee Vining Airport.

No contractor or subcontractor may be listed in a bid proposal or awarded a contract for this project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (unless one of the limited time extensions set forth in Labor Code section 1771.1 applies, in which case registration must be completed by the time of contract award). This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Project Manual and Project Plans provide, in detail, the County's requirements for the Project. Project documents are available on the Mono County Bid Management System. To access the system go to <http://bids.monocounty.ca.gov> and click on "view details" to the right of the project in the RFP/RFQ/RFB Title list. This page shows the project summary, status, bid due date, up-to-date planholders list, and supporting documents. If you would like to be added to the planholder list and receive email notices when addenda are posted, click "Click here to create a new user account." After registering your company, click "Add me to the Planholder List." You can ask questions about the project by clicking "Ask a question about this solicitation." If you would like assistance registering and using the Bid Management System, please contact us at 760.932.5440 or publicworks@mono.ca.gov.

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 (10%) of the total bid.

In accordance with Public Resources Code Section 22038, the County has the option, after receiving and tabulating bids, to reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote that the work can be performed more economically by its own employees.

The work must be completed within **30 working days**.

An **optional** pre-bid conference and site visit will be held at the Public Works Conference Room, Second Floor of Annex 1, 74 North School Street, Bridgeport, California 93517. The meeting is scheduled for **11:00 am, Thursday, May 4, 2017**. 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.

Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, 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 **3:00 pm, Thursday, May 18, 2017**. As soon thereafter as is practicable, all bids received by the Clerk as of 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.

Paul Roten, P.E.
Senior Civil Engineer
Mono County Department of Public Works

INSTRUCTIONS TO BIDDERS

*2017 MONO COUNTY PAVEMENT PRESERVATION
Project No. 9689*

1. SECURING BID DOCUMENTS

The Project Manual (Invitation for Bids, Instructions to Bidders, Proposal Forms, Standard Agreement, Technical Specifications, Construction Quality Assurance Program and Project Plans), all of which comprise the Contract Documents, provide in detail the County's requirements for the project. Contract documents are available on the Mono County Bid Management System. To access the system go to <http://bids.monocounty.ca.gov/> and click on "view details" to the right of the project in the RFP/RFQ/RFB Title list. This page shows the project summary, status, bid due date, up-to-date planholders list, and supporting documents. If you would like to be added to the planholder list and receive email notices when addenda are posted, click "Click here to create a new user account." After registering your company, click "Add me to the Planholder List." You can ask questions about the project by clicking "Ask a question about this solicitation." If you would like assistance registering and using the Bid Management System, please contact us at 760.932.5440 or publicworks@mono.ca.gov.

2. PRE-BID CONFERENCE

An **optional** pre-bid conference and site visit will be held at the Public Works Conference Room, Second Floor of Annex 1, 74 North School Street, Bridgeport, California 93517. The meeting is scheduled for **11:00 am, Thursday, May 4, 2017**. 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, 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, 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 planholders 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 employee, agent, or representative of the County, or anyone else, is authorized to give oral instructions, interpretations, or explanations of the Project Manual, and a submission of a bid constitutes agreement by the Bidder that its 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 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. 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-22**) 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-22**) and Bidder's bid security must be received in a sealed, opaque envelope clearly labeled with **2017 MONO COUNTY PAVEMENT PRESERVATION PROJECT** 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 **3:00 pm, Thursday, May 18, 2017**. Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, 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 **two-day 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 five calendar days after provision by the County of a complete and final contract for execution by Contractor.
- B. The successful Bidder will be required to furnish a labor and materials bond in an amount equal to 100 percent (100%) of the contract price, and a faithful performance bond in an amount equal to 100 percent (100%) 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. Only surety bonds issued by an Admitted Surety Insurer, as defined in the Standard Agreement, 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 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, send a Notice of Intent to Award the contract, with a ranked tabulation of all bid amounts submitted, to the identified Bidder (copied to all Bidders) and agendize the matter for review by the Board of Supervisors. The Board shall determine whether to proceed to contract award or to reject all bids if it is in the public of interest to do so, and in accordance with applicable laws. If the Board elects to proceed to contract award, it will approve and authorize execution of the Agreement. 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 that does not affect contract price and provided such waiver is allowed by law.

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 Clerk of the Board of Supervisors, c/o Mono County Department of Public Works, located at 74 North School Street, Post Office Box 237, 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 proten@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 Paul Roten, P.E., Senior Civil Engineer, 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.

In addition to other requirements related to claim presentation, 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. Further, under Public Resources Code Section 22038, the County has the option, after receiving and tabulating bids, to reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote that the work can be performed more economically by its own employees.
- B. 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.
- C. 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.
- D. 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 five calendar days following receipt of such Agreement and 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 estimate of 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, and where approved in writing by the Public Works Director, 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 his own organization contract work amounting to not less than 30 percent (30%) of the original total contract price. The Bidder shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control. All persons 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 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 the Public Works Director, setting forth the facts constituting such emergency, necessity, or statutory basis for the substitution.
- F. 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, then 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 disqualified 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**.
- C. Attention is directed to the provisions of Article 4, Chapter 9, 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 available online at: www.dir.ca.gov/OPRL/DPreWageDetermination.htm and 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.

No contractor or subcontractor may be listed in a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (unless exempt under section 1771.1). This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES

The work shall be completed within **30 working days** from the date of issuance of the Notice to Proceed. By submitting a bid proposal, Bidder acknowledges that the Bidder has fully read Section 14.2 of Exhibit 1 of the Standard Agreement, 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 specified in Exhibit 1 of the Standard Agreement.

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

PROPOSAL FORMS

2017 MONO COUNTY PAVEMENT PRESERVATION

Project No. 9689

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PROPOSAL

*2017 MONO COUNTY PAVEMENT PRESERVATION
Project No. 9689*

Proposal of _____ (hereinafter, "Bidder"), organized and existing under the laws of the State of California, doing business as _____ (e.g., "a partnership;" "a corporation;" "a sole proprietor"), as applicable to the County of Mono, (hereinafter, "the County"). This bid proposal consists of the attached pages **BD-1 through BD-22**.

In compliance with your Invitation for Bids and Instructions to Bidders, Bidder hereby proposes to perform all work for 2017 MONO COUNTY PAVEMENT PRESERVATION PROJECT in strict accordance with the Project Manual, and Instructions to Bidders, Project Plans, Special Provisions, Technical Specifications, Construction Quality Assurance Program, Agreement, any applicable addenda, and other Contract Documents within the time set forth therein at prices stated on the attached Bid Schedule. Prices quoted in this proposal include, but are not limited to, the cost for all labor, materials, tools, equipment, supplies, transportation, permits, services, and applicable local, state, and/or federal taxes, fees, patent rights, and/or royalties necessary to complete the work contemplated under the Agreement.

By submission of this Bid Proposal, Bidder certifies (and in the case of a joint bid, each party thereto certifies as to his own organization) that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under the Agreement on or before 14 calendar days following the award of contract by the County, unless a later date is specified by the County in the Notice to Proceed, and to **fully complete the project within 30 working days thereafter**, pursuant to the provisions specified in the Agreement.

It is understood that, except for lump sum items, the quantities set forth in the Bid Schedule are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Bidder's compensation will be computed on the basis of documented final quantities in completed work, measured as specified, whether they be more or less than those shown.

Bidder's Company Name: _____

Company Address: _____

Office Telephone No.: _____ Fax No.: _____

Email Address: _____

Contractor's Calif. License No.: _____ Class: _____

Mono County Business Lic. No.: _____

Name of Company Officer: _____ Title: _____

Bidder's Signature

Date

(Add seal if by a corporation)

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BID SCHEDULE

2017 MONO COUNTY PAVEMENT PRESERVATION
Project No. 9689

CONTRACTOR'S NAME: _____

No	Spec Referenc	Item	Quantity	Units	Price per Unit	Item Price
General						
1	8	Mobilization	1	LS		
2	13	Water Pollution Control	1	LS		
Northshore Drive						
3	12	Traffic Control	1	LS		
4	37	Slurry	53900	SY		
5	84	Double Yellow Centerline (PAINT)	15150	LF		
6	84	Right Edgeline White (PAINT)	30300	LF		
7	84	Stop Bar and Stop Marking (PAINT)	1	LS		
The Highlands						
8	12	Traffic Control	1	LS		
9	37	Slurry	14500	SY		
10	84	Stop Bar and Stop Marking (PAINT)	10	LS		
Lee Vining Airport Apron						
11	37	Apply Crack Treatment	1	LS		
12	37	Slurry	4000	SY		
13	84	Marking "024" (PAINT)	1	EA		
14	84	Tiedown and Center Markings (PAINT)	1	LS		
Bryant Field Airport Apron						
15	37	Apply Crack Treatment	1	LS		
16	84	Slurry	13000	SY		
17	84	Tiedown Markings (PAINT)	1	LS		
LS=Lump Sum CY=Cubic Yard SY=Square Yard LF=Linear Feet SF=Square Feet EA=Each VSF=Vertical Square						
Bidder's Grand Total			Bid = Sum of Items 1-17		\$	

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

LIST OF SUBCONTRACTORS

2017 MONO COUNTY PAVEMENT PRESERVATION

Project No. 9689

Listed hereinafter are the names and addresses of all subcontractors 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/Location of Business	Phone, Fax, & License	Annual Gross Receipts	Description of Portion of Work to be Performed
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$
Firm Name & Address/Location of Business	Phone, Fax, & License	Annual Gross Receipts	Description of Portion of Work to be Performed

<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	Value of work: \$
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	Value of work: \$
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	Value of work: \$
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	Value of work: \$
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	Value of work: \$
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	

ACKNOWLEDGEMENTS

2017 MONO COUNTY PAVEMENT PRESERVATION
Project No. 9689

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:

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 addenda for the above-referenced project, please initial here: _____

ACKNOWLEDGEMENT OF SITE VISIT(S)

The County of Mono is advised that I have visited the project site as acknowledged by my initials below. In doing so, I have made myself aware of the conditions that exist and have prepared the attached proposal accordingly.

Northshore Drive: Yes No

The Highlands: Yes No

Bryant Field Airport: Yes No

Lee Vining Airport: Yes No

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS
DISCLOSURES AND CERTIFICATIONS
*2017 MONO COUNTY PAVEMENT PRESERVATION
Project No. 9689*

Under penalty of perjury, the Bidder shall complete the following questionnaire:

QUESTIONNAIRE A

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

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 and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

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 Title 23 United States Code Section 112 and 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, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this affidavit on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute this declaration on behalf of the Bidder.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The Bidder _____, proposed subcontractor _____, hereby certifies that it has _____, has not _____, participated in a previous Contract subject to the equal opportunity clauses required by Executive Order 10925, or Executive Order 11114, or Executive Order 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: If the Bidder has participated in a previous Contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of the Contract.

The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Bidder, under penalty of perjury, certifies that, except as noted below, she/he or any other person associated therewith in the capacity of owner, partner, director, office manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicated, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exception in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of actions.

Providing false information may result in criminal prosecution or administrative sanction. The above certification is part of the Proposal. Signing this Proposal on the signature portion hereof shall also constitute signature of this certification and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS
BIDDER'S QUALIFICATION STATEMENT

2017 MONO COUNTY PAVEMENT PRESERVATION
Project No. 9689

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 8½" 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):

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

Licenses: 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.

Previous Work History: 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 slurry 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. GENERAL INFORMATION:

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, and all persons or firms listed in the bid as subcontractors, registered with the Department of Industrial Relations as required by Labor Code section 1725.5?

_____ Yes

_____ No

C. If you checked "No" in the previous question, then you must fall within one of the limited exceptions set forth in Labor Code section 1771.1, and must register with the Department of Industrial Relations prior to contract award. Does the firm (or any subcontractor) fall within Labor Code section 1771.1 and become registered prior to contract award?

_____ Yes (attach explanation)

_____ No (not qualified)

2. PERSONNEL:

A. Identify the current number 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. FINANCIAL INFORMATION:

- A. Are there any liens outstanding against the Contractor?
(if yes, provide a detailed explanation on an attached sheet) Yes No

- A. Has the Contractor, Principals or Key Personnel been party to a
bankruptcy or reorganization proceeding with the last five years?
(if yes, provide a detailed explanation on an attached sheet) Yes No

- C. Annual sales dollar volume of Contractor: \$ _____

4. INTEGRITY OF CONTRACTOR: Please provide an explanation on an attached sheet for any of the following questions with the answer "yes".

- A. During 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
 - ii. Been suspended, debarred, disqualified or otherwise declared ineligible to bid? Yes No
 - iv. Been defaulted on any contract? Yes No
 - v. 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

- B. During the past five years has the Contractor, Principals or Key Personnel:
 - 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
 - v. 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. BIDDING CAPABILITY AND PREVIOUS EXPERIENCE:

A. Provide a detailed narrative of the Contractor's experience and involvements in Pavement Preservation, Crack Seal and or Slurry Projects. Previous experience in this field of construction is necessary for the contractor to be found responsible specific to this Project. Additional information can be provided on an attached sheet.

mark if continued on an attached sheet

B. Identify Contractor Specialty capabilities (check all appropriate). Bidder must have self-performing capability for each specialty selected by the Bidder.

- | | |
|---|---|
| <input type="checkbox"/> 1. Sitework | <input type="checkbox"/> 13. Conveying Systems |
| <input type="checkbox"/> 2. Concrete | <input type="checkbox"/> 14. Mechanical |
| <input type="checkbox"/> 3. Masonry | <input type="checkbox"/> 15. Electrical |
| <input type="checkbox"/> 4. Metals | <input type="checkbox"/> 16. Plumbing |
| <input type="checkbox"/> 5. Carpentry | <input type="checkbox"/> 17. HVAC |
| <input type="checkbox"/> 6. Thermal & Moisture Protection | <input type="checkbox"/> 18. Sprinkler |
| <input type="checkbox"/> 7. Doors & Windows | <input type="checkbox"/> 19. ATC |
| <input type="checkbox"/> 8. Finishes | <input type="checkbox"/> 20. Balancing |
| <input type="checkbox"/> 9. Specialties | <input type="checkbox"/> 21. Fire Alarms |
| <input type="checkbox"/> 10. Equipment | <input type="checkbox"/> 22. Security |
| <input type="checkbox"/> 11. Furnishings | <input type="checkbox"/> 23. Pre-fabricated Equipment |
| <input type="checkbox"/> 12. Special Construction | <input type="checkbox"/> 24. Shotcrete Application |

C. Contract capability (determined by size of previous work and bonding capacity):

- 1. \$0 - \$10,000
- 2. \$0 - \$50,000
- 3. \$0 - \$100,000
- 4. \$0 - \$250,000
- 5. \$0 - \$500,000
- 6. \$0 - \$1,000,000
- 7. \$0 - \$5,000,000
- 8. \$0 - \$10,000,000
- 9. \$0 - >\$10,000,000

D. Use the following form (i.e. page BD-20) to describe bidder's experience on completed or ongoing projects over the last five years (a separate sheet must be completed for each project; a minimum of three (3) projects are required).

PROJECT EXPERIENCE WITH ROAD PRESERVATION AND/OR
CRACK SEAL AND SLURRY PROJECTS

Project Status:
 Project completed
 Work in progress

Contractor's Role*:
 Prime Contractor
 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: _____

Contact Name: _____ Title: _____

Architect / Engineer:

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: _____

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

2017 MONO COUNTY PAVEMENT PRESERVATION

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 his 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 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

By: _____
(Attorney-in-Fact)

SECTION II

STANDARD AGREEMENT

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STANDARD AGREEMENT

AGREEMENT BETWEEN COUNTY OF MONO AND Click here to enter text. FOR THE CONSTRUCTION OF THE 2017 MONO COUNTY PAVEMENT PRESERVATION PROJECT

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the Click here to enter text. services of Click here to enter text., of Click here to enter text. (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein, and in accordance with the Project Manual (including technical specifications) and Contractor's bid. Requests by the County to the Contractor to perform under this Agreement will be made by the Director of Public Works, or an authorized representative thereof. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. By this Agreement the County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the County should have some need for such services or work during the term of this Agreement.

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

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other _____

2. TERM

The term of this Agreement shall be from Click here to enter text.,to Click here to enter text., unless sooner terminated as provided below.

3. CONSIDERATION

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

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by the County under this Agreement, unless otherwise provided for in Attachment B.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$Click here to enter text., or \$Click here to enter text.in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to the County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at the County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at the County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this paragraph 3.E. in its entirety.

F. Federal and State Taxes.

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

(2) County 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 four hundred ninety-nine dollars (\$1,499.00).

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

The 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 identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, 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 that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, 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 that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall

be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

A. Contractor shall procure and maintain for the duration of the contract, and for five (5) years thereafter, insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- Commercial General Liability (CGL). A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive Contractor's Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$500,000 per claim or occurrence \$1,000,000 policy aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) 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 County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County of Mono, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

D. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

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

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

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

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

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, 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 and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

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

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

13. NONDISCRIMINATION

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

14. TERMINATION

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

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this paragraph 14 shall not apply.

15. ASSIGNMENT

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

16. DEFAULT

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

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be 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 23 below.

18. 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 obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that 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 (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY

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

22. FUNDING LIMITATION

The ability of 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, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

23. AMENDMENT

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

24. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

County of Mono:
Public Works Department
Jeff Walters
Director of Public Works
PO Box 457
Bridgeport, CA 93517

Contractor:
Name
Mailing Address
City/State/Zip
[Click here to enter text.](#)
[Click here to enter text.](#)

25. ENTIRE AGREEMENT

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

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

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security Number: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A**AGREEMENT BETWEEN COUNTY OF MONO AND**
[Click here to enter text.](#) **FOR THE CONSTRUCTION OF THE**
2017 MONO COUNTY PAVEMENT PRESERVATION PROJECT**TERM:****FROM:** [Click here to enter text.](#) **TO:** [Click here to enter text.](#)**SCOPE OF WORK:**

2017 MONO COUNTY PAVEMENT PRESERVATION project (hereinafter referred to as the Project). The purpose of this Project is to preserve existing asphalt surfaces by the application of crack seal and slurry, and paint striping in existing locations on Northshore Drive, the Highlands (including Mountain Vista Drive, Highlands Drive, Highlands Place, Alpenglow, a portion of Leonard Avenue, Adler Strasse, and Lauterbrunnen Strasse), Bryant Field Airport (in Bridgeport, California), and Lee Vining Airport.

The Project Plans are included as Section IV of the Project Manual.

Contractor shall conform to the requirements of agencies including but not limited to Mono County, United States Forest Service, and SCE. Any required permits will be obtained and paid for by Mono County.

ATTACHMENT B**AGREEMENT BETWEEN COUNTY OF MONO AND**
Click here to enter text. **FOR THE CONSTRUCTION OF THE**
2017 MONO COUNTY PAVEMENT PRESERVATION PROJECT**TERM:****FROM:** Click here to enter text. **TO:** Click here to enter text.**SCHEDULE OF FEES:**

See Bid Schedule, attached hereto and incorporated herein. The total project cost shall not exceed [\$ _____], unless otherwise authorized by the County in writing prior to Contractor incurring additional expenses. Upon the County's written approval, authorization to proceed a payment shall be made for any additional items or tasks not initially specified in the scope of work.

See Attachment B1, incorporated herein by this reference (optional).

EXHIBIT 1

AGREEMENT BETWEEN COUNTY OF MONO AND [Click here to enter text.](#) FOR THE CONSTRUCTION OF THE 2017 MONO COUNTY PAVEMENT PRESERVATION PROJECT

GENERAL CONDITIONS

In the event of a conflict between these General Conditions and the Technical Specifications provided in the Project Manual, the Technical Specifications shall govern.

SECTION 1. GENERAL

1.1 DEFINITIONS AND TERMS.

Where the following terms are used in these General Conditions, the intent and meaning shall be interpreted as identified in the Standard Specifications and as follows:

- A. **ADMITTED SURETY INSURER** (or, **SURETY**): A corporate insurer or inter-insurance exchange to which the State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the Insurance Code.
- B. **AWARD**: The acceptance by the County of the successful bidder's proposal.
- C. **CALENDAR DAY**: Unless otherwise specified, days or calendar days means each and every day shown on the calendar, Saturdays, Sundays, and holidays included.
- D. **CHANGE ORDER**: A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.
- E. **CONTRACT** (or, **CONTRACT DOCUMENTS**): The written and executed agreement between the County and the Contractor covering the work to be performed. The written agreement consists of all attachments as well as all documents incorporated by reference and shall include, but is not limited to, the agreement, performance bond, labor and materials payment bond, any required insurance certificates, the project manual, any addenda issued to bidders, and the project plans.
- F. **CONTRACTOR**: The business entity entering into a contract with the County of Mono for the performance of the work.
- G. **CONTRACT ITEM** (or, **PAY ITEM**): A specific unit of work for which a price is provided in the Contract.
- H. **CONTRACT TIME**: The number of calendar days or working days, for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
- I. **COUNTY**: The County of Mono, a political subdivision of the State of California.
- J. **DEPARTMENT**: The Mono County Department of Public Works, except where Department of Transportation publications and offices are cited, whereupon such citations are to remain as written and refer to the State of California, Department of Transportation.

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

at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

1.2 ORDER OF PRECEDENCE OF DOCUMENTS.

In case of conflict between the Agreement, any Attachments to the Agreement, any Special Provisions, Project Plans, Technical Specifications, Quality Assurance Program (QAP) Plan, Standard Plans or Standard Specifications or other portions of the Contract Documents, including the Invitation for Bids and Instructions to Bidders, the more specific provision shall govern.

SECTION 2. PERFORMANCE OF WORK

2.1 USE OF PREMISES, HOURS OF WORK, CONTACT INFORMATION AND PUBLIC NOTIFICATION.

- A. Work occurring within 500 feet of a residential or commercial occupancy shall be limited to the hours between 7:00 am and 8:00 pm Monday through Saturday (Sunday operations shall be limited to hours between 9:00 am and 5:00 pm). Concrete pouring is limited to daylight hours between sunrise and sunset.
- 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 work until final acceptance of 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.
- D. 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.
- E. 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, to the fire department and law enforcement agency having jurisdiction over the project area, 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 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.

NOTICE SHALL ADDITIONALLY BE PROVIDED TO THE FOLLOWING, OR AS FOLLOWS:

June Lake Public Utility District
United States Forest Service
State of California Department of Transportation

- F. Vehicular access – Vehicular access to and from commercial and residential driveways and parking lots shall be maintained at all times, except when performing items of work that cannot be accomplished without access restriction.

2.2 OTHER PROJECTS.

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

2.3 PROTECTION OF PROPERTY.

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

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

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

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

2.4 ENVIRONMENTAL PROTECTION.

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

2.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.

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

In accordance with Section 25914.1 et seq. 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, shall be performed by a person properly licensed to perform such work and shall be performed by separate contract if the presence of asbestos or hazardous substances is not disclosed in the bid documents.

2.6 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.

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

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

SECTION 3. ACKNOWLEDGEMENTS, DISCLOSURES, CERTIFICATIONS AND AFFIDAVITS

3.1 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined to be of ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the County.

3.2 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with a court order to comply with an order of the National Labor Relations Board.

3.3 APPLICABILITY TO SUBCONTRACTORS

The certification and disclosure of lobbying activities forms provided in the Project Manual and/or the Agreement shall be included in each subcontract and any lower-tier contracts exceeding \$10,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

3.4 QUARTERLY DISCLOSURES

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

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- (3) A change in the officer(s), employees(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

SECTION 4. SUBCONTRACTORS

4.1 SUBCONTRACTING.

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

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

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

Each subcontract must comply with the Agreement and all contract documents including, but not limited to insurance requirements. Subcontractor shall provide all certificates and other required documentation/proof of insurance to Contractor, and Contractor shall make such documents available to County upon its request.

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

The Contractor shall submit copies of subcontracts upon request by the Engineer. Before subcontracted work starts, the Contractor shall submit a Subcontracting Request form to the

Engineer. The Contractor shall not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>

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

If the work involves Federal funds, each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contract" located in the Federal Provisions within the Project Manual.

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

4.2 PERFORMANCE OF SUBCONTRACTORS

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

4.3 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.

A prime contractor or subcontractor shall pay any subcontractor not later than 7 days from receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

4.4 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.

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

Please refer to the Federal Provisions (for contracts involving Federal funds), attached to the Agreement for further information. Where the Federal Provisions apply, they shall supersede and replace this section 4.4 to the extent inconsistent herewith.

4.5 APPALACHIAN REGIONAL DEVELOPMENT ACT OF 1965.

This project is not funded under the Appalachian Regional Development Act of 1965, therefore, page FP-13 of the Federal Provisions (if Federal Provisions are included in the contract) does not apply to this contract.

SECTION 5. PROJECT IMPLEMENTATION

5.1 PRE-CONSTRUCTION CONFERENCE.

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

5.2 PROSECUTION AND PROGRESS.

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

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

5.3 ORDER OF WORK.

The project site is located in a climate that can experience freezing temperatures throughout the year. While determination of the means, methods, techniques, sequences, and procedures of construction are the responsibility of the Contractor, such sequencing and procedures must bear climatic conditions in mind. Work shall be scheduled and protected such that inclement weather does not damage the Work or result in a hazardous condition.

SECTION 6. PROJECT ADMINISTRATION

6.1 GENERAL.

Changes and Extra Work: The County may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a *Change Order*. A *Change Order* is approved when the County signs the *Change Order*. Until the County approves a *Change Order*, continue to perform the work under the Contract unless the Engineer orders you to start the work described in the *Change Order* before its approval. Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

Control of Work:

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

6.2 OMITTED ITEMS.

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

6.3 CONTRACTOR REPRESENTATION.

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

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

6.4 CONTRACTOR PERSONNEL.

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

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

6.5 METHODS AND EQUIPMENT.

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

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

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

6.6 PARTIAL PAYMENTS.

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

6.7 FINAL ACCEPTANCE.

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

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

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

6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.

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

Claims falling within the provisions of California Public Contract Code section 9204 shall be processed in accordance with that section.

6.9 FORCE MAJEURE.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

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

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

6.10 WARRANTY AND GUARANTEE.

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

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

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

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

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

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

SECTION 7: TERMINATION

7.1 TERMINATION BY CONTRACTOR.

The Contractor shall have the right to terminate the Contract only upon the occurrence of one of the

following:

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

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

Upon termination by Contractor, County will pay to Contractor the sum determined by Section 7.4 of these General Conditions. Such payment will be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Contractor pursuant to this section; and Contractor will be entitled to no other compensation or damages and expressly waives the same.

7.2 TERMINATION BY COUNTY FOR CAUSE.

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

1. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
2. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
3. A receiver is appointed to take charge of Contractor's property.
4. The commencement or completion of any Work activity on the critical path is more than 6 days behind the date set forth in the Contract Schedule for such Work activity as a result of an 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 fails to follow applicable legal requirements.
4. Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
5. Contractor is in default of any other material obligation under the Contract Documents.
6. Contractor persistently or materially fails to comply with applicable safety requirements.

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

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

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

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

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

7.3 TERMINATION BY COUNTY FOR CONVENIENCE.

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

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

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit

thereto.

Upon such termination, the obligations of the Contract shall be as set forth in section 7.4 . Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

7.4 PAYMENT ADJUSTMENT FOR TERMINATION.

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 Sections 7.2 or 7.3; and the Contractor will be entitled to no other compensation or damages and expressly waives same."

SECTION 8. MATERIALS

8.1 MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

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

8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.

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

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

8.3 STORAGE OF MATERIALS.

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

SECTION 9. CONSTRUCTION DETAILS

9.1 ORDER OF WORK.

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

9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.

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

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

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

9.3 CONSTRUCTION SITE NUISANCE.

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

9.4 PUBLIC CONVENIENCE AND SAFETY.

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

Contractor shall comply with OSHA regulations applicable to Contractor regarding necessary safety equipment and procedures. Contractor shall comply with safety instructions issued by County. Contractor's personnel shall wear hard hats and safety vests at all times while working at the project site. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined

that such areas are within the limits of the project and are open to public traffic. Contractor shall comply with all applicable requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Contractor shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles. All subcontracts entered into by Contractor shall contain the above provisions.

9.5 HIGHWAY CONSTRUCTION EQUIPMENT.

Attention is directed to Section 591 of the Vehicle Code and Sections 7-1.01D, "Vehicle Code," and 5-1.37B, "Load Limits," of the Standard Specifications. The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

9.6 PERMITS.

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

9.7 CONSTRUCTION LAYOUT AND STAKES.

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

9.8 TESTING AND INSPECTIONS.

Aside from materials testing and certifications required from the Contractor in the Quality Assurance Program (QAP), Technical Specifications, Standard Specifications, Special Provisions (if applicable) and/or these General Conditions, the County will provide testing services for installed work. Inspections shall be performed either: (1) as directed by the Engineer; or (2) pursuant to a written Inspection plan provided by County.

9.9 CONTRACTOR QUALITY CONTROL.

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

9.10 INSPECTION OF THE WORK.

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

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work

thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

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

9.11 RETEST OF WORK.

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

9.12 MAINTENANCE DURING CONSTRUCTION.

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

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

SECTION 10. OPERATIONS AND SAFETY

10.1 TEMPORARY CONTRACTOR FACILITIES.

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

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

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

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

10.2 BORROW, DISPOSAL AND MATERIAL SITES.

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

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

10.3 WATER SUPPLY.

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

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

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

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

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

10.4 EXISTING FACILITIES.

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

SECTION 11. PROGRESS MEETINGS

11.1 WEEKLY PROGRESS MEETINGS.

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

11.2 ATTENDEES.

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

SECTION 14. WORK SCHEDULE AND LIQUIDATED DAMAGES

14.1 BEGINNING OF WORK AND TIME OF COMPLETION.

The Contractor shall begin work on the date provided in the Notice to Proceed issued by the Public Works Director or his designee. The work shall be diligently prosecuted to completion before the expiration of 30 WORKING DAYS beginning on the date set forth in the Notice to Proceed.

14.2 LIQUIDATED DAMAGES.

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

The liquidated damages described below, represent the projected financial loss and expenditures that may occur as a result of Contractor non-performance, including financial loss as a result of project delays. The County and Contractor agree that the liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good faith effort by the County and Contractor to establish a reasonable estimate of the damages that will be incurred by the County in the circumstances described, considering all of the circumstances existing on the date of contract award, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient.

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

The Contractor shall pay to the County the sum of \$1000.00 per day, as liquidated damages, for each and every working day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual at page 12-21 available at: <http://www.dot.ca.gov/hq/LocalPrograms/lpp/LPP04-09.pdf>.

14.3 BREACH.

If conditions of non-performance justifying the imposition of liquidated damages continue, they may amount to a material breach for which the County may pursue recovery of actual losses resulting from the Contractor's failure to perform, and the County expressly reserves this right. The County shall notify the Contractor in writing, for any default specified herein, and such liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the County's notice. The Contractor's failure

to pay the assessed liquidated damages within the designated time frame may be deemed by the County as a breach of contract.

SECTION 15. PROJECT CLOSEOUT

15.1 “As-Built” Drawings.

The Contractor shall maintain a set of accurate “as-built” drawings during the course of the project. Any project work completed that varies from the “as-built” drawings as issued shall be legibly noted on the “as-built” drawings in red ink. Both text and line work shall be used to reflect the changes. The “as-built” drawings shall be clearly labeled as “as-built” drawings and each sheet signed and dated by the Contractor, certifying that the information provided is accurate. At the completion of the project and prior to final payment, the “as-built” drawings shall be delivered to the County and, upon receipt, shall be maintained as the property of the County.

EXHIBIT 2

AGREEMENT BETWEEN COUNTY OF MONO AND
Click here to enter text. FOR THE CONSTRUCTION OF THE
2017 MONO COUNTY PAVEMENT PRESERVATION PROJECT

PREVAILING WAGES AS OF: _____ [DATE]

A. Determination.

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

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 included at the end of this Exhibit.

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 included at the end of this Exhibit.

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 included at the end of this Exhibit.

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 included at the end of this Exhibit.

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 included at the end of this Exhibit.

L. Registration with DIR and Compliance Monitoring.

Under Labor Code section 1725.5, no contractor or subcontractor may be listed in a bid proposal (with limited exceptions stated in Labor Code section 1771.1) or awarded a contract for a public works project unless registered with the Department of Industrial Relations. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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 furnished directly to the Labor Commissioner in accordance with subdivision (a) of Section 1771.4, 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 and the Division of Labor Standards Enforcement 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 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) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, 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) Except as provided in subdivision (f), 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 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 multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. 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 social security number.

(f)

(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) 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.

(h) 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 one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of 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.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§ 1777.5. Employment of apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of

Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
 - (2) The rules and regulations of the California Apprenticeship Council.
- (d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
- (e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.
- (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously

- approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
- (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
 - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
 - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
 - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
- (m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
- (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
- (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
 - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

- (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.
- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

§ 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay.

EXHIBIT 3

AGREEMENT BETWEEN COUNTY OF MONO AND
[Click here to enter text.](#) **FOR THE CONSTRUCTION OF THE**
2017 MONO COUNTY PAVEMENT PRESERVATION PROJECT

BOND REQUIREMENTS

Contractor shall furnish and maintain during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the Public Works Director or his designee after consultation with the County Risk Manager, the following bonds: 1) a labor and materials payment bond in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price; and, 3) upon project completion and acceptance by the County, a one-year warranty bond in an amount equal to ten percent (10%) of the contract price. The bonds shall comply with the requirements of California Civil Code Section 9554 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. 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. Payment and Performance Bonds are released by the County 35 days from the date of filing of the Notice of Completion. Sample bond forms are included on the following pages.

SAMPLE PERFORMANCE BOND

WHEREAS, the County of Mono, acting by and through the Department of Public Works, has awarded to Contractor _____ [NAME], hereafter designated as the “Contractor”, a contract for the work described as follows:

2017 MONO COUNTY PAVEMENT PRESERVATION PROJECT as described in the Project Manual.

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Mono in the sum of \$ _____ dollars (\$ _____), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Mono, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20__.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

SAMPLE PAYMENT BOND

WHEREAS, The County of Mono, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

2017 MONO COUNTY PAVEMENT PRESERVATION PROJECT as described in the Project Manual.

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and his subcontractors under Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

**COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS
SAMPLE WARRANTY BOND**

KNOW ALL BY THESE PRESENTS that we, _____,
the Contractor in the contract hereto annexed, as Principal, and, _____
as Surety, are held and firmly bound unto the County of Mono in the sum of _____
(\$ _____) lawful money of the United States, for which payment, well and truly to be
made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, Sealed, and Dated

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the contract for the work described herein, or its subcontractor, fails to maintain and remedy in a good workmanlike manner the work of 2017 MONO COUNTY PAVEMENT PRESERVATION PROJECT such that it is free from defects in materials and workmanship for a period of one year commencing on _____ [DATE] (the "Maintenance Period") and shall indemnify and save harmless the County of Mono, its officers and agents, as stipulated in the contract, said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

EXHIBIT 4

AGREEMENT BETWEEN COUNTY OF MONO AND [Click here to enter text.](#) FOR THE CONSTRUCTION OF THE 2017 MONO COUNTY PAVEMENT PRESERVATION PROJECT

INVOICING, PAYMENT AND RETENTION

3.E. (1). Invoicing 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) and Contract Documents, 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. Invoices shall be informative and concise regarding work performed during that billing period.

If this box is checked, then invoicing shall be made in the format and according to the schedule and payment terms set forth in the Application and Certificate for Payment set forth on the following two pages.

The progress of work shall initially be determined by Contractor, but must then be approved in writing by the County. Additionally, the making of one or more progress payments shall not be construed as approval of the work performed by the Contractor. 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 the Contract Documents and/or should Contractor submit an improper payment request, then County shall withhold payment of any disputed amount, plus those amounts authorized by Public Contract Code section 7107, until the services and work are satisfactorily completed or performed and/or the payment request is corrected and resubmitted.

Final payment (excluding retention) for work completed by the Completion Date specified in the Notice of Completion, shall be made within 35 days from the date that County records the Notice of Completion.

3.E.(2). Retention. In accordance with Sections 20104.50 and 9203 of the Public Contract Code, County shall retain 5% of each progress payment until the project is completed unless, at any time after 50 percent of the work has been completed, the Board of Supervisors finds that satisfactory progress is being made, in which case County may make any of the remaining progress payments in full for actual work completed. 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.

Retention for work completed by the Completion Date will be released within 60 days of the date the County records the Notice of Completion.

SECTION III

TECHNICAL SPECIFICATIONS CONSTRUCTION QUALITY ASSURANCE PROGRAM

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SECTION IV

PROJECT PLANS

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

TECHNICAL SPECIFICATIONS

2017 MONO COUNTY PAVEMENT PRESERVATION
Project No. 9686

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1. Description of Work

The **2017 MONO COUNTY PAVEMENT PRESERVATION** project (hereinafter referred to as the PROJECT) is for the purpose of preserving the condition of NorthShore Drive, Mountain Vista Drive, Highland Drive, Highland Place, Alpenglow Court, Leonard Avenue, Bryant Field Airport apron, and Lee Vining Airport apron by the application of Crack Seal and Slurry. Pavement Striping and Markings will be applied after the slurry application.

There may be other items of work not mentioned above that are required by the 2015 State of California, Department of Transportation, Standard Specifications, Latest Edition (hereinafter referred to as CT Specifications), or these Technical Specifications.

Project work shall conform to the plans, project specifications, including these Technical Specifications, and the CT Specifications)

5. Control of Work and Materials

General:

All work performed in connection with CONTROL OF WORK AND MATERIALS shall conform to the provisions in CT Specifications Section 13 "WATER POLLUTION CONTROL". Section 5, "CONTROL OF WORK," and Section 6, "CONTROL OF MATERIALS" and these Technical Specifications.

Submittals:

The Contractor shall provide an 'electronic file' of submittals for each of the following items to the Engineer:

1. Construction Schedule
2. Traffic Control Plan
3. Bituminous Seals
4. Pavement Marking Paint Certificate of Compliance

The Engineer 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 an 'electronic file' of any additional submittals.

Construction:

Portions of North Shore Drive are located within an easement with the United States Forest Service. The Contractor shall conform to any United States Forest Service requirements.

Highway 158 is a State of California, Highway department road (CalTrans). Work at the north end of North Shore Drive where it enters the Caltrans ROW must be done in conformance with an approved Caltrans Encroachment Permit. Mono County will obtain the required Caltrans Encroachment Permit for this work.

No equipment or construction materials shall be stored or staged within the traveled way. The Contractor shall coordinate with Mono 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 Owner'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
June Lake PUD	760-648-7778
USFS – (Inyo National Forest – Mammoth Ranger Station)	760-924-5500
Caltrans Encroachment Permit Office	760-872-0674
SCE	760-924-4810

Payment:

There is no separate payment for Control of Work.

8. Mobilization

General:

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.

Submittals:

Construction Schedule

Payment:

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 CT 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 the requirement of a winter suspension, two mobilizations, or changes to other items of work or additions to the Contract.

12. Temporary Traffic Control

General:

All work performed in connection with TEMPORARY TRAFFIC CONTROL shall conform to the provisions in CT Specifications Section 12 TEMPORARY TRAFFIC CONTROL. Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," 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.

At the pre-construction meeting, the traffic control requirements for the project shall be reviewed with the Contractor including all of the Contractor's foremen or supervisors.

Submittals:

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

Construction:

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.

A minimum of one paved traffic lane, not less than ten (10) feet wide, shall be open for use by public traffic in each direction of travel except for single direction traffic control with flaggers as approved by the Engineer. Traffic may not be routed over unpaved roadways unless authorized by the Engineer.

Except for temporary interruptions approved by the Engineer, Contractor shall maintain property owner access to their property over both walkways and driveways at all times.

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.

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.

Payment:

The contract LUMP SUM price paid for "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 plans, 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 CT Specifications and these Technical Specifications, and as directed by the Engineer.

13. Water Pollution Control

General:

All work performed in connection with WATER POLLUTION CONTROL shall conform to the provisions in CT Specifications Section 13 WATER POLLUTION CONTROL, the plans and these Technical Specifications.

This project does not include any earth disturbing activities. Dust and sediment may be created by this project while cleaning the cracks and the pavement surfaces. The intent of the WATER POLLUTION CONTROL is to eliminate the potential for this dust or sediment to exit the project site in any form of runoff and to conform to any federal, state and/or local requirements.

Submittals:

Fiber Roll must be certified seed proof.

Materials:

Fiber Rolls

Other BMP's as determined in the field

Construction:

Work shall be scheduled for time when there is no Stormwater runoff entering or exiting the site, except as authorized by the engineer.

No construction debris shall be allowed to exit the site.

Contractor shall have pavement sweeping and vacuuming equipment to collect sediment, dust and debris to eliminate the potential for construction debris from existing the site.

Contractor may be required to have Fiber rolls available in the instance that a rainstorm is predicted while there is sediment on the paved surfaces. If sediment is continuously removed from paved surface, fiber rolls may not be required.

Work shall include furnishing all labor, materials (including fiber rolls, silt fences, geotextiles, etc.), tools, equipment and incidentals, and providing the required BMPs and subsequent removal of BMPs, and for performing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the erosion control system as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

Removal of any vegetation by the contractor can only be performed upon approval of engineer.

Project Winterization:

This project is not expected to require winterization. If winterization is required all costs associated with it will be the responsibility of the Contractor. Winterization would include cleaning all surfaces of sediment, debris and dust.

Payment:

The contract LUMP SUM price paid for "WATER POLLUTION CONTROL" shall include full compensation for furnishing all labor, materials (including fiber rolls, silt fences, geotextiles, etc.), tools, equipment and incidentals, and providing the required BMPs and subsequent removal of BMPs, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the WATER POLLUTION CONTROL as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

15. Protection of Existing Facilities

General:

Existing facilities requiring adjustment include removal and connection to existing storm drainage. All work performed in connection with PROTECTION OF EXISTING FACILITIES shall conform to the provisions in Section 15, "Existing Highway Facilities," and Section 4-1.03D "Changes" of the CT Specifications and these Technical Specifications.

Construction:

Existing underground utility lines are not shown on the plans. This project includes only surface work. 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. (Note: There is a fiber optic line in the vicinity of this project.) Engineer shall be notified of utility conflicts. Contractor shall allow 14 days after notification of utility conflicts prior to construction of affected work. 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.

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 shown on the plans and 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 by a registered Land Surveyor 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.

Payment:

Full compensation for protection of existing facilities and for preservation of existing survey monuments, except those noted on the plans as requiring replacement and paid for separately, shall be considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

18. Dust Control

General:

All work performed in connection with DUST CONTROL shall conform to the provisions in CT Specifications Section 18 DUST PALLIATIVES.

Construction:

The Contractor shall perform necessary work to control dust at all times as required by regulation. In particular, contractor shall make every effort to collect debris and dust created by cleaning the roadway surface for slurry and cleaning the cracks for applying crack treatment.

Sweep up or vacuum any residue before it can be blown by traffic or wind, migrate across lanes or shoulders, migrate to adjacent soils or enter a drainage facility.

Debris collected shall be disposed legally, such as at landfill facility.

Payment:

Full compensation for DUST CONTROL including but not limited to that resulting from construction, public traffic, or wind shall be considered as included in the prices paid for the various items of work involved, and no separate payment will be made therefor.

37. Bituminous Seals

General:

All work performed in connection with CRACK TREATMENT and SLURRY SEAL shall conform to the provisions in CT Specifications Section 37 BITUMINOUS SEALS, the plans and these technical specifications.

Submittals:

SLURRY SEAL
CRACK TREATMENT MATERIAL

Materials:

SLURRY SEAL

Polymerized slurry seal in accordance with Section 37-3 "Slurry Seal and Micro-Surfacing" of the CT Specifications. The polymerized slurry seal shall utilize PMCQS1h cationic emulsion. Aggregate shall meet the gradation for Type II aggregate.

CRACK TREATMENT

Crack treatment shall meet the specifications of Section 37-5.02, Type 4, except Flexibility: 1 in (25mm) mandrel, 90deg bend, 2s: ASTM D3111 Pass-10°F (-23°C)

Construction:

SLURRY SEAL

All loose cover material shall be removed by brooming prior to application of the subsequent slurry seal.

Apply polymerized slurry seal in accordance with Section 37-3 "Slurry Seal and Micro-Surfacing" of the Standard Specifications.

CRACK TREATMENT

Crack Treatment shall be placed in the areas shown on the plans. Work under this item shall conform to the provisions in Section 37, "Bituminous Seals" of the 2015 State Standard Specifications and these Technical Specifications. The work of Crack Treatment in existing pavement shall include preparation of the crack sealant or crack filler, cleaning the cracks, and the placing of the crack sealant or crack filling compound.

Pavement surface temperature shall be 40°F (4°C) and rising to ensure adequate adhesion. When applying sealant compound or filler material, assure the pavement surface to be dry and free of dew. Operations shall be discontinued during inclement weather.

The heating kettle for joint sealant compound shall be a double boiler oil heat transfer type, with built in agitator and equipped with thermometers to measure the temperature of both heat transfer oil and the sealing compound. The heating kettle shall have automatic thermometric controls which will prevent overheating of the sealant.

The sealant compound shall be melted slowly with constant agitation until it is in a lump-free, free-flowing state, within the temperature range recommended by the manufacturer for application. Heating above the manufacturer's recommended range for application is not permitted.

The sealant applicator shall be a pressure feed melter application. Pour pots shall not be used. A "U" shaped squeegee shall be used to apply sealant compound or filling material. At the contractors option the squeegee may be incorporated with the application wand or as a separate operation. Immediately screed the joint sealant to the elevation of the existing surface. Use a "U" shaped squeegee to ensure that a 4-inch wide band is centered on the finished sealed crack creating a flush finish. Sufficient time shall be allowed for the cooling of the sealant before any vehicular traffic is allowed to resume.

The air compressed air lance system shall be equipped with oil and moisture filters and have an air supply of 100 CFM or greater. The heated air from the lance shall have a discharge air temperature greater than 2400°F.

Cracks shall be cleared of debris and plant materials. Existing loose crack fill material shall be removed from pavement surface and cracks.

Immediately prior to application of crack treatment, cracks shall be cleaned and dried using a hot compressed air lance. Cracks shall be treated with the hot compressed air lance until the pavement in the groove is darkened but not charred or burned.

The sealant compound or filling material shall be placed within two minutes of the hot lance treatment by a hose and wand fitted with proper size from a low pressure pump connected to the heating kettle. The tip of the wand shall be placed to the bottom of the crack to ensure uniform application. The cracks are to be sealed or filled so that upon cooling, the sealant compound or filling material is just (<1/4") below the adjacent

pavement surface. If after the initial placement, the material subsides below the pavement surface, then additional material shall be applied. Areas exhibiting adhesion failure, damage, missed areas, foreign objects in the sealant, or other problems that can accelerate failure shall be resealed at no additional cost to the owner. Sealant compound damaged by construction traffic or the Contractor's operation shall be replaced by the Contractor at the Contractor's expense.

Before opening to traffic, apply sand or the manufacturer's recommended detackifying agent to tacky crack treatment material on the traveled way. Sweep up excess sand before opening to traffic.

CT Specification Section 37-5.03, Paragraph 1, third sentence, "*Filling cracks wider than 1 inch is change order work*" does not apply. This item includes application of crack treatment to all cracks regardless of size.

Payment:

SLURRY SEAL

Payment quantity for SLURRY SEAL will be measured by the SQUARE YARD. The contract unit price paid per SQUARE YARD for "SLURRY SEAL" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all work involved in constructing slurry seal, including mix design, and contractor quality control according to CT Specification Sections complete in place, as shown on the plans and as specified in these Technical Specifications or as directed by the Engineer.

CRACK TREATMENT

Payment quantity of Crack Treatment shall be measured by the LUMP SUM for BRYANT FIELD AIRPORT, and LUMP SUM for LEE VINING AIRPORT. The contract unit price paid per LUMP SUM (for each airport) for "CRACK TREATMENT" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all work involved in APPLYING CRACK TREATMENT complete in place, at locations shown on the plans and as specified in these Technical Specifications or as directed by the Engineer.

CT Specification Section 37-5.03, Paragraph 1, third sentence, "*Filling cracks wider than 1 inch is change order work*" does not apply. This item includes application of crack treatment to all cracks regardless of size.

84. Markings

General:

This work shall consist of application of painted pavement striping and markings including applying paint and glass beads. Equipment, mixing, surface preparation, application, and tolerances for furnishing and applying traffic striping and pavement markings shall conform to Section 84, "Markings" of the CT Specifications and these Technical Specifications.

Submittals:

Submit manufacturers cut sheet for Paint Materials.

Materials:

Paint type shall be Waterborne traffic line in accordance with Section 84 of the CT Specifications and shall be applied in two (2) coats.

Glass Beads shall be per CT Specifications Section 84.

Construction:

At least 48 hours shall elapse between application of a bituminous seal coat and permanent pavement marking. Traffic Stripes and Pavement Marking Paint shall be applied in conformance with CT Specifications Section 84.

Approximate locations of all new pavement markings shall match existing pavement marking locations. Before obliterating any traffic stripes, pavement markings, and pavement markers to be replaced at the same location, reference the stripes, markings, and markers. Include limits and transitions with control points to reestablish the new stripes, markings, and markers. Submit your references to the control points at least 5 business days before obliterating the stripes, markings, and markers.

All traffic striping and pavement markings damaged by the Contractor's operations shall be replaced in kind.

- Double Yellow Centerline shall be constructed in conformance with CT Standard Plan A20A – Detail 15 and Detail 21.
- Right Edgeline White shall be constructed in conformance with CT Standard Plan A21A – Detail 27B.
- Stop Bar shall be constructed in conformance with Standard Plan A24E. – LIMIT LINE (STOP LINE)
- Stop Marking shall be constructed in conformance with the Pavement Marking Words on Standard Plan A24D – STOP.

Apply Glass Beads to paint per CT Specifications Section 84.

Inspection:

Contractor shall work with engineer to verify existing traffic striping and pavement marking locations prior to application of Slurry Seal, so that final traffic striping and pavement markings can be made to match the existing striping locations.

Any markings installed by the Contractor that the Engineer has not pre-approved, and that the Engineer determines are installed improperly or in the wrong locations, shall be removed and replaced to the satisfaction of the Engineer at the Contractor's sole expense.

Payment:

The contract unit price paid per each item included in this specification section shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

Payment quantity of DOUBLE YELLOW CENTERLINE (Paint) is the length measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Payment quantity of RIGHT EDGELINE WHITE (Paint) is the length measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Payment quantity of STOP BAR AND MARKING (Paint) will be measured by LUMP SUM at each location.

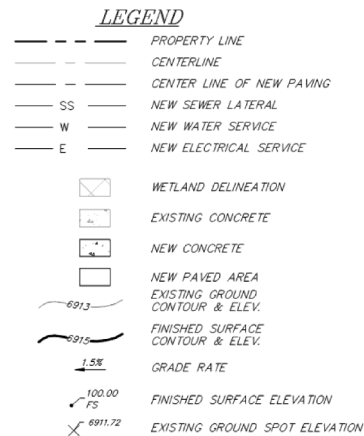
Payment quantity of MARKING "024" (Paint) will be measured by EACH.

Payment quantity of TIEDOWN MARKING (Paint) will be measured by LUMP SUM for all tie down markings for each Airport.

2017 MONO COUNTY PAVEMENT PRESERVATION

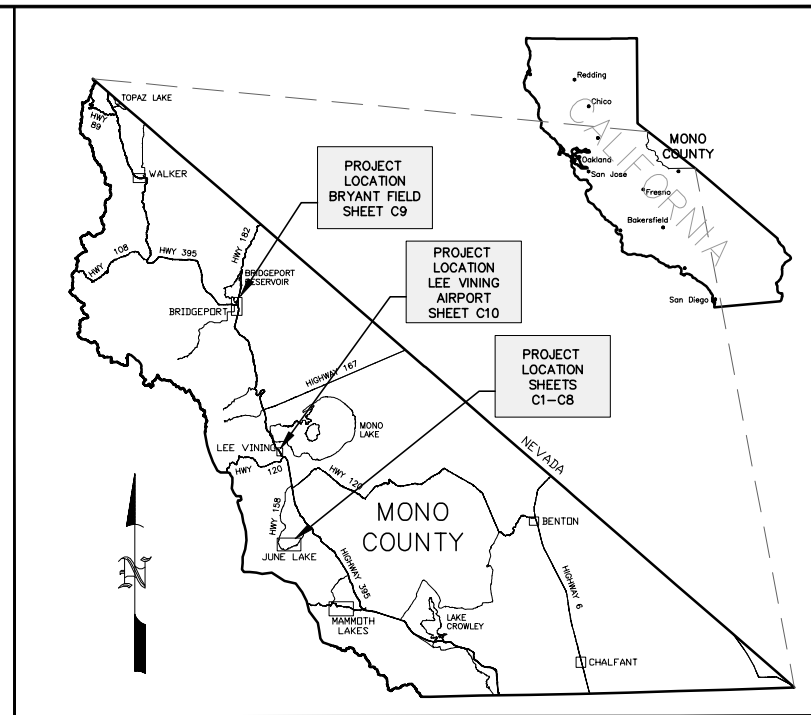
GENERAL NOTES:

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION MEANS AND METHODS, AND FOR SITE CONDITIONS THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING AND IMPLEMENTING SAFETY PROCEDURES AND SYSTEMS AS REQUIRED BY THE UNITED STATES OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), AND ANY FEDERAL, STATE OR LOCAL REGULATIONS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO FAMILIARIZE THEMSELVES WITH THE CONDITIONS OF ALL PERMIT APPROVALS.
- COORDINATE ALL WORK WITHIN THE PUBLIC RIGHT OF WAY WITH MONO COUNTY PUBLIC WORKS.
- THIS PLAN IS BASED ON RECORD AERIAL TOPOGRAPHY, ANY SIGNIFICANT DEVIATIONS FROM WHAT IS SHOWN ON THIS PLAN SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- THIS PROJECT DOES NOT INCLUDE ANY BELOW GRADE EXCAVATION OR DIGGING. CONTRACTOR SHALL DO NO DIGGING OR EXCAVATION BELOW THE SURFACE WITHOUT SPECIFIC WRITTEN AUTHORIZATION BY THE ENGINEER. IF DIGGING IS AUTHORIZED, CONTRACTOR SHALL CALL USA DIG ALERT AT 800-642-2444 AT LEAST 48 HOURS PRIOR TO STARTING ANY DIGGING OPERATIONS.
- SINCE THERE IS NO DIGGING OR EXCAVATION PLANNED FOR THIS PROJECT. THIS PLAN DOES NOT DEPICT THE EXACT LOCATIONS OF UTILITIES WHICH MAY EXIST WITHIN THE PROJECT AREA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXACT LOCATION OF UTILITIES VISIBLE TO SURFACES AND OVERHEAD POWER LINES THAT MAY INTERFERE WITH WORK PRIOR TO CONSTRUCTION.
- ALL MATERIALS SCHEDULED TO BE REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. DISPOSE OF ALL MATERIALS OFF-SITE IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS, ORDINANCES AND CODES.
- CONTRACTOR SHALL COORDINATE ANY REMOVAL, CONNECTIONS, RELOCATION, DISPOSAL, SALVAGE OF UTILITIES WITH MONO COUNTY AND THE APPROPRIATE UTILITY COMPANY.
- ANY EXISTING WORK OR PROPERTY DAMAGED OR DISRUPTED BY CONSTRUCTION / DEMOLITION ACTIVITIES SHALL BE REPLACED OR REPAIRED TO MATCH ORIGINAL EXISTING CONDITIONS BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR SHALL PROTECT ALL PROPERTY MONUMENTATION THROUGHOUT DEMOLITION AND CONSTRUCTION OPERATIONS. SHOULD ANY MONUMENTATION BE DISTURBED BY THE CONTRACTOR, A LICENSED SURVEYOR SHALL REPLACE IT AT NO COST TO THE OWNER.
- CONTRACTOR SHALL SUPPLY AND PAY ALL COSTS FOR TEMPORARY PARTITIONING, BARRICADING, FENCING, SECURITY AND/OR SAFETY DEVICES REQUIRED FOR THE MAINTENANCE OF A CLEAN AND SAFE CONSTRUCTION SITE.
- EXISTING FACILITIES, VEGETATION AND TREES NOT SHOWN TO BE REMOVED, REPLACED OR RECONSTRUCTED SHALL BE PROTECTED IN PLACE.
- CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL. TRAFFIC CONTROL PLANS SHALL BE SUBMITTED TO ENGINEER FOR APPROVAL. WORK SHALL NOT BEGIN UNTIL WRITTEN APPROVAL OF TRAFFIC CONTROL PLAN IS PROVIDED TO CONTRACTOR. TEMPORARY ROAD CLOSURES MAY BE AUTHORIZED FOR THIS PROJECT OF NO MORE THAN 2 HOURS.



ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AP	ANGLE POINT
BC	BEGIN CURVE
BW	BOTTOM OF WALL
CONC	CONCRETE
CY	CUBIC YARDS
E	EXISTING
EC	END CURVE
EL	ELEVATION
FG	FINISHED GRADE
FL	FLOW LINE
FP	FINISHED PAD
FS	FINISHED SURFACE
GB	GRADE BREAK
HP	HIGH POINT
LF	LINEAL FEET
PE	POLYETHYLENE
PVC	POLYVINYL CHLORIDE
SF	SQUARE FEET
TOML	TOWN OF MAMMOTH LAKES
TBC	TOP BACK OF CURB
TC	TOP OF CURB
TYP	TYPICAL
TW	TOP OF WALL



SHEET & PLAN SET INDEX

CROWLEY LAKE SKATEPARK GENERAL
G1: VICINITY MAP AND GENERAL CONSTRUCTION NOTES

SLURRY PLANS

- C1 : NORTHSHORE DRIVE 1000 to 1027
- C2: NORTHSHORE DRIVE 1027 to 1056
- C3: NORTHSHORE DRIVE 1056 to 1085
- C4: NORTHSHORE DRIVE 1085 to 1114
- C5: NORTHSHORE DRIVE 1114 to 1140
- C6: NORTHSHORE DRIVE 1140 to 1151+50
- C7: HIGHLAND DRIVE AND HIGHLAND PLACE
- C8: LEONARD, ALPENGLow, HIGHLAND DR 1+00-3+00
- C9: BRYANT FIELD AIRPORT
- C10 LEE VINING AIRPORT



SIGNED:
2017 March 29

MONO COUNTY PUBLIC WORKS DEPARTMENT	
Rev#	Revision
Date	Date
Prepared By: PER	Checked By: PER

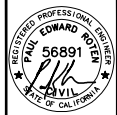
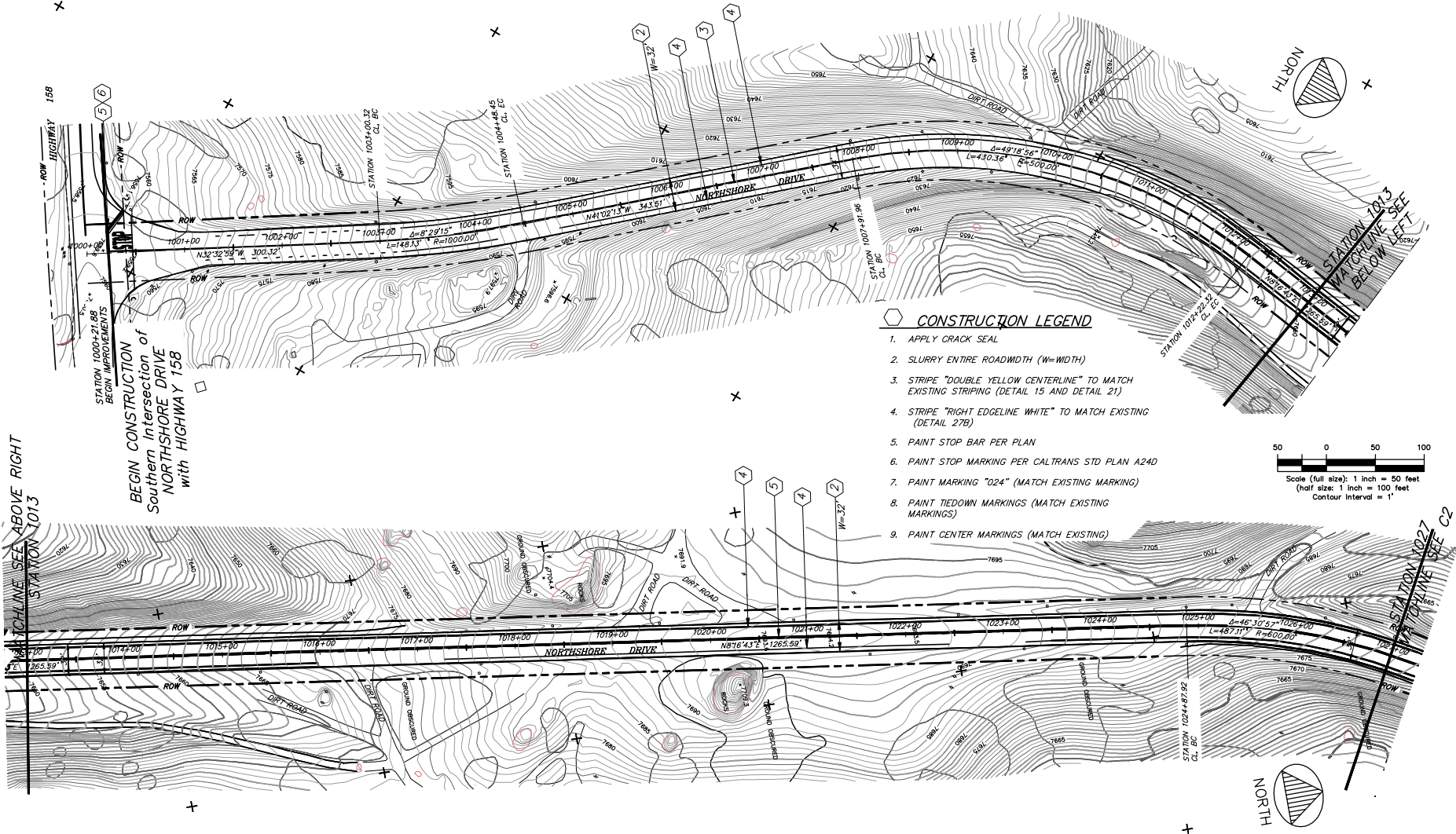
2017 MONO COUNTY

PAVEMENT PRESERVATION

COVER SHEET

SHEET

G1

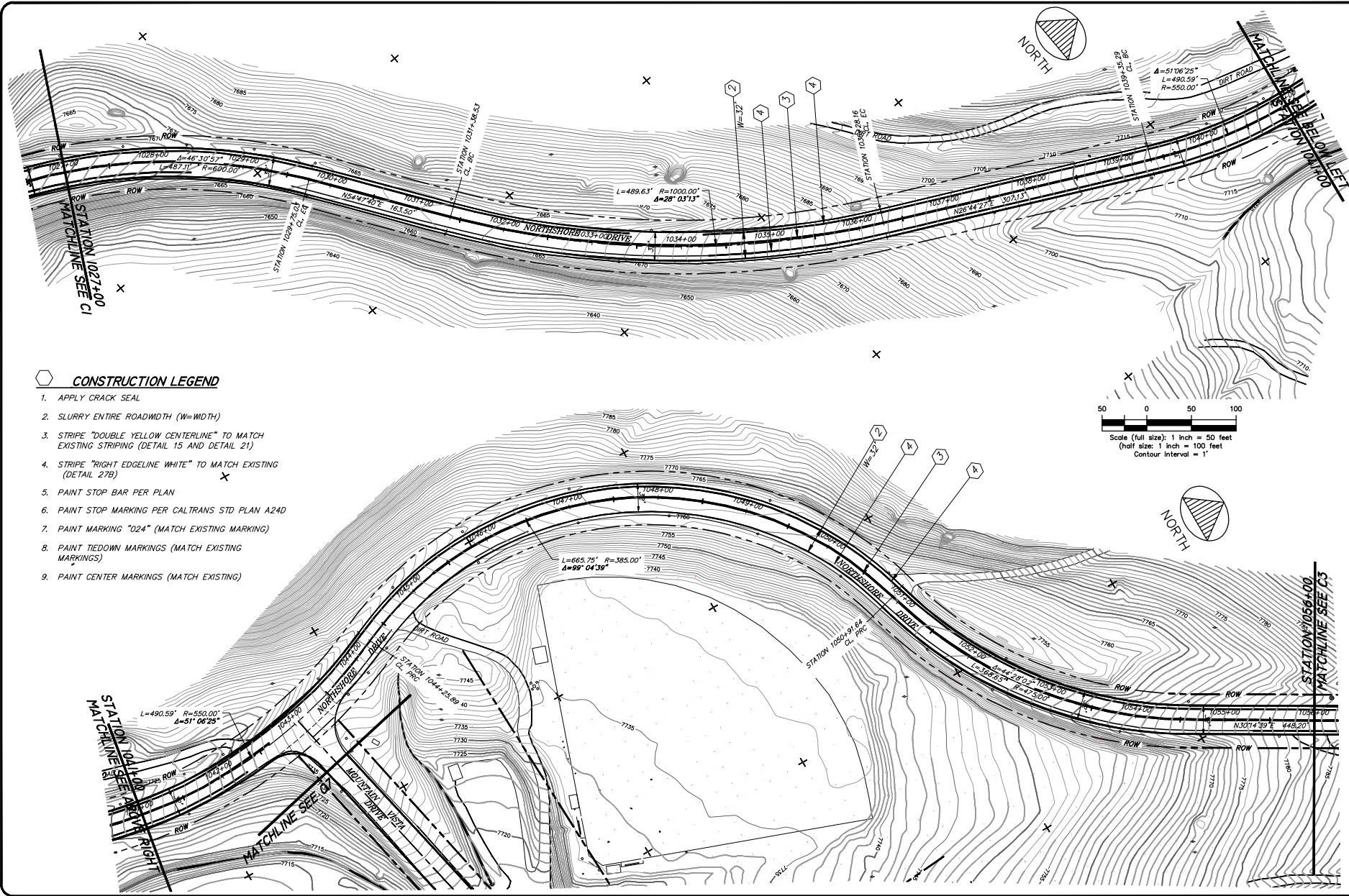


SIGNED:
2017 Apr 2

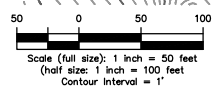
MONO COUNTY PUBLIC WORKS DEPARTMENT	
Drawing Date:	2017 MAR 06
Prepared By:	PER
Checked By:	PER
Rev#	Date
Revision	

2017 MONO COUNTY
PAVEMENT PRESERVATION
NORTHSHORE DRIVE STA 1000+00 to 1027+00

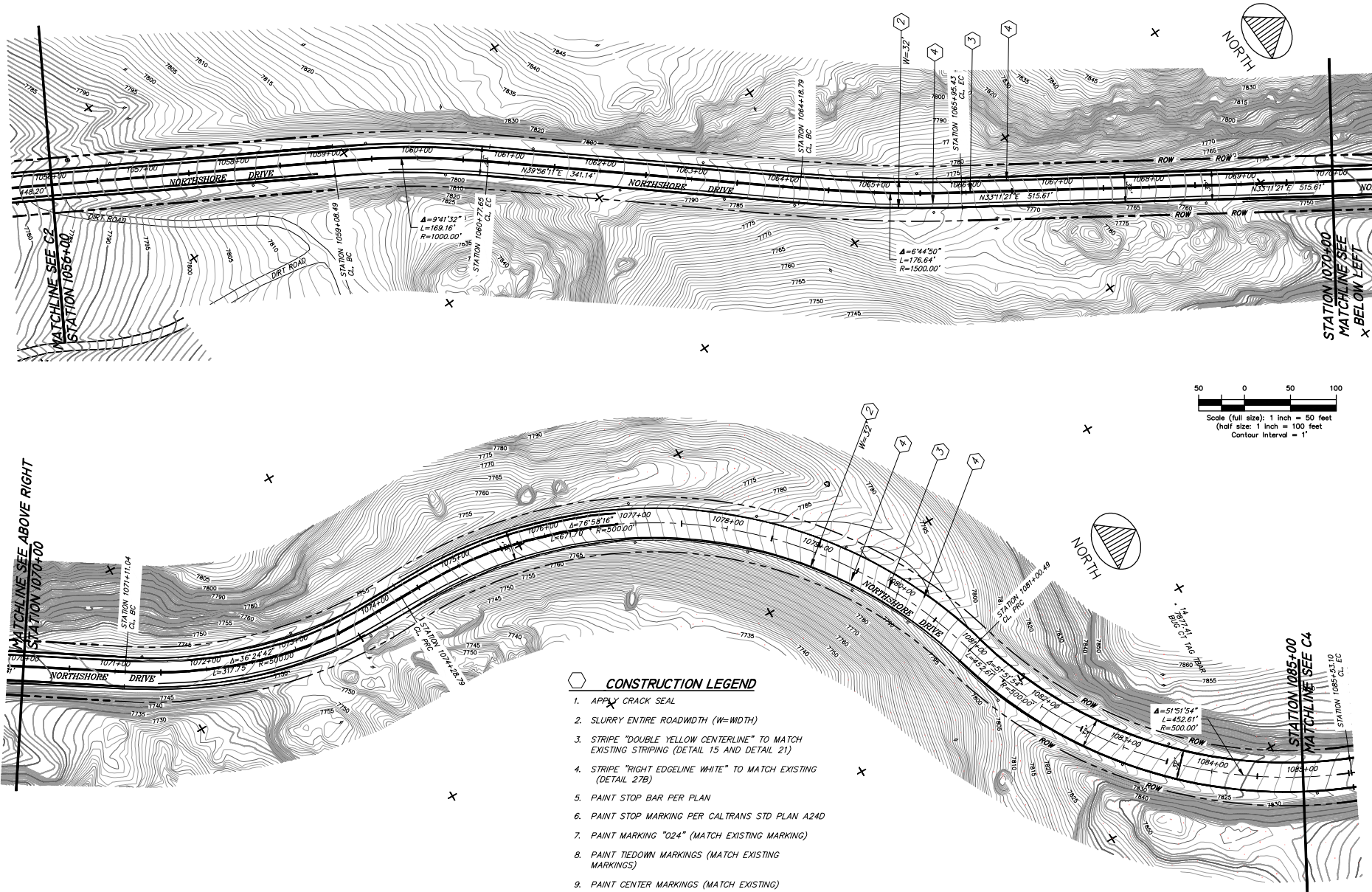
SHEET
C1



- CONSTRUCTION LEGEND**
1. APPLY CRACK SEAL
 2. SLURRY ENTIRE ROADWIDTH (W=WIDTH)
 3. STRIPE "DOUBLE YELLOW CENTERLINE" TO MATCH EXISTING STRIPING (DETAIL 15 AND DETAIL 21)
 4. STRIPE "RIGHT EDGELINE WHITE" TO MATCH EXISTING (DETAIL 27B)
 5. PAINT STOP BAR PER PLAN
 6. PAINT STOP MARKING PER CALTRANS STD PLAN A24
 7. PAINT MARKING "024" (MATCH EXISTING MARKING)
 8. PAINT TIEDOWN MARKINGS (MATCH EXISTING MARKINGS)
 9. PAINT CENTER MARKINGS (MATCH EXISTING)

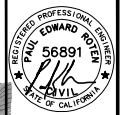
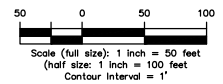


	SIGNED: 2017 Apr 2	
	MONO COUNTY PUBLIC WORKS DEPARTMENT	PAVEMENT PRESERVATION
Drawing Date: 2017 MAR 06 Prepared By: PER Checked By: PER	Rev# Date Revision	2017 MONO COUNTY PAVEMENT PRESERVATION NORTHSHORE DRIVE 1027 to 1056 SHEET C2



CONSTRUCTION LEGEND

1. APPLY CRACK SEAL
2. SLURRY ENTIRE ROADWIDTH (W=WIDTH)
3. STRIPE "DOUBLE YELLOW CENTERLINE" TO MATCH EXISTING STRIPING (DETAIL 15 AND DETAIL 21)
4. STRIPE "RIGHT EDGE LINE WHITE" TO MATCH EXISTING (DETAIL 27B)
5. PAINT STOP BAR PER PLAN
6. PAINT STOP MARKING PER CALTRANS STD PLAN A24D
7. PAINT MARKING "024" (MATCH EXISTING MARKING)
8. PAINT TIEDOWN MARKINGS (MATCH EXISTING MARKINGS)
9. PAINT CENTER MARKINGS (MATCH EXISTING)



SIGNED:
2017 Apr 2

MONO COUNTY PUBLIC WORKS DEPARTMENT	
Drawing Date: 2017 MAR 06	Rev#
Prepared By: PER	Date
Checked By: PER	Revision

2017 MONO COUNTY
PAVEMENT PRESERVATION
NORTHSHORE DRIVE 1056 to 1085

SHEET
C3



SIGNED:
2017 Apr 2

MONO COUNTY PUBLIC WORKS DEPARTMENT

Drawing Date: 2017 MAR 06

Prepared By: PER

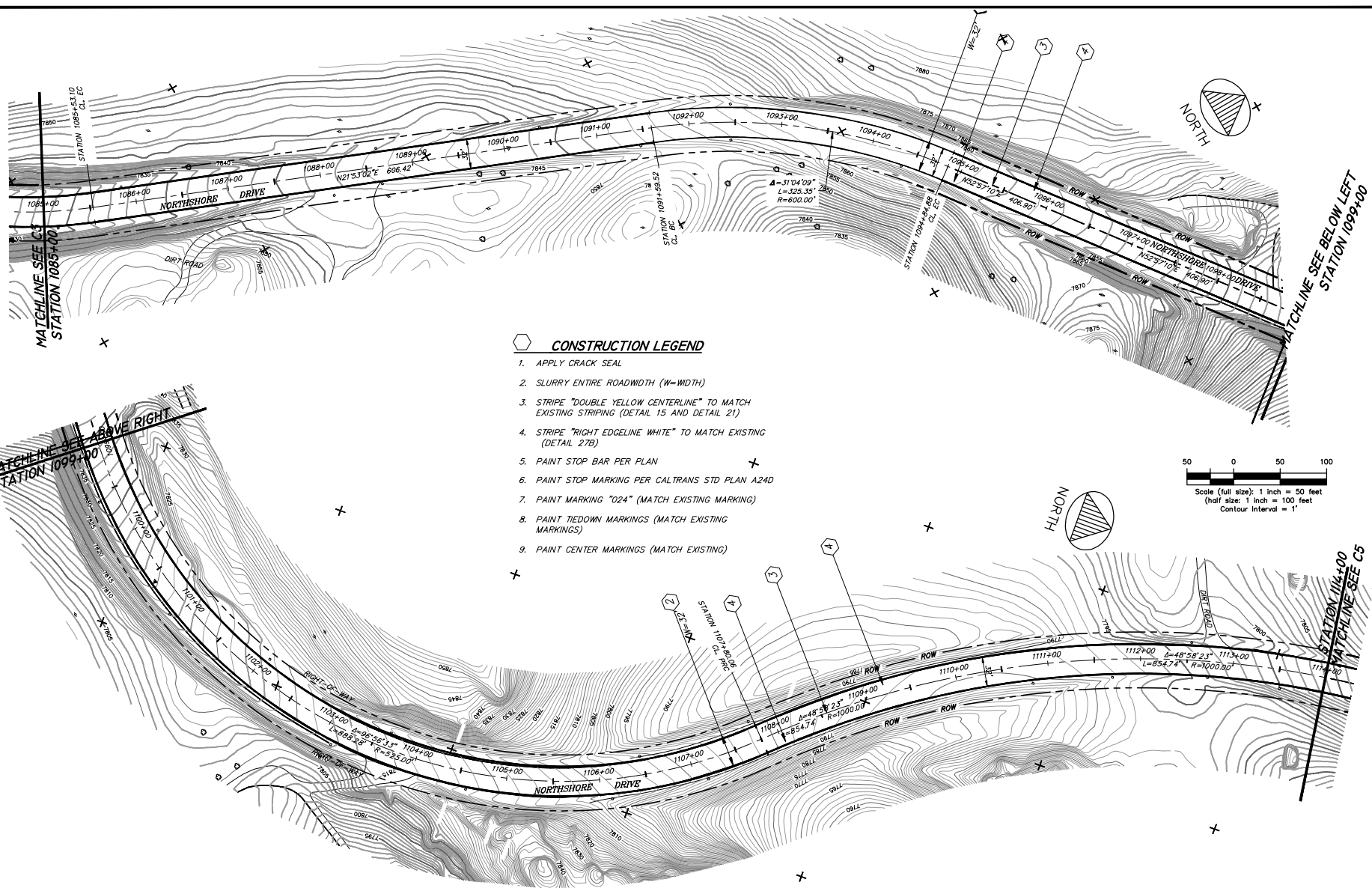
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2017 MONO COUNTY
PAVEMENT PRESERVATION

NORTHSHORE DRIVE 1085 TO 1114

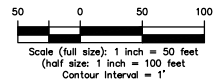
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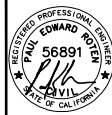
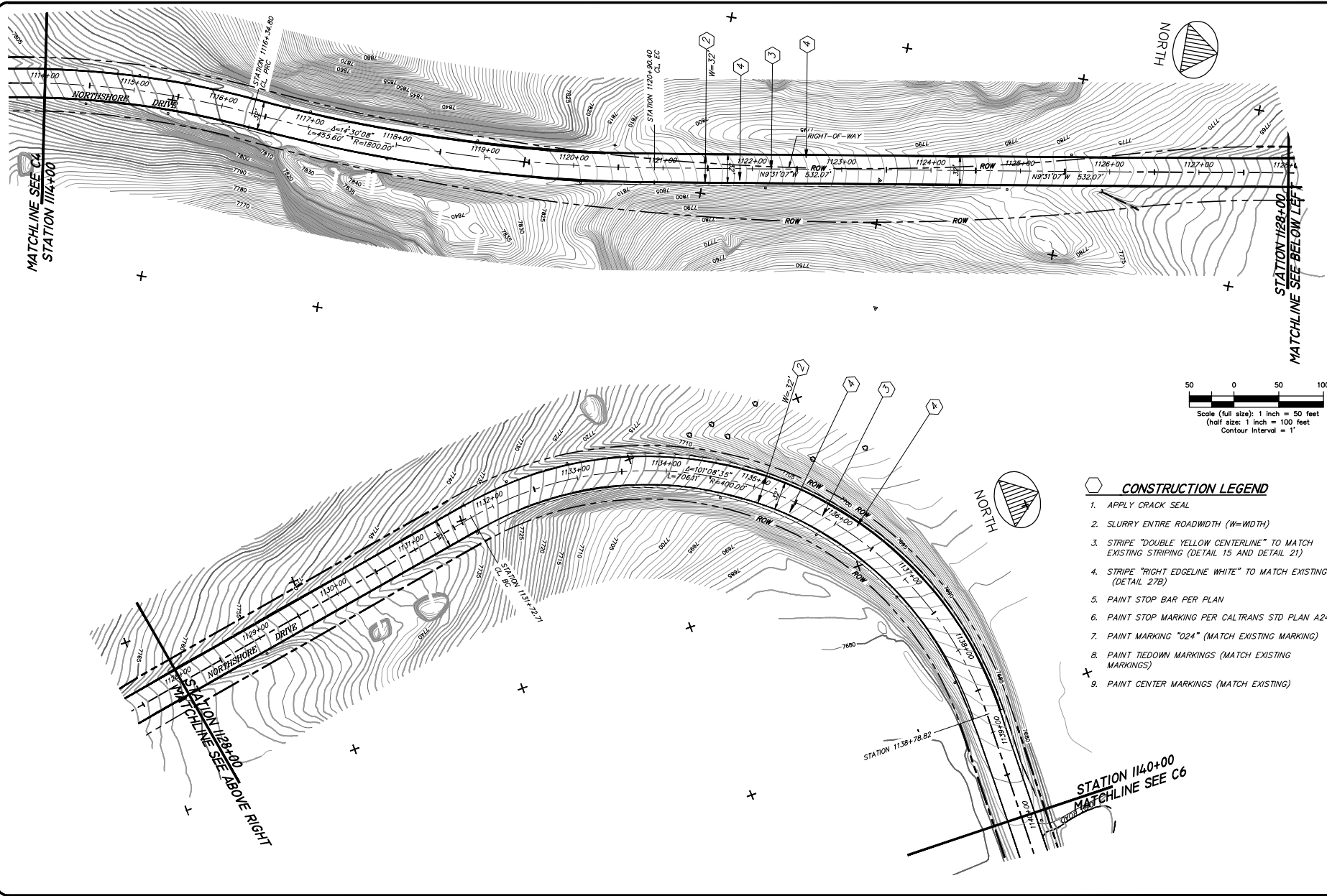
C4



CONSTRUCTION LEGEND

- 1. APPLY CRACK SEAL
- 2. SLURRY ENTIRE ROADWIDTH (W=WIDTH)
- 3. STRIPE "DOUBLE YELLOW CENTERLINE" TO MATCH EXISTING STRIPING (DETAIL 15 AND DETAIL 21)
- 4. STRIPE "RIGHT EDGELINE WHITE" TO MATCH EXISTING (DETAIL 27B)
- 5. PAINT STOP BAR PER PLAN
- 6. PAINT STOP MARKING PER CALTRANS STD PLAN A240
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- 9. PAINT CENTER MARKINGS (MATCH EXISTING)





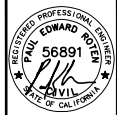
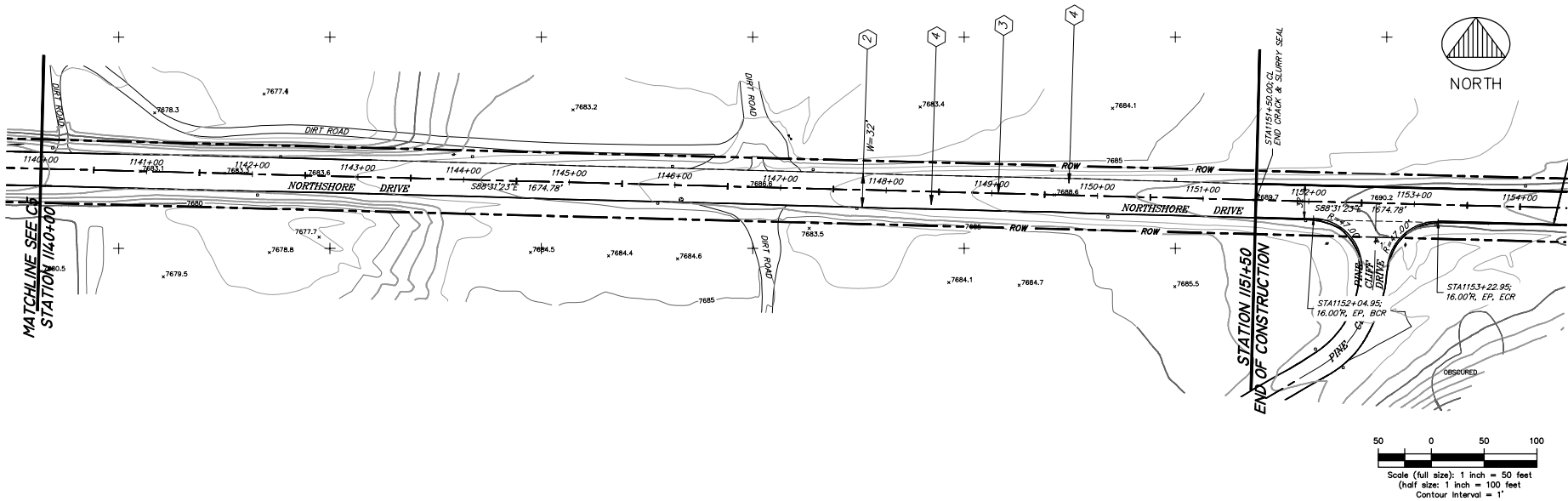
SIGNED:
2017 Apr 2

MONO COUNTY PUBLIC WORKS DEPARTMENT	
Rev#	Date

Drawing Date: 2017 MAR 06
Prepared By: PER
Checked By: PER

2017 MONO COUNTY
PAVEMENT PRESERVATION
NORTHSHORE DRIVE 1114 to 1140

SHEET
C5



SIGNED:
2017 Apr 2

MONO COUNTY PUBLIC WORKS DEPARTMENT			
Rev#	Date	Rev#	Date

Drawing Date: 2017 MAR 06
 Prepared By: PER
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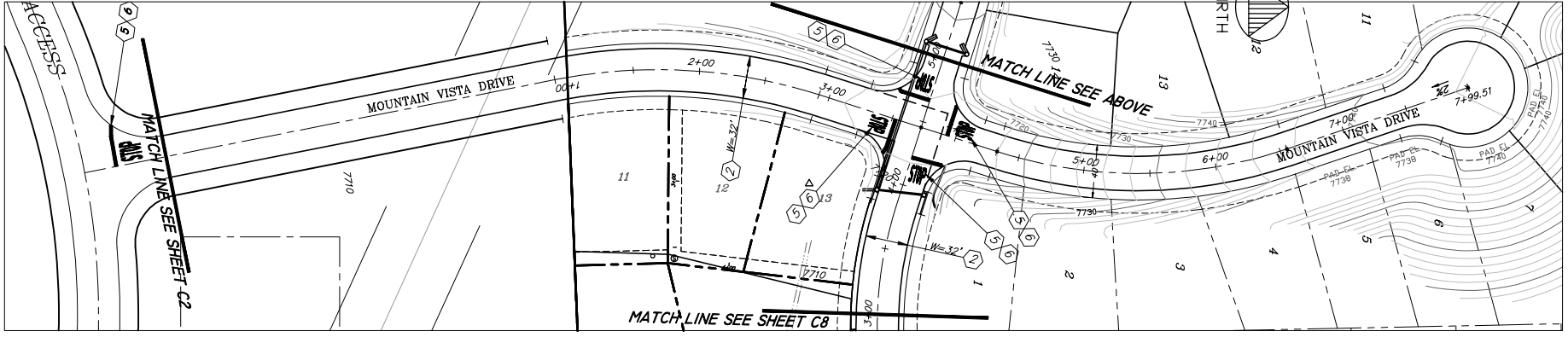
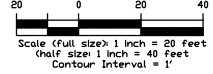
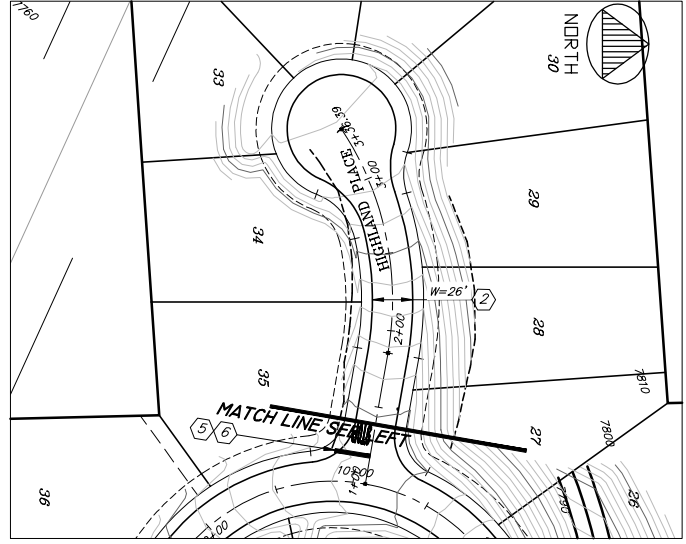
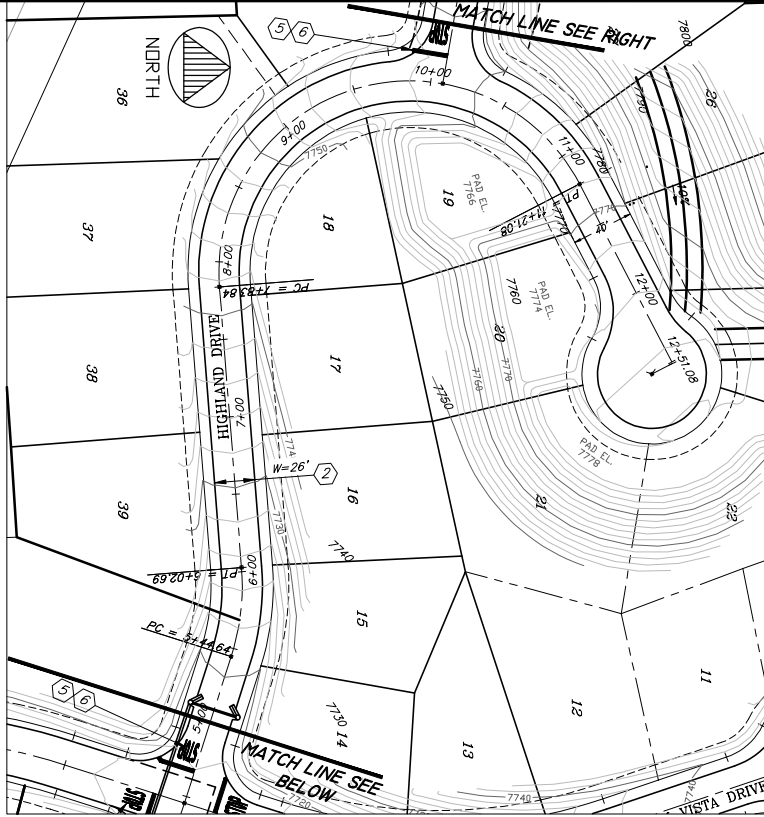
2017 MONO COUNTY
PAVEMENT PRESERVATION
 NORTHSHORE DRIVE 1140 to 1151+50

SHEET
C6

- CONSTRUCTION LEGEND**
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 2. SLURRY ENTIRE ROADWIDTH (W=WIDTH)
 3. STRIPE "DOUBLE YELLOW CENTERLINE" TO MATCH EXISTING STRIPING (DETAIL 15 AND DETAIL 21)
 4. STRIPE "RIGHT EDGELINE WHITE" TO MATCH EXISTING (DETAIL 27B)
 5. PAINT STOP BAR PER PLAN
 6. PAINT STOP MARKING PER CALTRANS STD PLAN A24D
 7. PAINT MARKING "024" (MATCH EXISTING MARKING)
 8. PAINT TIEDOWN MARKINGS (MATCH EXISTING MARKINGS)
 9. PAINT CENTER MARKINGS (MATCH EXISTING)

CONSTRUCTION LEGEND

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SIGNED:
2017 Jan 4

Rev#	Date	Revision

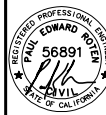
Prepared By: PER
 Checked By: PER

MONO COUNTY PUBLIC WORKS DEPARTMENT

Drawing Date: 2017 MAR 06
 Prepared By: PER
 Checked By: PER

2017 MONO COUNTY
PAVEMENT PRESERVATION
 HIGHLAND DRIVE AND HIGHLAND PLACE

SHEET
C7

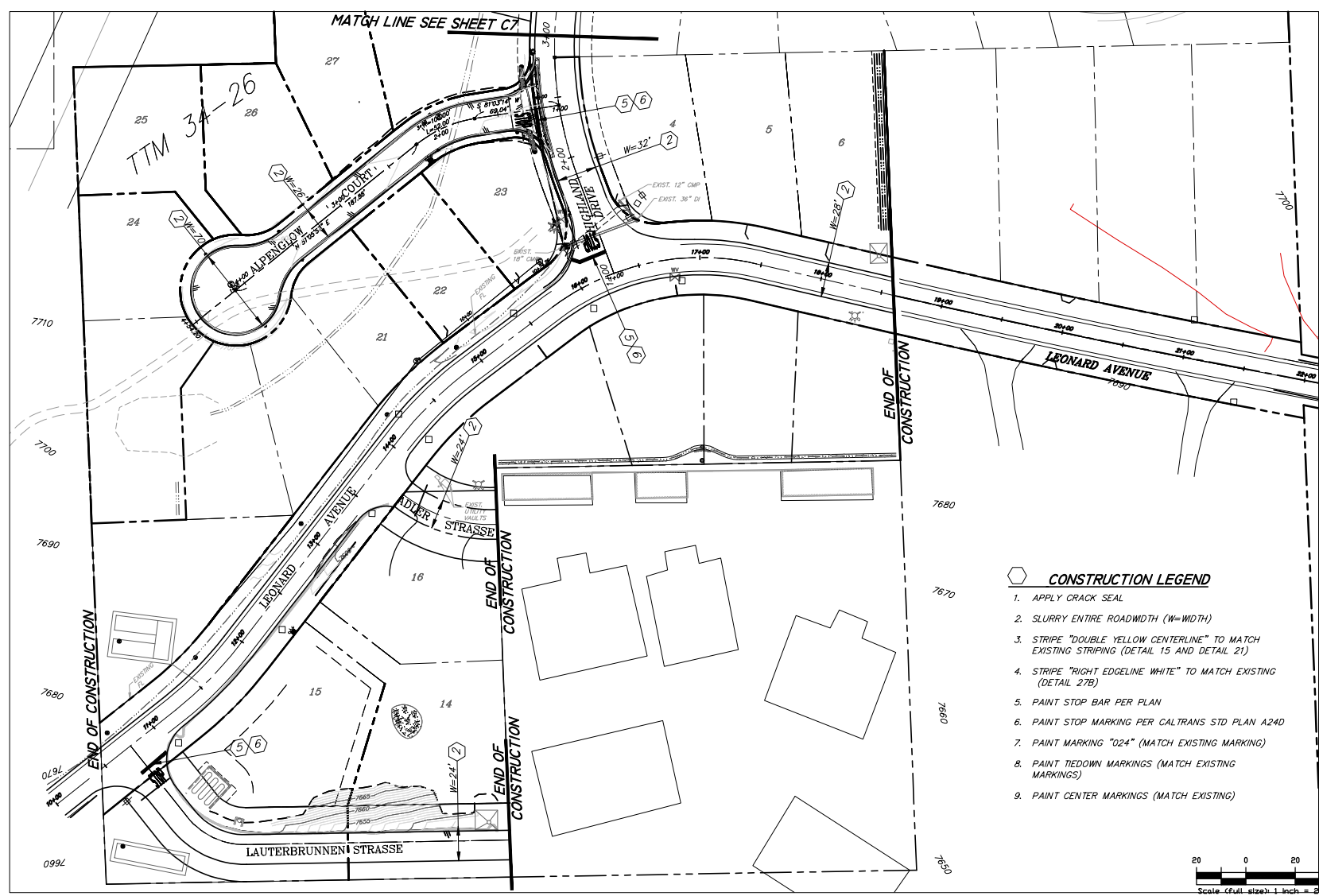


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2017 Apr 2

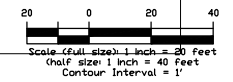
MONO COUNTY PUBLIC WORKS DEPARTMENT	
Drawing Date: 2017 MAR 06	Rev#
Prepared By: PER	Date
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2017 MONO COUNTY
PAVEMENT PRESERVATION
LEONARD, ALPENGLAW, HIGHLAND DR 1+00-3+00

SHEET
C8

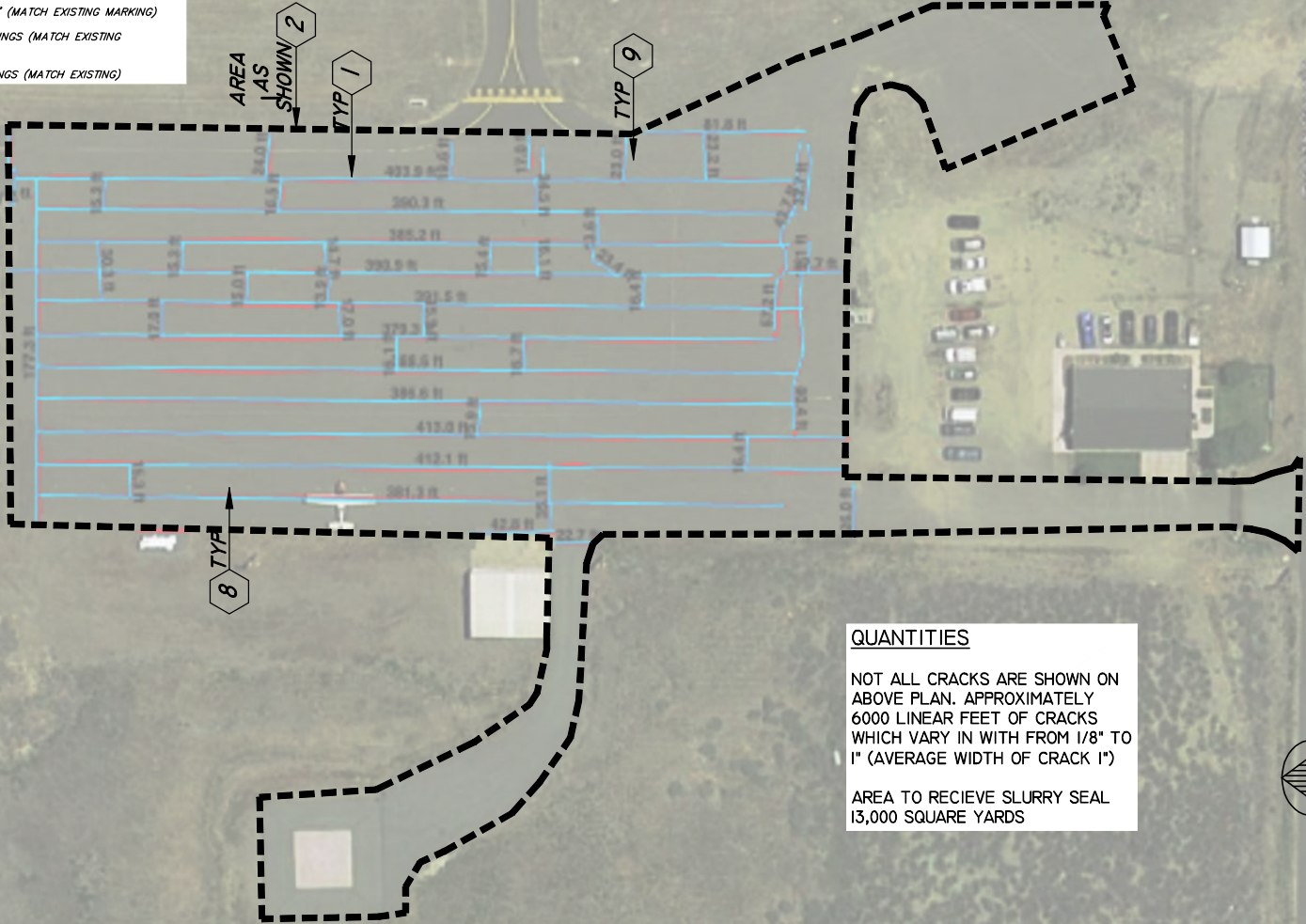


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 9. PAINT CENTER MARKINGS (MATCH EXISTING)



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QUANTITIES

NOT ALL CRACKS ARE SHOWN ON ABOVE PLAN. APPROXIMATELY 6000 LINEAR FEET OF CRACKS WHICH VARY IN WITH FROM 1/8" TO 1" (AVERAGE WIDTH OF CRACK 1")

AREA TO RECIEVE SLURRY SEAL 13,000 SQUARE YARDS



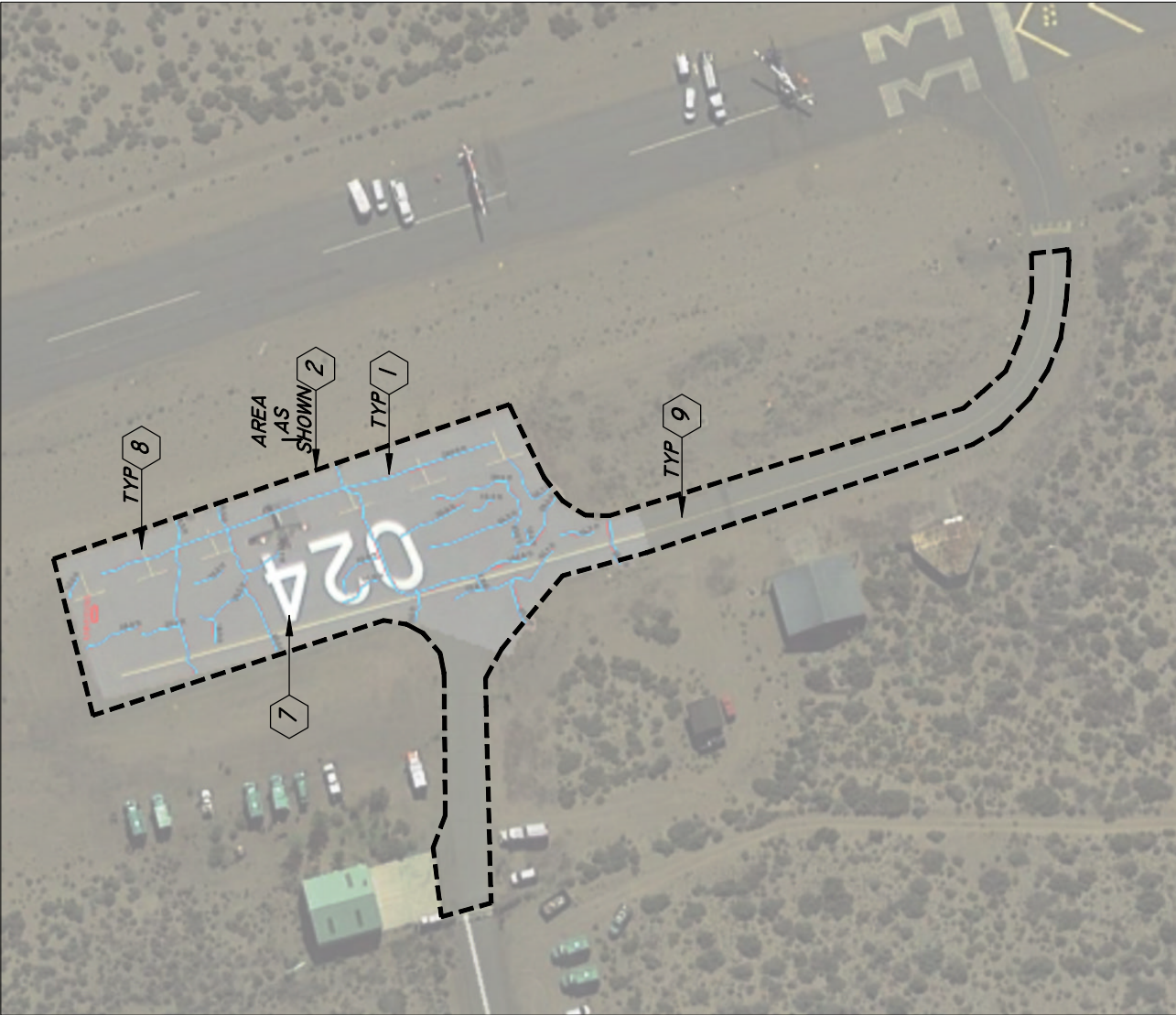
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2017 Apr 2

Rev#	Date	Revision

Drawing Date: 2017 MAR 06
Prepared By: PER
Checked By: PER

MONO COUNTY PUBLIC WORKS DEPARTMENT
2017 MONO COUNTY
PAVEMENT PRESERVATION
BRYANT FIELD

SHEET
C9



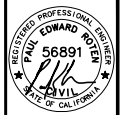
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9. PAINT CENTER MARKINGS (MATCH EXISTING)

QUANTITIES

NOT ALL CRACKS ARE SHOWN ON PLAN. APPROXIMATELY 1500 LINEAR FEET OF CRACKS WHICH VARY IN WITH FROM 1/8" TO 4" (AVERAGE WIDTH OF CRACK 1.5")

AREA TO RECIEVE SLURRY SEAL
4,000 SQUARE YARDS



SIGNED:
2017 Apr 2

MONO COUNTY PUBLIC WORKS DEPARTMENT	
Drawing Date: 2017 MAR 06	Rev#
Prepared By: PER	Date
Checked By: PER	Revision

2017 MONO COUNTY
PAVEMENT PRESERVATION
LEE VINING AIRPORT

SHEET
C10



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2017

Departments: Public Works - Motor Pool, Finance

TIME REQUIRED 60 minutes (30 minute presentation;
30 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Jeff Walters, Janet Dutcher, Sheriff
Braun

SUBJECT Sheriff Vehicle Comparison and 5-
Year Fiscal Gap Analysis

AGENDA DESCRIPTION:

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

Presentation by Jeff Walters, Director of Fleet Services regarding the purchase of Sheriff's vehicles including a comparative analysis of the Chevy Tahoe, Ford Expedition and Ford Interceptor, and Presentation by Janet Dutcher, Finance Director quantifying the gap between vehicle needs and available financing associated with replacement of the Sheriff vehicle fleet.

RECOMMENDED ACTION:

Hear a presentation regarding comparison of potential Sheriff replacement vehicles. Also hear separate presentation about Motor Pool accounting practices and Finance recommendations concerning Sheriff Motor Pool replacement reserve. Provide any desired direction to staff.

FISCAL IMPACT:

Depending upon the make and model of the vehicles selected costs would range between \$339,597 to \$356,983 for the five vehicles requested to replace. The capital reserve specifically earmarked for replacement of Sheriff vehicle fleet is deficit by \$75,700, as of February 28, 2017. Past capital contributions are insufficient to cover purchases, resulting in \$0 available for future replacements. Assuming a program of replacing four to six vehicles every year, Sheriff capital replacement contributions need to increase by 30% every year through Fiscal Year 2022-2023, at which time the balance of the reserve will stabilize at a level projected to be fiscally sustainable. By the FY 2022-2023, capital contributions will have increased by 297%, from \$194,000 in FY 2016-2017 to \$770,900 in FY 2022-2023. Savings from lower maintenance costs may reduce this fiscal impact. Annual budgetary savings in the Sheriff's non-personnel operating budget could also reduce this fiscal impact if transferred to the Motor Pool capital replacement reserve at the end of each fiscal year.

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
Staff Report - Sheriff Vehicle Comparison
Exhibit 1 - Sheriff Vehicle cost comparison
Exhibit 2 - Motor Pool Compilation of Policy Discussions
Staff Report - Financial Gap Analysis

History

Time	Who	Approval
4/13/2017 10:32 AM	County Administrative Office	Yes
2/6/2017 11:50 AM	County Counsel	Yes
4/13/2017 10:38 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: April 18, 2017
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Public Works Director / Director of Road Operations and Fleet Services
Subject: Sheriff Vehicle Comparison

Recommended Action:

Receive staff report regarding potential Sheriff vehicle replacements. Provide any desired direction to staff.

Fiscal Impact:

The Sheriff has requested replacement of five vehicles (four patrol units and one jail transport). Depending upon the make and model of the vehicles selected, costs would range from \$339,597 to \$356,983.

Discussion:

During the budget hearings last fall the Board of Supervisors requested comparative analysis for potential Sheriff vehicle replacements. The Department of Public Works developed bid specifications regarding Ford Expedition, Ford Interceptor and Chevy Tahoe police vehicles to compare prices and options. The National Auto Fleet Group (NAFG) is a vendor within the National Joint Powers Alliance (NJPA). The NJPA is a municipal national contracting agency which establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. Mono County, as a member of the NJPA, can legally purchase vehicles through NJPA awarded contracts and has done so in the past with excellent results.

In analyzing the options, it became apparent that it was not possible to have a true “apples-to-apples” comparison as the vehicle manufacturers do not offer the same options for each model.

I have detailed the some of the significant differences here:

The Chevrolet Tahoe PPV (Police Pursuit Vehicle) and the Ford Utility Interceptor are completely different classes of vehicles. The Tahoe is built on a truck chassis with a GVWR of 7,300 lbs. and a tow rating of 6,400 lbs. The Ford Utility Interceptor is built upon a chassis similar to the Ford Taurus with a GVWR of 6300 lbs. and a tow rating of only 2000 lbs.

Additionally, the Tahoe PPV and Interceptor are the only vehicles “Police Pursuit Rated”. Vehicles rated in this class are the most common police cars and are equipped to handle the vast majority of tasks including pursuit and high-speed response calls.

The Tahoe SSV and the Expedition are considered “Special Service Vehicles” with no real difference from a standard passenger vehicle. The Ford Expedition is built on the Ford F-150 truck chassis with a GVWR of 7,500 lbs. and has a tow rating of 6,600 lbs.

When looking at the different bids submitted by NAFG and the options for each vehicle there are some glaring differences that may play into the total cost (increased) of the Ford Utility Interceptor. When requested quotes, NAFG was provided with our current Tahoe PPV specs with all the options. The biggest cost difference between the models is due to being different classes of vehicles. Here are some additional differences between the models:

- 1) Remote start is included on the Tahoe PPV and SSV, not the Interceptor or Expedition.
- 2) Keyless entry is included on the Tahoe PPV, SSV and the Expedition, not the Interceptor.
- 3) Common key is included across all models except the Expedition.
- 4) A dome light is included across all models except the Expedition.
- 5) Pre-wiring for emergency lights and sirens are included on the Tahoe PPV and SSV, not the Interceptor or Expedition.
- 6) Headlamp and tail lamp flashers are included on the Tahoe PPV and SSV, not the Interceptor or Expedition. But they are available as an option.
- 7) Front, right and left spotlights are included on the Tahoe PPV, not the Interceptor. This could amount to an increase of approximately \$2,000 per vehicle.
- 8) Inoperative inside rear door locks and handles are included on the Tahoe PPV and SSV, not the Interceptor or Expedition.
- 9) Inoperative rear window switches are included on the Tahoe PPV and SSV, not the Interceptor or Expedition.

Fuel economy ratings for each of the vehicles are as follows:

Make	Model	Highway	City
Ford	Expedition	20	15
Chevy	Tahoe	22	16
Ford	Interceptor	21	16

Sheriff vehicles purchased by Inyo County had utilized a local vendor for upfitting that we are unwilling to pursue due to previous quality control issues we have experienced with them.

Public Works also learned that the Town of Mammoth Lakes does their own upfitting of their Police vehicles.

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

Respectfully submitted,



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

Attachment Exhibit 1 – Sheriff Vehicle cost comparisons
 Background Material – Motor Pool Compilation of Policy Discussions

Year	Make	Model	Pursuit Rated?	Base Price	Tax @ 7.25%	Tire tax	Delivery to Bport	Upfitting	WatchGuard Camera System	Delta Wireless Radio System	Stalker Radar	Total	
2017	Chevy	Tahoe 4x4 SSV Utilities (Jail Transport)	No	\$38,322	\$2,778	\$9	\$579	\$13,502	\$0	\$4,280	\$0	\$59,469	1
2017	Ford	Expedition 4x4 Utilities (Jail Transport)	No	\$40,289	\$2,921	\$9	\$579	\$13,249	\$0	\$4,280	\$0	\$61,327	2
2017	Ford	AWD Police Interceptor (Patrol)	Yes	\$31,365	\$2,274	\$9	\$579	\$22,123	\$5,180	\$4,280	\$4,223	\$70,032	1
2017	Ford	Expedition 4x4 Utilities (Patrol)	No	\$40,289	\$2,921	\$9	\$579	\$16,052	\$5,180	\$4,280	\$4,223	\$73,532	2
2017	Chevy	Tahoe 4x4 PPV Utilities (Patrol)	Yes	\$40,018	\$2,901	\$9	\$579	\$16,724	\$5,180	\$4,280	\$4,223	\$73,914	3

Note - All upfitting to be done by Federal Signal and would include:

1. Watchguard In-Car Video Camera Systems (Patrol Vehicles Only)
2. Delta Wireless Kenwood Radio Systems with Pyramid Extender systems
3. Stalker Radar Systems (Patrol Vehicles Only)



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

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Motor Pool

Compilation of Policy Discussions

Vehicle Budgeting Protocol

Motor Pool revenue is derived from vehicle miles driven by county staff. Mileage charges for each department are calculated monthly by Public Works staff after departments submit their ending mileage for the month.

Additional

1. Level out replacement funding over long term and set aside sufficient funds each year as necessary
2. Evaluate mileage and re-assignment each Spring for upcoming budget year
3. Purchase vehicles following budget hearings and issuance of Department of General Services (DGS) list
4. Evaluate specifications and make/model available from (DGS) list; if vehicle unavailable, issue Request for Bid (RFB)
5. Replace revenues from surplus vehicle sales into Motor Pool replacement fund to offset expenses

Purchase protocol

Each year, after analyzing mileages and maintenance costs for all Motor Pool vehicles, the Public Works Director provides a list of vehicles that are at/over/near their useful mileage to respective department heads. The department head must determine if the vehicles on their list are truly in need of replacement. If the department head requests replacement the Public Works Director tabulates all proposed vehicle replacements and brings the list before the BOS for their review. The Public Works Director, in collaboration with the Finance Department, ensures there is ample fund balance to cover

the costs of the replacement(s). If there is insufficient funds the Public Works Director recommends vehicle replacements that remain below the available fund balance. During Budget Hearings the proposed replacements are presented as a Policy Item for the BOS to consider. All Motor Pool vehicle purchases are authorized only after the Board of Supervisors has approved the replacement number, type and cost.

In order to more easily maintain Mono County's fleet of vehicles it is preferable to reduce the number of different vehicle manufacturers. By keeping the number of vehicle manufacturers to a minimum the following advantages occur:

1. Minimize and standardize parts inventory
2. Minimize cost of diagnostic equipment and manuals
3. Reduces specialized training and standardizes knowledge for staff
4. Realize cost efficiencies from bulk purchases

Vehicles Currently Included in Purchase Policy

- Ford F-250 4X4 Gas Pickup Truck (Heavy duty truck applications)
- Ford F-150 4X4 Gas Pickup Truck (Light duty truck applications)
- Subaru 4X4 Forester (Small SUV applications)
- Subaru Impreza AWD (Small AWD applications)
- Ford 4X4 Escape (Small SUV applications)
- Ford 4X4 Expedition (Large SUV applications)
- Ford Explorer AWD (Mid-sized SUV applications)
- Ford Interceptor (Sheriff applications)
- Ford Edge AWD (Small SUV for DA and Sheriff)
- Chevy Tahoe 4X4 gas PPV (Large SUV for Sheriff)
- Dodge F-350 4X4 Diesel Truck Chassis (Ambulance)

Each year Public Works actively researches new options that would benefit Mono County.

Replacement protocol

Passenger Car Recommendations

1. Select one make / model per application category
2. Good fuel economy, safety, and reliability
3. Seats four adults comfortably
4. All-wheel drive or 4x4; automatic transmission

5. Power windows, locks, mirrors, AC, AM/FM
6. County seal, except in sensitive applications

Pickup Truck Recommendations

1. Select one make & model for long-term purchasing
2. ¾-ton 4x4 truck with tow package
3. Automatic transmission, gas engine
4. Standard cab, cloth seats
5. Eight-foot bed with spray-in bed liner
6. Power-assisted steering and brakes
7. Power windows, locks, mirrors, AC, AM/FM
8. County seal, except in sensitive applications

Replacement criteria

If a department requests a new vehicle the CAO, the Public Works Director / Director of Road Operations and Fleet Services will determine if the request is truly warranted. The decision is based on existing vehicles already assigned to that department, the needs of the department, and the mileage, condition, service history and overall reliability of each vehicle. Requests determined to be warranted are processed through the Board of Supervisors for their final approval.

Each category of vehicles has a useful mileage. There are special instances for a few departments which result in a lower useful mileage.

<u>Vehicle Type</u>	<u>Useful Mileage</u>
Pickup Trucks	160,000 miles
Small, Medium and Large SUV's	160,000 miles
Ambulances	80,000 miles
Sheriff vehicles	130,000 miles
Social Services and Probation vehicles	130,000 miles

Vehicles are not bound to their useful mileage if the vehicle remains reliable and maintenance costs are acceptable. Many vehicles are re-assigned to other departments and continue to provide reliable transportation for extended periods beyond their useful mileage.

This system has been providing reliable the transportation tools necessary for Mono County's departments and constituents for many years.

Maintenance

If maintenance costs of a vehicle warrant replacement the vehicle is placed into surplus.

Maintenance costs are analyzed as part of replacement requests to verify the vehicle's mechanical status.

Surplus Protocol

When a vehicle has reached its useful mileage and is considered surplus it can be placed into auction after approval from the CAO (if sold outside of Mono County). The vehicle is then prepared for sale by removing any county decals, radios, or other equipment. It is then transported to the auction house (TNT Auction near Reno, NV).

Mileage Rates

The Motor Pool Program has a specific formula in determining the mileage costs that it charges for each type of vehicle. The formula takes into account replacement value, salvage value, useful mileage life, average maintenance costs per type of vehicle, insurance and overhead. The rates are analyzed each year to verify accuracy.

<u>Vehicle Type</u>	<u>Mileage Rates Per Mile</u>
Ambulances	\$1.93
1 Ton Trucks	\$0.64
Flatbed Truck – F550	\$1.47
Pickup Trucks	\$0.47
Sheriff SUV – PPV	\$0.59
Large SUV	\$0.37
Small SUV	\$0.36
Vans/Minivans	\$0.51
Dump/Water/Plow Truck	\$1.10
Backhoe	\$28.38 / hr

Each month the various County departments are charged specific rates per mile or hour for each type of vehicle their department has assigned. Through this policy the Motor Pool receives funds required to replace departmental vehicles as needed as well as fund maintenance and operations of the Motor Pool fleet.



DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

Stephanie M. Butters
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM
Director of Finance

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

Date: April 18, 2017

To: Honorable Board of Supervisors

From: Finance: Janet Dutcher

Subject:

Accounting practices concerning Motor Pool replacement of Sheriff vehicles

Background:

As a central service department, motor pool uses the Internal Service Fund (ISF) accounting model that requires payment from user departments for the **full cost** of the service provided, including replacement cost. The ISF pricing model accumulates all operating and capital costs and allocates those costs over the number of miles driven. As each vehicle is driven, the capital portion accumulates and when the vehicle is retired, the balance is used to purchase a new vehicle.

The first pricing decision is service level which includes:

1. How many vehicles and vehicle miles are required to meet the Sheriff transportation needs?
2. What type of vehicle is needed and how much does it cost to purchase, operate and replace?

The second pricing decision includes:

1. What is the useful life of each vehicle? Mono County uses “useful” mileage caps depending on type of vehicle. Public Works is also finding that mileage management is needed because the County cannot afford to replace vehicles any sooner than every five years.
2. What is the future replacement price of the vehicle?

The answers to these questions influence the ISF rates, which also affect the Sheriff budget.

If the cost of a particular vehicle escalates greater than anticipated, then the mileage rate must also escalate; otherwise, there is insufficient money to purchase vehicles when needed. When the user department requires a different more expensive vehicle to replace a less expensive one, then the mileage rate must increase sufficiently over the remainder of the vehicle's useful life to have enough funds on hand to replace the less expensive vehicle with the more costly one. In other words, the rate must include a "catch-up" component.

Discussion:

The motor pool fund has one replacement reserve for all vehicles in the motor pool but Public Works internally tracks separate accounts by vehicle and/or department. As a best practice, accumulated replacement funds for one type of vehicle use should not subsidize the purchase of a completely different type of vehicle use.

Financing Issues:

- Past contributions earmarked for sheriff related vehicle purchases are short by more than \$75,000 (as of Feb. 2017).
- Capital reserves will be insufficient to purchase new vehicles as older vehicles are retired.
- Vehicles are reaching the useful mileage mark after three years instead of five. That means vehicles are aging a third faster than we can provide funding.

Finance Recommendations:

- Establish a separate replacement reserve in the Motor Pool fund specifically for replacing Sheriff vehicles because pricing Sheriff vehicles is uniquely different from the rest of the fleet.
- Prepare five-year projections of capital replacement deposits reduced by anticipated vehicle replacements to assist in evaluating the fiscal sustainability of the reserve account.
- Increase the capital portion of the mileage rate so that the capital reserve will be fiscally sustainable by the end of fiscal year 2022-2023 where the mileage rate increases only by the annual increase in pricing.

Current Capital Replacement Reserve Balance

The County moved Sheriff vehicles into the Motor Pool fund in FY 2008-2009. Total contributions, vehicle purchases and maintenance costs through February 2017 have accumulated as follows:

Fiscal Year	Contributions	Maintenance Costs	Vehicle Purchases	Carryover Balance**
2008-2009	\$ 276,087	\$ (160,482)	\$ (183,957)	\$ (68,352)
2009-2010	294,822	(79,545)	(199,627)	(52,702)
2010-2011	267,509	(61,253)	(205,367)	(51,813)
2011-2012	265,822	(57,401)	(221,772)	(65,164)
2012-2013	212,750	(67,950)	(221,049)	(141,413)
2013-2014	244,956	(80,131)	(95,494)	(72,082)
2014-2015	171,295	(89,453)	-	9,760
2015-2016	202,183	(47,333)	(315,674)	(151,064)
2016-2017 *	169,138	(93,774)	-	(75,700)

* Year-to-date totals through February 2017

** Excludes impact of sales proceeds and the repurposing of retired sheriff vehicles to non-public safety functions.

Sheriff contributions towards motor pool activities are short by \$75,700 and \$0 is available for future vehicle replacements as of the end of February 2017.

Current Fleet Profile

Use Type	# of Vehicles	Average Odometer	Average Miles per Year	Average Age	Average Years to Replacement	# of Vehicles Over Mileage Limit
Patrol	18	97,075	23,500	4.17	1.4	4
Patrol - unassigned	5	122,303	7,200	5.60	1.1	1
Command	2	98,115	18,000	4.00	1.8	--
Jail/Court	5	88,300	6,640	6.40	7.2	--
SAR/OES	6	56,716	3,133	8.50	31.4	1
Utility	2	52,056	2,750	14.50	39.3	--
	38					6

Capital Replacement Requirements Through FY 2022

TYPE	FY 2017 ¹	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Patrol	2	3	4	4	4	4	2
Command, Travel, SAR	-	2	-	2	-	-	2
Jail Transport	-	-	1	-	-	-	1
Total Vehicles	2	5	5	6	4	4	5
Total Cost	\$152,000	\$362,000	\$364,000	\$500,000	\$364,000	\$388,000	\$467,000

¹ Based on adopted FY 2016-2017 budget

Capital Replacement Reserve Recommendation

The Sheriff's FY 2016-2017 budget for motor pool expense is \$388,000. Half of this, or \$194,000, is to cover operating costs (maintenance, tires, repairs, overhead). This analysis assumes this amount is sufficient to cover all operating costs. The other half, or \$194,000, is added to the capital reserve each year. We project capital purchases to average about \$400,000 annually. At this rate, an annual capital contribution of \$194,000 is structurally unsound and unwise.

Assuming a 7% annual inflation rate, an increase to the capital replacement rate of 30% each year for the next five years is required for the capital reserve to reach a sustainable level that supports the regular replacement rotation of sheriff vehicles. After five years, capital replacement rates can level off, increasing each year by the change in pricing (2% to 7%).

The capital reserve account would look as follows by the FY 2022-2023:

	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
Beginning balance	\$ (75,700)	\$ (130,700)	\$ (240,500)	\$ (276,600)	\$ (350,300)	\$ (160,100)	\$ 172,400
Contributions	97,000	252,200	327,900	426,300	554,200	720,500	770,900
Purchases	<u>(152,000)</u>	<u>(362,000)</u>	<u>(364,000)</u>	<u>(500,000)</u>	<u>(364,000)</u>	<u>(388,000)</u>	<u>(467,000)</u>
Ending Balance	<u>\$ (130,700)</u>	<u>\$ (240,500)</u>	<u>\$ (276,600)</u>	<u>\$ (350,300)</u>	<u>\$ (160,100)</u>	<u>\$ 172,400</u>	<u>\$ 476,300</u>
Budget increase		\$ 58,200	\$ 133,900	\$ 232,300	\$ 360,200	\$ 526,500	\$ 576,900

Savings from lower maintenance costs may reduce this fiscal impact. Annual budgetary savings in the Sheriff's non-personnel operating budget could also reduce this fiscal impact if transferred to the Motor Pool capital replacement reserve at the end of each fiscal year.

A bridge loan may be necessary to provide cash flow for purchases until the capital reserve account reaches a sustainable level of \$400,000 to \$500,000.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2017

Departments: CAO, Sheriff

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Leslie Chapman, Ingrid Braun

SUBJECT Review of Need for Continuation of
Local Emergency - Severe Winter
Storms

AGENDA DESCRIPTION:

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

On January 31, 2017 the Mono County Sheriff declared a state of local emergency as a result of extreme winter weather.

The Board of Supervisors ratified this declaration on February 7, 2017, and further declared a continuing state of emergency. Mono County Code Section 2.60.080 requires that the Board of Supervisors review the need for continuing the local emergency every 14 days, and Government Code section 8630 requires that the Board review the need at least every 30 days until it is terminated. This item is provided for that purpose.

RECOMMENDED ACTION:

Review need for continuing the local emergency. If Board determines that need no longer exists, direct staff to prepare a declaration terminating local emergency.

FISCAL IMPACT:

None

CONTACT NAME: Ingrid Braun

PHONE/EMAIL: 760-932-5414 / lchapman@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2017

Departments: CAO, Sheriff

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Leslie Chapman, Ingrid Braun

SUBJECT Review of Need for Continuation of Local Emergency - Snowmelt and Runoff

AGENDA DESCRIPTION:

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

On March 20, 2017 the Mono County Sheriff declared a state of local emergency as a result of continuing snowmelt and runoff from severe winter storms beginning in January 2017. The Board of Supervisors ratified this declaration on March 21, 2017, and further declared a continuing state of emergency. Mono County Code Section 2.60.080 requires that the Board of Supervisors review the need for continuing the local emergency every 14 days, and Government Code section 8630 requires that the Board review the need at least every 30 days until it is terminated. This item is provided for that purpose.

RECOMMENDED ACTION:

Review need for continuing the local emergency. If Board determines that need no longer exists, direct staff to prepare a declaration terminating local emergency.

FISCAL IMPACT:

None

CONTACT NAME: Ingrid Braun

PHONE/EMAIL: 760-932-5414 / lchapman@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
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**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2017

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
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History

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2017

TIME REQUIRED

SUBJECT Closed Session - Real Property
Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Sierra Center Mall, Mammoth Lakes. Agency negotiators: Leslie Chapman, Janet Dutcher, Tony Dublino, Stacey Simon. Negotiating parties: Mono County and Highmark Mammoth Investments, LLC. Under negotiation: Price and terms of payment.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
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**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2017

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
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32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

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ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
4/12/2017 10:32 AM	County Administrative Office	Yes
4/11/2017 11:49 AM	County Counsel	Yes
4/12/2017 8:23 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2017

Departments: CAO, Public Works

TIME REQUIRED THIS ITEM WILL BEGIN AT 1:00 P.M. **PERSONS** Tony Dublino
1 hour (15 minute presentation, 45 **APPEARING**
minute discussion) **BEFORE THE**
SUBJECT South County Facility Workshop **BOARD**

AGENDA DESCRIPTION:

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

Presentation by Tony Dublino, providing updated analysis on South County Facility options.

RECOMMENDED ACTION:

Staff is Recommending the Following Actions: 1. Conclude negotiations with Sierra Center Mall (SCM) owners, recognize the current negotiated proposal as the final proposal, and direct staff to prepare final cost comparisons based on this proposal. 2. Direct staff to draft preliminary agreement with Town of Mammoth Lakes relating to the Development of a Civic Center on the McFlex property. 3. Draft preliminary procurement documents for planning, environmental analysis and engineering of a Civic Center on the McFlex property. 4. Prepare an analysis of County-owned space availability and potential strategies for utilizing available space, in an effort to further reduce the space needs and associated cost of a South County Facility. 5. Prepare final cost comparisons and staff recommendations for Board consideration at the May 16th Board meeting.

FISCAL IMPACT:

Information only - no fiscal impact at this time.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 7690.932.5453 / tdublin@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:

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ATTACHMENTS:

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[Staff Report](#)

[HMC Architects Letter](#)

History

Time	Who	Approval
4/13/2017 10:54 AM	County Administrative Office	Yes
4/13/2017 11:29 AM	County Counsel	Yes
4/13/2017 2:13 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

Jeff Walters, Public Works Director

Garrett Higerd, PE; County Engineer

Date: April 18, 2017
To: Honorable Board of Supervisors
From: Tony Dublino, Environmental Services Manager
Subject: South County Facility Workshop and Update

Recommended Action(s):

1. Conclude negotiations with Sierra Center Mall (SCM) owners, recognize the current negotiated proposal as the final proposal, and direct staff to prepare final cost comparisons based on this proposal.
2. Direct staff to draft preliminary agreement with Town of Mammoth Lakes relating to the Development of a Civic Center on the McFlex property.
3. Draft preliminary procurement documents for planning, environmental analysis and engineering of a Civic Center on the McFlex property.
4. Prepare an analysis of County-owned space availability and potential strategies for utilizing available space, in an effort to further reduce the space needs and associated cost of a South County Facility.
5. Prepare final cost comparisons and staff recommendations for Board consideration at the May 16th Board meeting.

Fiscal Impact: None at this time.

Discussion:

At the March 21 Board meeting, the Board directed staff to work towards concluding lease negotiations with Sierra Center Mall, to begin researching other alternatives for County facilities, and to maintain progress on the Civic Center concept.

Today's item will provide an update on issues relevant to each of these items.

Lease Negotiations at Sierra Center Mall

Staff negotiators have been clear to SCM that the County will not continue to pay above market rate for leased office space, the County expects significant concessions from the

current offer due to the County's leasing of approximately 40% of the plaza, and expects consideration for the fact that the County is a highly desirable tenant that provides excellent revenue stability.

After the Board's direction on March 21, staff met with SCM owners and made it clear that the offered price, as well as the rejection of certain CAMs (Common Area Maintenance) provisions, were not acceptable to the Board. SCM owners did not offer to reduce the price per square foot, nor did they concede any substantive changes to CAMs issues. SCM has since suggested to Board members that they may consider additional concessions that would lower the effective lease rate over the term of the lease, and the County is currently discussing those options with them.

Aside from continuing discussions on these concessions, staff believes the remaining points of disagreement have been discussed and negotiated to a point of impasse. Among them are the lease rate per square foot, specific CAMs provisions such as the inclusion of ongoing building maintenance and repairs to the roof, exterior shell and HVAC, parking improvements, as well as other capital expenses. Suffice it to say that the County believes certain costs rightfully lie with the landlord, and SCM believes they lie with the tenant.

Despite the efforts made by both parties at reaching a mutually acceptable agreement, it seems apparent that such an agreement will not be reached. Nonetheless, the negotiations have arrived at a point where analysis of the current proposal, regardless of whether it is acceptable to the County, is necessary and appropriate.

What is market rate?

The impasse in this negotiation is largely due to a significant difference of opinion relating to market rental rates, and CAMs conditions, in the Old Mammoth area. SCM maintains \$1.75 per square foot, and their proposed CAMs conditions reflect market. The County maintains that the price should be \$1.35 based on the building condition, size of the tenant and comparable space in the Old Mammoth area.

SCM recently provided the Board with information regarding commercial properties in Mammoth, with associated asking price and terms. This information is largely consistent with information the County staff obtained when investigating commercial properties in Mammoth, and had provided to the Board.

Despite the relative consistency in market research, the resulting opinions about the value of the third floor of the SCM are still inconsistent between the County and SCM. County staff maintains that the current proposal (unless significantly impacted by concessions), for 30,444 square feet of office space, with no tenant improvements, and the pass-through of all building costs, is unacceptable.

For the County's part, the development of an opinion of the market value of office space in Sierra Center Mall has been informed by the following information:

1. Currently available, or likely to be available, office space and retail space in Old Mammoth, and the associated asking price and terms.

2. Currently available, or likely to be available, retail space in the Main Street corridor of Mammoth, and associated asking price and terms.
3. Existing commercial leases for office space in the Old Mammoth area, including:
 - a. The Town's lease of office space at the Minaret Mall
 - b. The Town's lease for the Police Station
 - c. The County's current lease of office space at the Sierra Center Mall.
 - d. Anecdotal information regarding lease price and terms of other tenants in the Sierra Center Mall.

In consideration of the above information, the County has determined an opinion of market value. This opinion of market value was then reduced to reflect the concessions the County believes are due, for the reasons listed above (anchor, stability).

The simple reality is that there remains a significant difference between the SCM opinion of the market value of their property, and the County's opinion.

“Bridge Strategy” if Civic Center is not complete by October 2019

As directed by the Board, staff has begun to look into potential options for the County, should the lease at SCM expire in October 2019, and a new location is not complete.

The necessity for a “Bridge Strategy” is not apparent to people who are not familiar with the County's current lease at SCM. Within that lease, there is a holdover provision that addresses what may happen should the County not vacate the premises at the conclusion of the lease term:

22.5 Expiration of Term. This Lease shall terminate and shall become null and void without further notice upon the expiration of the term (or any extension thereof) herein

specified, and any holding over by Tenant after such expiration shall not constitute a renewal hereof or give Tenant any rights under this Lease. If Tenant shall hold over for any period after the expiration of said term, Landlord may, at its option, exercised by written notice to Tenant, treat Tenant as a tenant from month to month commencing on the first day following the expiration of this Lease, subject to the terms and conditions herein contained except that the Base Minimum Rent, which shall be payable in advance monthly, shall be (a) one hundred and twenty five percent (125%) of said Base Minimum Rent applicable at the date of expiration for the first three months of the holdover; (b) one hundred and fifty percent (150%) of said Base Minimum Rent applicable at the date of expiration for the second three months of the holdover and (c) two hundred percent (200%) of said Base Minimum Rent applicable at the date of expiration for every month thereafter. If Tenant fails to surrender the Leased Premises upon the expiration of this Lease, Tenant shall indemnify and hold Landlord harmless from all loss or liability, including without limitation, any claims made by any succeeding Tenant founded on or resulting from such failure to surrender.

Upon understanding the above, it is clear why the County should ensure there are alternatives in place. Some of the options that have been discussed in order to avoid this potential outcome are:

1. Negotiate a lease extension at SCM. It should be noted that this is the most logical and obvious solution, but may not be agreeable to owners of the SCM.
2. Lease other commercial space in Mammoth that would be available for move in October 2019.
3. As part of Civic Center project, include plans for temporary office space to be located until move-in to a completed facility becomes possible.

Of course, these alternatives assume the County is not ready to move in by October 2019, and every week the decision is delayed, is another week that the County may find itself having to take up temporary residency in an interim location.

Because this outcome is more than two years away, implementing a plan, or even initiating a plan for it at this time is not possible, or desirable. For that reason, staff believes the best approach is to schedule regular updates with the Board to discuss project timeframe, progress, and likelihood of completion prior to October of 2019. In the event that timely completion becomes unlikely, initiate planning for alternatives accordingly.

County Facility as part of a Civic Center at McFlex.

Over the last several weeks, the County has joined in with the Town's analysis of its own facility needs with consultants HMC. The primary benefits of participating in the HMC analysis is to further refine the County's estimated space needs, and to corroborate the work done by Collaborative Design Studio with another third-party cost estimate. The preliminary site plans for a Civic Center also provide the benefit of addressing questions that have been raised about available space for buildings, landscaping/snow storage, and parking.

The result of this work has been very informative to the process, and has resulted in a significant reduction of County space needs, and a correlating reduction in construction cost.

The County's cost estimate of \$24.9m was considered to be conservative, and probably high, because the County's space needs had not been optimized, and the 'grossing factor' utilized in the Collaborative Report created a ratio between usable and total square footage that could be trimmed. This issue was discussed during past presentations to the Board.

Through the additional analysis of County space needs, identification of specific shared spaces such as conference rooms and printing rooms, and 'right-sizing' office spaces, it was determined that the space needs could be reduced considerably.

Collaborative Design Studio estimated the County facility size to be 43,000 sf at a cost of \$22.9m (revised by County to \$24.9m), but through the above effort and working with HMC, the estimated size is now 33,000. The resulting cost estimate, developed by another third party cost estimator, is just over \$20m.

Exactly how this cost would impact the County over time, and how it compares to the best available deal at SCM, is a matter that will be presented on May 16.

Reducing Costs of Leasing and of Construction

Every square foot of Mammoth office space costs money. This is true whether the intent is to lease, or to build. The costs apply as construction costs, monthly rent, and maintenance and utilities.

Throughout the analysis of space needs, it has been recognized that many Departments are requesting (and already have) office space in Mammoth even though they have conditioned, furnished, and available office space in Bridgeport, or elsewhere. As such, at any given time, one or both of these offices are vacant.

Approximately 3,100 sf of the office space included in the revised space estimates for a Mammoth project has a duplicate office in Bridgeport. At a cost of \$600 per square feet, that amounts to nearly \$1,860,000 in construction costs for these duplicate offices. At a theoretical \$3.25 per square foot (rent+CAMs), this reflects \$10,000 per month in potential leasing costs, or \$120,000 per year.

It is acknowledged and understood that many County staff want to work in Mammoth, and many services and the associated jobs are necessarily provided in Mammoth. Nonetheless, there may be opportunities to tighten up Mammoth space needs, and achieve costs savings, by identifying and implementing creative strategies to make the most of the County's available space.

It is not known at this time whether such strategies would save money and maintain service levels, or whether the strategies would be acceptable to staff, but it is advised that the County engage in an analysis of Countywide space availability and initiate discussions of strategies for utilizing all County space, prior to committing to formal designs or lease of square footage in Mammoth.

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

Respectfully submitted,



Tony Dublino
Environmental Services Manager

April 6, 2017

Mr. Tony Dublino and Haislip Hayes
Town of Mammoth Lakes
P.O. Box 1609
Mammoth Lakes, CA 93546

Re: New Civic Center Building for Mono County and Town of Mammoth Lakes

Dear Mr. Dublino and Hayes,

The following is a report studying options for Mono County and the Town of Mammoth Lakes possibly building a New Civic Center Building.

To develop this report, HMC engaged in the following activities: reviewed the Collaborative Design Studio report, administered, and evaluated department surveys to County and Town staff, and attended meetings with County and Town staff.

HMC felt the initial report and program prepared by the Collaborative Design Studio was conservative. By working closely with County and Town staff, the required square footage for the new facility and associated costs could be reduced considerably.

The following items are attached

1. Commissioned an independent cost estimate
2. Schedule
3. Proposed site plan options for a New Civic Center Building

After HMC reworked the space program, the County reviewed the findings, met with all the departments, and agreed on areas that could be shared. Based on these actions, the space program for the Mono County facility was reduced to approximately 33,000 sf from the 42,947-sf shown in the Collaborative Design Studio report. Similarly, the Town's space program was reduced to 20,400 sf from the initial 22,066 sf program. These square footage reductions resulted from "right-sizing" offices and conference spaces, adjusting grossing factors, such as circulation space, and the agreement to share spaces between County and Town departments, to eliminate duplicate spaces.

After the Town and County approved the final space programs, HMC worked with MTI Consulting, a cost estimator familiar with the Mammoth Lakes Area, to prepare cost estimates for several options to build a New Civic Center Building.

The summary of the program areas needed:

1. 32,862 sf needed for Mono County programs
 - a. 18,000 sf lease come up by fall 2019
 - b. 14,800 sf lease come up by 2021
2. 20,472 sf needed for the TOML programs
 - a. All leases come up by Fall of 2021

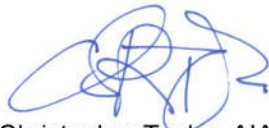
The total project cost:

1. 20,508,615 for Mono County total project cost with 15,927,724 for building construction and site work.
2. 14,238,984 for the TOML total project cost with 10,588,504 for building and construction.

Note: These estimates have a 15% project contingency and a 15% design contingency at this point because a lot is unknown at this time. These numbers will come down as more is developed with the projects.

We hope that this report is helpful in assisting the County and the Town evaluate their options moving forward with their new facilities.

Sincerely,
HMC Architects



Christopher Taylor, AIA
Principal

CT:ap
Encl: Cost Plan, General Schedule, and Site Design Options

File: N:\Projects\2375 Town of Mammoth Lakes\003-000 New Town_County Hall Bldg\11 Correspondence\02 LETTERS\L-TOML-New Civic Center Bldg-170412.docx



MARCENE TAYLOR INC.

Conceptual Cost Plan

**County Building and Town Hall
Mono County and Town of Mammoth Lakes
Mammoth Lakes, California**

April 5, 2017

MTI Job No. 17-0352

Marcene Taylor Inc.
Boise, Idaho
Oakland, California
(510) 735-6768
www.mticost.com



MARCENE TAYLOR INC.

Option 2 - Phase 1 County Building

Building Areas, Summary, and Detail

Conceptual Cost Plan

**County Building and Town Hall
Mono County and Town of Mammoth Lakes
Mammoth Lakes, California**

April 5, 2017

MTI Job No. 17-0352

Conceptual Cost Plan

**County Building and Town Hall
Mono County and Town of Mammoth Lakes
Mammoth Lakes, California**

**April 5, 2017
MTI Job No. 17-0352**

Option 2 - Phase 1 County Building*Areas and Control Quantities*

Areas	Enclosed	Covered	Gross*	
First Floor	19,800	400	20,000	SF
Second Floor	13,200	0	13,200	SF
Total Building Area	33,000	400	33,200	SF

Control Quantities	Quantity	Unit	Ratio to Gross
Gross Floor Area	33,200	SF	1.000
Enclosed Area	33,000	SF	0.994
Covered Area	400	SF	0.012
Gross Exterior Wall Area	24,720	SF	0.745
Finished Wall Area	24,720	SF	0.745
Glazing Area	6,180	SF	0.186
Total Roof Area	21,190	SF	0.638
Sloped Roof Area	13,774	SF	0.415
Flat Roof Area	7,417	SF	0.223
Total Length of Interior Partitions	3,314	LF	0.100
Total Number of Elevators (x 1,000)	2	EA	0.060
Total Site Area	70,000	SF	2.108
Finished Site Area	46,600	SF	1.404

* Gross floor area is calculated as the full enclosed area plus one-half of the covered area.

Conceptual Cost Plan**County Building and Town Hall
Mono County and Town of Mammoth Lakes
Mammoth Lakes, California****April 5, 2017
MTI Job No. 17-0352****Option 2 - Phase 1 County Building****Project Cost Summary**

\$

Site and Building Acquisition		0
Financing Costs		0
Architecture and Engineering		
Programming and feasibility	0.0%	0
Full design services (SD through CA)	8.5%	1,353,857
Permit and Plan Check Fees		
Local building permit fees	0.5%	79,639
Local plan check fees	0.4%	63,711
Development fees		0
Specialty Consultants		
Surveys		0
Geotechnical report		0
Hazardous materials survey		0
Storm water management		0
Waterproofing		0
Acoustical		25,000
Data/telecom/security		35,000
Construction Costs		
Building construction per MTI estimate		15,927,724
Testing and Inspection		
Inspector of record		0
Testing and special inspections	1.0%	159,277
Project Management		
Staff program support		TBD
Construction management	0.0%	0
Preconstruction services		0
Document reproduction and reimbursables		35,000
Furnishings, Fixtures, and Equipment		
Furnishings - reuse existing		0
Telecom, security, and audiovisual equipment - allow \$8.50/SF		280,500
Signage and wayfinding - allow \$0.75/SF		24,750
Final fitup		25,000
Relocation and Temporary Facilities		
Move manager		TBD
Moving and storage		TBD
Interim housing		0
Program Expenses		
OPPI insurance		0
Building commissioning		50,000
Legal services		35,000
Outreach, communications, and public relations		25,000
Art program		TBD
PLA administration		0
Training		TBD
Program Risk Costs		
Construction contingency	10.0%	1,592,772
Scope change contingency	5.0%	796,386

Total Project Cost**20,508,615**

Conceptual Cost Plan

**County Building and Town Hall
Mono County and Town of Mammoth Lakes
Mammoth Lakes, California**

**April 5, 2017
MTI Job No. 17-0352**

Option 2 - Phase 1 County Building

<i>Component Summary</i>	<i>\$/SF</i>	<i>Total \$</i>
A10 Foundations	15.40	511,300
A20 Basement Construction	0.00	0
B10 Superstructure	38.06	1,263,700
B20 Enclosure	33.73	1,119,800
B30 Roofing	9.37	310,965
C10 Interior Construction	29.47	978,412
C20 Stairs	4.22	140,000
C30 Interior Finishes	19.88	660,000
D10 Conveying	8.13	270,000
D20 Plumbing	23.82	790,700
D30 HVAC	36.31	1,205,600
D40 Fire Protection	6.00	199,200
D50 Electrical	59.25	1,967,100
E10 Equipment	4.97	165,000
E20 Furnishings	9.25	307,200
F10 Special Construction	0.00	0
F20 Selective Building Demolition	0.00	0
G10 Site Preparation	6.15	204,100
G20 Site Improvement	14.51	481,640
G30 Site Mechanical Utilities	6.85	227,500
G40 Site Electrical Utilities	5.27	175,000
G90 Other Site Construction	0.00	0

Direct Construction Cost	330.64	10,977,217
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Design Contingency	15.0%	49.60	1,646,583
Bonds and Insurance	2.5%	9.51	315,595
General Requirements	3.5%	13.64	452,879
General Conditions	5.0%	20.17	669,614
GC OH&P or CM Fee	5.0%	21.18	703,094
Cost Escalation to Midpoint of Construction ¹	7.9%	35.02	1,162,742

Total Construction Cost	479.75	15,927,724
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¹ Cost escalation to midpoint of construction in January 2019 - 21 months at 4.5% per annum. Construction start April 2018 with 18 month duration.

Conceptual Cost Plan

**County Building and Town Hall
Mono County and Town of Mammoth Lakes
Mammoth Lakes, California**

**April 5, 2017
MTI Job No. 17-0352**

Option 2 - Phase 1 County Building

<i>Component Detail</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Subtotal \$</i>	<i>Total \$</i>
<u>A10 Foundations</u>					<u>511,300</u>
Standard foundations					298,200
Pad and continuous footings	33,200	SF	8.50	282,200	
Elevator pits	2	EA	8,000.00	16,000	
Slab on grade					213,100
Reinforced concrete slab on grade	19,800	SF	9.50	188,100	
Concrete curbs - allow	1	LS	25,000.00	25,000	
<u>A20 Basement Construction</u>					<u>0</u>
<u>B10 Superstructure</u>					<u>1,263,700</u>
Floor and roof construction					1,263,700
Wood wall, floor, and roof framing with sheathing	33,200	SF	30.00	996,000	
Steel support as required - allow 2#/SF	33	TN	4,500.00	148,500	
Concrete topping at second floor	13,200	SF	4.00	52,800	
Miscellaneous metals and rough carpentry - allow	33,200	SF	2.00	66,400	
<u>B20 Enclosure</u>					<u>1,119,800</u>
Exterior walls					535,300
Framing - included with B10 Superstructure	24,720	SF	0.00	0	
Insulation at exterior wall	18,540	SF	3.00	55,620	
Gypsum board sheathing to inside face of exterior wall	18,540	SF	3.50	64,890	
Applied exterior finishes - allow for fiber cement board, manufactured stone, and wood trim	18,540	SF	18.50	342,990	
Trim and fascia - allow	24,720	SF	2.50	61,800	
Soffit finish	400	SF	25.00	10,000	
Exterior windows					463,500
Aluminum framed windows and storefronts, insulated, operable	6,180	SF	75.00	463,500	

Conceptual Cost Plan

County Building and Town Hall
 Mono County and Town of Mammoth Lakes
 Mammoth Lakes, California

April 5, 2017
 MTI Job No. 17-0352

Option 2 - Phase 1 County Building

<i>Component Detail</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Subtotal \$</i>	<i>Total \$</i>
Exterior doors					121,000
Glazed entry doors, double, automatic	4	PR	10,000.00	40,000	
Glazed entry doors, single	8	EA	3,500.00	28,000	
Hollow metal doors, frames, and hardware	20	LVS	1,650.00	33,000	
Specialty and panic hardware - allow	1	LS	20,000.00	20,000	
<u>B30 Roofing</u>					<u>310,965</u>
Roof coverings					310,965
Insulation and roofing, complete	21,190	SF	12.00	254,280	
Flashings and sheetmetal	21,190	SF	1.50	31,785	
Caulking and sealants	33,200	SF	0.75	24,900	
<u>C10 Interior Construction</u>					<u>978,412</u>
Interior partitions					679,392
Partition sound insulation and gypsum board sheathing - framing included with B10 Superstructure	53,024	SF	8.00	424,192	
Interior glazing - allow	4,640	SF	55.00	255,200	
Interior doors					212,500
Allow	170	EA	1,250.00	212,500	
Fittings					86,520
Code required signage	33,200	SF	0.35	11,620	
Toilet partitions and accessories	1	LS	50,000.00	50,000	
Miscellaneous fittings including markerboards, lockers, and fire extinguisher cabinets	33,200	SF	0.75	24,900	
<u>C20 Stairs</u>					<u>140,000</u>
Stair construction and finishes					140,000
Staircase flights, floor to floor	4	EA	35,000.00	140,000	

Conceptual Cost Plan**County Building and Town Hall
Mono County and Town of Mammoth Lakes
Mammoth Lakes, California****April 5, 2017
MTI Job No. 17-0352****Option 2 - Phase 1 County Building**

<i>Component Detail</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Subtotal \$</i>	<i>Total \$</i>
<u>C30 Interior Finishes</u>					<u>660,000</u>
Wall finishes					82,500
Allow including paint, acoustic wall panels, and upgraded finishes at public areas	33,000	SF	2.50	82,500	
Floor finishes					280,500
Allow including carpet, resilient sheet flooring, tile, and upgraded finishes at public areas with associated bases	33,000	SF	8.50	280,500	
Ceiling finishes					297,000
Allow including acoustic ceiling tile and grid, acoustic treatments, suspended gypsum board ceilings, and associated soffit framing and finish	33,000	SF	9.00	297,000	
<u>D10 Conveying</u>					<u>270,000</u>
Elevators and lifts					270,000
Hydraulic elevator, 2 stop	2	EA	135,000.00	270,000	
<u>D20 Plumbing</u>					<u>790,700</u>
Plumbing systems within building					790,700
Plumbing fixtures	45	EA	3,000.00	135,000	
Domestic water distribution	33,200	SF	6.25	207,500	
Sanitary waste	33,200	SF	6.75	224,100	
Water treatment and storage	33,200	SF	2.25	74,700	
Gas distribution	33,200	SF	2.50	83,000	
Miscellaneous plumbing	33,200	SF	2.00	66,400	

Conceptual Cost Plan**County Building and Town Hall
Mono County and Town of Mammoth Lakes
Mammoth Lakes, California****April 5, 2017
MTI Job No. 17-0352****Option 2 - Phase 1 County Building**

<i>Component Detail</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Subtotal \$</i>	<i>Total \$</i>
<u>D30 HVAC</u>					<u>1,205,600</u>
HVAC systems within building					1,205,600
Piping, insulation, valves and specialties	33,200	SF	4.00	132,800	
Air handling equipment	33,200	SF	5.50	182,600	
Air distribution and return	33,200	SF	16.50	547,800	
Unit ventilation	33,200	SF	3.50	116,200	
Diffusers, registers, and grilles	33,200	SF	3.50	116,200	
Controls and instrumentation	33,200	SF	2.50	83,000	
Testing and balancing	200	HR	135.00	27,000	
<u>D40 Fire Protection</u>					<u>199,200</u>
Sprinklers					199,200
Automatic sprinkler system with heat trace	33,200	SF	6.00	199,200	
<u>D50 Electrical</u>					<u>1,967,100</u>
Electrical systems within building					1,967,100
Electrical service and distribution	33,200	SF	12.00	398,400	
Machine and equipment power	33,200	SF	3.00	99,600	
User convenience power	33,200	SF	6.50	215,800	
Lighting and controls	33,200	SF	20.00	664,000	
Communications	33,200	SF	6.50	215,800	
Fire alarm	33,200	SF	5.00	166,000	
Security	33,200	SF	3.00	99,600	
A/V	33,200	SF	2.50	83,000	
Trade specialties	33,200	SF	0.75	24,900	
<u>E10 Equipment</u>					<u>165,000</u>
Institutional equipment					165,000
Allow including appliances and A/V equipment	33,000	SF	5.00	165,000	
<u>E20 Furnishings</u>					<u>307,200</u>
Fixed furnishings					307,200
Window blinds and shades	6,180	SF	15.00	92,700	
Fixed casework	33,000	SF	6.50	214,500	

Conceptual Cost Plan**County Building and Town Hall
Mono County and Town of Mammoth Lakes
Mammoth Lakes, California****April 5, 2017
MTI Job No. 17-0352****Option 2 - Phase 1 County Building**

<i>Component Detail</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Subtotal \$</i>	<i>Total \$</i>
<u>F10 Special Construction</u>					<u>0</u>
<u>F20 Selective Building Demolition</u>					<u>0</u>
<u>G10 Site Preparation</u>					<u>204,100</u>
Site clearing					59,500
Clear and grub site area	70,000	SF	0.85	59,500	
Site earthwork					144,600
Grade site as required	70,000	SF	1.50	105,000	
Prepare building pad	19,800	SF	2.00	39,600	
<u>G20 Site Improvement</u>					<u>481,640</u>
Vehicular paving					90,360
Asphalt parking lots and driveways with curbs and gutters tied to existing	15,060	SF	6.00	90,360	
Pedestrian paving					70,280
Concrete sidewalk and plaza paving	10,040	SF	7.00	70,280	
Site development					70,000
Allow for site signage and accessories	70,000	SF	1.00	70,000	
Landscaping					251,000
Soil preparation, shrubs and groundcover, trees, and irrigation	25,100	SF	10.00	251,000	
<u>G30 Site Mechanical Utilities</u>					<u>227,500</u>
Site mechanical utilities					227,500
Domestic water supply	70,000	SF	0.35	24,500	
Fire water supply	70,000	SF	0.65	45,500	
Sanitary sewer	70,000	SF	0.50	35,000	
Storm drainage	70,000	SF	1.00	70,000	
Natural gas distribution	70,000	SF	0.75	52,500	

Conceptual Cost Plan

**County Building and Town Hall
Mono County and Town of Mammoth Lakes
Mammoth Lakes, California**

**April 5, 2017
MTI Job No. 17-0352**

Option 2 - Phase 1 County Building

<i>Component Detail</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Subtotal \$</i>	<i>Total \$</i>
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<u>G40 Site Electrical Utilities</u>					<u>175,000</u>
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Site electrical utilities					175,000
Electrical distribution	70,000	SF	1.50	105,000	
Site lighting	70,000	SF	0.75	52,500	
Site communications and security	70,000	SF	0.25	17,500	

<u>G90 Other Site Construction</u>					<u>0</u>
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MARCENE TAYLOR INC.

Option 2 - Phase 2 Town Hall

Building Areas, Summary, and Detail

Conceptual Cost Plan

**County Building and Town Hall
Mono County and Town of Mammoth Lakes
Mammoth Lakes, California**

April 5, 2017

MTI Job No. 17-0352

Conceptual Cost Plan

**County Building and Town Hall
Mono County and Town of Mammoth Lakes
Mammoth Lakes, California**

**April 5, 2017
MTI Job No. 17-0352**

Option 2 - Phase 2 Town Hall*Areas and Control Quantities*

Areas	Enclosed	Covered	Gross*	
First Floor	12,600	400	12,800	SF
Second Floor	8,400	0	8,400	SF
Total Building Area	21,000	400	21,200	SF

Control Quantities	Quantity	Unit	Ratio to Gross
Gross Floor Area	21,200	SF	1.000
Enclosed Area	21,000	SF	0.991
Covered Area	400	SF	0.019
Gross Exterior Wall Area	19,621	SF	0.926
Finished Wall Area	19,621	SF	0.926
Glazing Area	4,905	SF	0.231
Total Roof Area	13,630	SF	0.643
Sloped Roof Area	8,860	SF	0.418
Flat Roof Area	4,771	SF	0.225
Total Length of Interior Partitions	2,116	LF	0.100
Total Number of Elevators (x 1,000)	1	EA	0.047
Total Site Area	30,000	SF	1.415
Finished Site Area	17,400	SF	0.821

* Gross floor area is calculated as the full enclosed area plus one-half of the covered area.

Conceptual Cost Plan

**County Building and Town Hall
Mono County and Town of Mammoth Lakes
Mammoth Lakes, California**

**April 5, 2017
MTI Job No. 17-0352**

Option 2 - Phase 2 Town Hall*Project Cost Summary*

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Site and Building Acquisition		0
Financing Costs		0
Architecture and Engineering		
Programming and feasibility	0.0%	0
Full design services (SD through CA)	8.5%	900,023
Permit and Plan Check Fees		
Local building permit fees	0.5%	52,943
Local plan check fees	0.4%	42,354
Development fees		0
Specialty Consultants		
Surveys		0
Geotechnical report		0
Hazardous materials survey		0
Storm water management		0
Waterproofing		0
Acoustical		25,000
Data/telecom/security		35,000
Construction Costs		
Building construction per MTI estimate		10,588,504
Testing and Inspection		
Inspector of record		0
Testing and special inspections	1.0%	105,885
Project Management		
Staff program support		TBD
Construction management	0.0%	0
Preconstruction services		0
Document reproduction and reimbursables		35,000
Furnishings, Fixtures, and Equipment		
Furnishings - allow		500,000
Telecom, security, and audiovisual equipment - allow \$10/SF		210,000
Signage and wayfinding - allow \$1/SF		21,000
Final fitup		25,000
Relocation and Temporary Facilities		
Move manager		TBD
Moving and storage		TBD
Interim housing		0
Program Expenses		
OPPI insurance		0
Building commissioning		50,000
Legal services		35,000
Outreach, communications, and public relations		25,000
Art program		TBD
PLA administration		0
Training		TBD
Program Risk Costs		
Construction contingency	10.0%	1,058,850
Scope change contingency	5.0%	529,425

Total Project Cost**14,238,984**

Conceptual Cost Plan

**County Building and Town Hall
Mono County and Town of Mammoth Lakes
Mammoth Lakes, California**

**April 5, 2017
MTI Job No. 17-0352**

Option 2 - Phase 2 Town Hall

<i>Component Summary</i>		<i>\$/SF</i>	<i>Total \$</i>
A10 Foundations		16.03	339,800
A20 Basement Construction		0.00	0
B10 Superstructure		39.93	846,500
B20 Enclosure		40.97	868,578
B30 Roofing		9.43	199,905
C10 Interior Construction		29.46	624,578
C20 Stairs		3.30	70,000
C30 Interior Finishes		19.81	420,000
D10 Conveying		6.37	135,000
D20 Plumbing		24.00	508,700
D30 HVAC		36.39	771,500
D40 Fire Protection		6.00	127,200
D50 Electrical		59.25	1,256,100
E10 Equipment		4.95	105,000
E20 Furnishings		9.91	210,075
F10 Special Construction		0.00	0
F20 Selective Building Demolition		1.65	35,000
G10 Site Preparation		4.51	95,700
G20 Site Improvement		8.15	172,680
G30 Site Mechanical Utilities		4.60	97,500
G40 Site Electrical Utilities		3.54	75,000
G90 Other Site Construction		0.00	0
Direct Construction Cost		328.25	6,958,816
Design Contingency	15.0%	49.24	1,043,822
Bonds and Insurance	2.5%	9.44	200,066
General Requirements	3.5%	13.54	287,095
General Conditions	5.0%	20.02	424,490
GC OH&P or CM Fee	5.0%	21.02	445,714
Cost Escalation to Midpoint of Construction ¹	13.1%	57.95	1,228,500
Total Construction Cost		499.46	10,588,504

¹ Cost escalation to midpoint of construction in December 2020 - 45 months at 3.5% per annum. Construction start April 2020 with 16 month duration.

Conceptual Cost Plan

County Building and Town Hall
 Mono County and Town of Mammoth Lakes
 Mammoth Lakes, California

April 5, 2017
 MTI Job No. 17-0352

Option 2 - Phase 2 Town Hall

<i>Component Detail</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Subtotal \$</i>	<i>Total \$</i>
<u>A10 Foundations</u>					<u>339,800</u>
Standard foundations					198,800
Pad and continuous footings tied to existing	21,200	SF	9.00	190,800	
Elevator pits	1	EA	8,000.00	8,000	
Slab on grade					141,000
Reinforced concrete slab on grade tied to existing	12,600	SF	10.00	126,000	
Concrete curbs - allow	1	LS	15,000.00	15,000	
<u>A20 Basement Construction</u>					<u>0</u>
<u>B10 Superstructure</u>					<u>846,500</u>
Floor and roof construction					846,500
Wood wall, floor, and roof framing with sheathing	21,200	SF	30.00	636,000	
Steel support as required - allow 2#/SF	21	TN	4,500.00	94,500	
Concrete topping at second floor	8,400	SF	4.00	33,600	
Seismic joints and covers	1	LS	40,000.00	40,000	
Miscellaneous metals and rough carpentry - allow	21,200	SF	2.00	42,400	
<u>B20 Enclosure</u>					<u>868,578</u>
Exterior walls					426,953
Framing - included with B10 Superstructure	19,621	SF	0.00	0	
Insulation at exterior wall	14,716	SF	3.00	44,148	
Gypsum board sheathing to inside face of exterior wall	14,716	SF	3.50	51,506	
Applied exterior finishes - allow for fiber cement board, manufactured stone, and wood trim	14,716	SF	18.50	272,246	
Trim and fascia - allow	19,621	SF	2.50	49,053	
Soffit finish	400	SF	25.00	10,000	

Conceptual Cost Plan

County Building and Town Hall
 Mono County and Town of Mammoth Lakes
 Mammoth Lakes, California

April 5, 2017
 MTI Job No. 17-0352

Option 2 - Phase 2 Town Hall

<i>Component Detail</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Subtotal \$</i>	<i>Total \$</i>
Exterior windows					367,875
Aluminum framed windows and storefronts, insulated, operable	4,905	SF	75.00	367,875	
Exterior doors					73,750
Glazed entry doors, double, automatic	2	PR	10,000.00	20,000	
Glazed entry doors, single	4	EA	3,500.00	14,000	
Hollow metal doors, frames, and hardware	15	LVS	1,650.00	24,750	
Specialty and panic hardware - allow	1	LS	15,000.00	15,000	
<u>B30 Roofing</u>					<u>199,905</u>
Roof coverings					199,905
Insulation and roofing, complete	13,630	SF	12.00	163,560	
Flashings and sheetmetal	13,630	SF	1.50	20,445	
Caulking and sealants	21,200	SF	0.75	15,900	
<u>C10 Interior Construction</u>					<u>624,578</u>
Interior partitions					433,758
Partition sound insulation and gypsum board sheathing - framing included with B10					
Superstructure	33,856	SF	8.00	270,848	
Interior glazing - allow	2,962	SF	55.00	162,910	
Interior doors					137,500
Allow	110	EA	1,250.00	137,500	
Fittings					53,320
Code required signage	21,200	SF	0.35	7,420	
Toilet partitions and accessories	1	LS	30,000.00	30,000	
Miscellaneous fittings including markerboards, lockers, and fire extinguisher cabinets	21,200	SF	0.75	15,900	
<u>C20 Stairs</u>					<u>70,000</u>
Stair construction and finishes					70,000
Staircase flights, floor to floor	2	EA	35,000.00	70,000	

Conceptual Cost Plan**County Building and Town Hall
Mono County and Town of Mammoth Lakes
Mammoth Lakes, California****April 5, 2017
MTI Job No. 17-0352****Option 2 - Phase 2 Town Hall**

<i>Component Detail</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Subtotal \$</i>	<i>Total \$</i>
<u>C30 Interior Finishes</u>					<u>420,000</u>
Wall finishes					52,500
Allow including paint, acoustic wall panels, and upgraded finishes at public areas	21,000	SF	2.50	52,500	
Floor finishes					178,500
Allow including carpet, resilient sheet flooring, tile, and upgraded finishes at public areas with associated bases	21,000	SF	8.50	178,500	
Ceiling finishes					189,000
Allow including acoustic ceiling tile and grid, acoustic treatments, suspended gypsum board ceilings, and associated soffit framing and finish	21,000	SF	9.00	189,000	
<u>D10 Conveying</u>					<u>135,000</u>
Elevators and lifts					135,000
Hydraulic elevator, 2 stop	1	EA	135,000.00	135,000	
<u>D20 Plumbing</u>					<u>508,700</u>
Plumbing systems within building					508,700
Plumbing fixtures	30	EA	3,000.00	90,000	
Domestic water distribution	21,200	SF	6.25	132,500	
Sanitary waste	21,200	SF	6.75	143,100	
Water treatment and storage	21,200	SF	2.25	47,700	
Gas distribution	21,200	SF	2.50	53,000	
Miscellaneous plumbing	21,200	SF	2.00	42,400	

Conceptual Cost Plan**County Building and Town Hall
Mono County and Town of Mammoth Lakes
Mammoth Lakes, California****April 5, 2017
MTI Job No. 17-0352****Option 2 - Phase 2 Town Hall**

<i>Component Detail</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Subtotal \$</i>	<i>Total \$</i>
<u>D30 HVAC</u>					<u>771,500</u>
HVAC systems within building					771,500
Piping, insulation, valves and specialties	21,200	SF	4.00	84,800	
Air handling equipment	21,200	SF	5.50	116,600	
Air distribution and return	21,200	SF	16.50	349,800	
Unit ventilation	21,200	SF	3.50	74,200	
Diffusers, registers, and grilles	21,200	SF	3.50	74,200	
Controls and instrumentation	21,200	SF	2.50	53,000	
Testing and balancing	140	HR	135.00	18,900	
<u>D40 Fire Protection</u>					<u>127,200</u>
Sprinklers					127,200
Automatic sprinkler system with heat trace	21,200	SF	6.00	127,200	
<u>D50 Electrical</u>					<u>1,256,100</u>
Electrical systems within building					1,256,100
Electrical service and distribution	21,200	SF	12.00	254,400	
Machine and equipment power	21,200	SF	3.00	63,600	
User convenience power	21,200	SF	6.50	137,800	
Lighting and controls	21,200	SF	20.00	424,000	
Communications	21,200	SF	6.50	137,800	
Fire alarm	21,200	SF	5.00	106,000	
Security	21,200	SF	3.00	63,600	
A/V	21,200	SF	2.50	53,000	
Trade specialties	21,200	SF	0.75	15,900	
<u>E10 Equipment</u>					<u>105,000</u>
Institutional equipment					105,000
Allow including appliances and A/V equipment	21,000	SF	5.00	105,000	
<u>E20 Furnishings</u>					<u>210,075</u>
Fixed furnishings					210,075
Window blinds and shades	4,905	SF	15.00	73,575	
Fixed casework	21,000	SF	6.50	136,500	

Conceptual Cost Plan

County Building and Town Hall
 Mono County and Town of Mammoth Lakes
 Mammoth Lakes, California

April 5, 2017
 MTI Job No. 17-0352

Option 2 - Phase 2 Town Hall

<i>Component Detail</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Subtotal \$</i>	<i>Total \$</i>
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F10 Special Construction**0****F20 Selective Building Demolition****35,000**

Building elements demolition Remove portion of existing exterior wall and nearby interior finishes as required for addition	1	LS	35,000.00	35,000	35,000
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G10 Site Preparation**95,700**

Site clearing Clear and grub site area	30,000	SF	0.85	25,500	25,500
Site earthwork Grade site as required	30,000	SF	1.50	45,000	70,200
Prepare building pad	12,600	SF	2.00	25,200	

G20 Site Improvement**172,680**

Vehicular paving Asphalt parking lots and driveways with curbs and gutters tied to existing	5,220	SF	6.00	31,320	31,320
Pedestrian paving Concrete sidewalk and plaza paving	3,480	SF	7.00	24,360	24,360
Site development Allow for site signage and accessories	30,000	SF	1.00	30,000	30,000
Landscaping Soil preparation, shrubs and groundcover, trees, and irrigation	8,700	SF	10.00	87,000	87,000

Conceptual Cost Plan

**County Building and Town Hall
Mono County and Town of Mammoth Lakes
Mammoth Lakes, California**

**April 5, 2017
MTI Job No. 17-0352**

Option 2 - Phase 2 Town Hall

<i>Component Detail</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Subtotal \$</i>	<i>Total \$</i>
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<u>G30 Site Mechanical Utilities</u>					<u>97,500</u>
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Site mechanical utilities					97,500
Domestic water supply	30,000	SF	0.35	10,500	
Fire water supply	30,000	SF	0.65	19,500	
Sanitary sewer	30,000	SF	0.50	15,000	
Storm drainage	30,000	SF	1.00	30,000	
Natural gas distribution	30,000	SF	0.75	22,500	

<u>G40 Site Electrical Utilities</u>					<u>75,000</u>
---	--	--	--	--	----------------------

Site electrical utilities					75,000
Electrical distribution	30,000	SF	1.50	45,000	
Site lighting	30,000	SF	0.75	22,500	
Site communications and security	30,000	SF	0.25	7,500	

<u>G90 Other Site Construction</u>					<u>0</u>
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General schedule for Mono County/TOML government center (4.12.17 draft)

2019 opening

- May 2017- Start plans for Building
- July 2017- Planning submittal
- Aug 2017- planning approval
- Dec 2017- Finish plans submitted to plan check
- Feb 2018- Plans approved by Town/County
- March 2018- Bid project, 2 months to bid and award
- May 2018- start construction
- October 2019- construction complete

Notes:

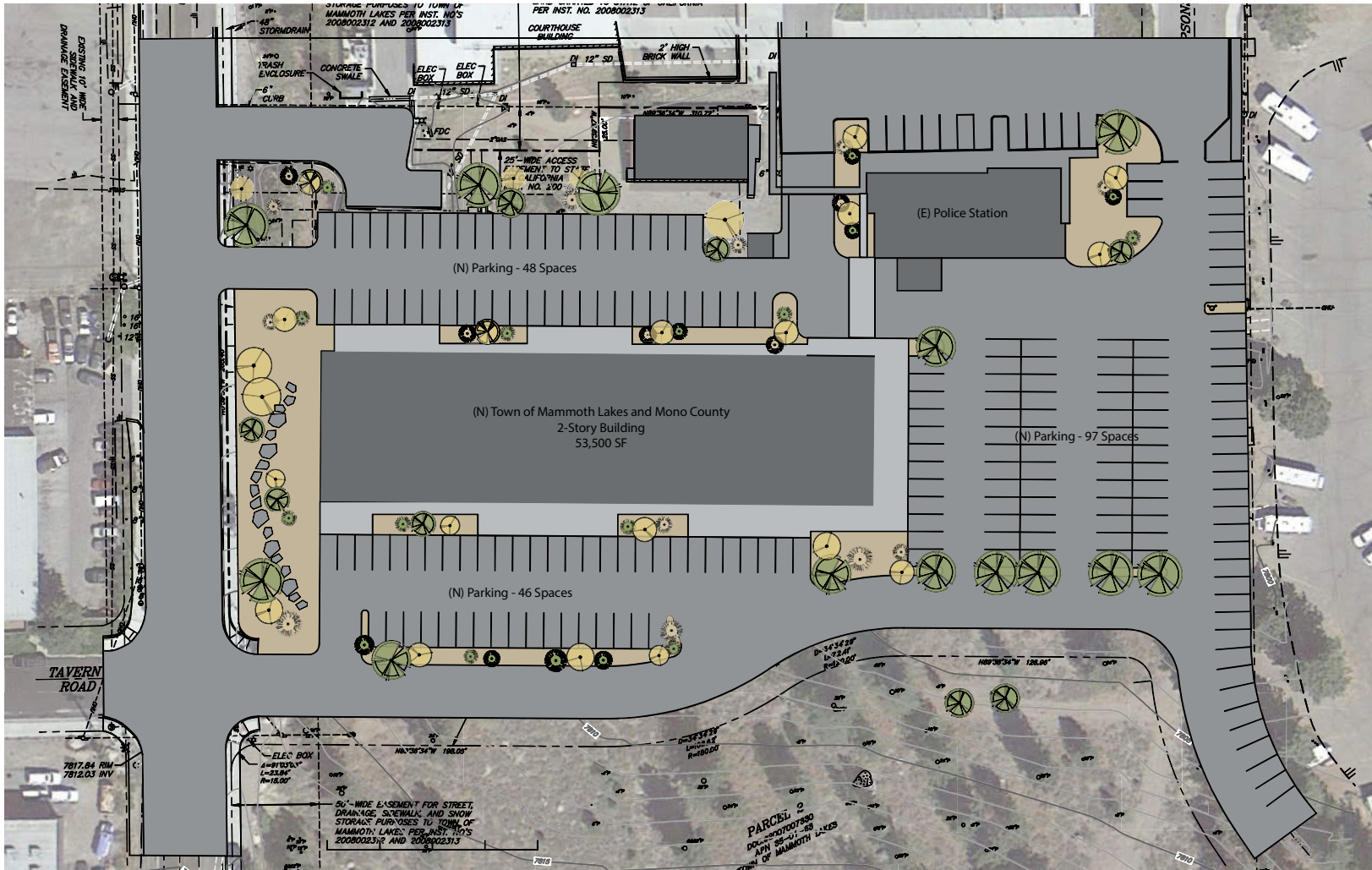
- 1) this is an aggressive schedule at this point and not allowing time for CEQA, but it could be done concurrently
- 2) Tight schedule but it could be doable but would require quick direction
- 3) This schedule could work for an 18,000sf or 33,000sf project and related site work
- 4) If an alternate project delivery is chosen, 2-3 months can be saved for bidding and costs can be locked in early

2020 Opening and a more ideal schedule

- May 2017 initial site planning and start of CEQA
- Jan 2018 CEQA approval
- Jan 2018 start design
- Feb 2018 planning submittal
- April 2018 planning approval
- Sept 2018 finished plans submitted for plan check
- Jan 2019- Plans approved by Town/County
- Feb 2019- Bid project, 2 months to bid and award
- April 2019- start construction
- October 2020- construction complete

Notes:

- 1) This schedule could work for the complete 53,000sf or any portion of that square footage
- 2) Obviously a 2021 opening is comfortably achievable



Option 1 - (1) Combined Building

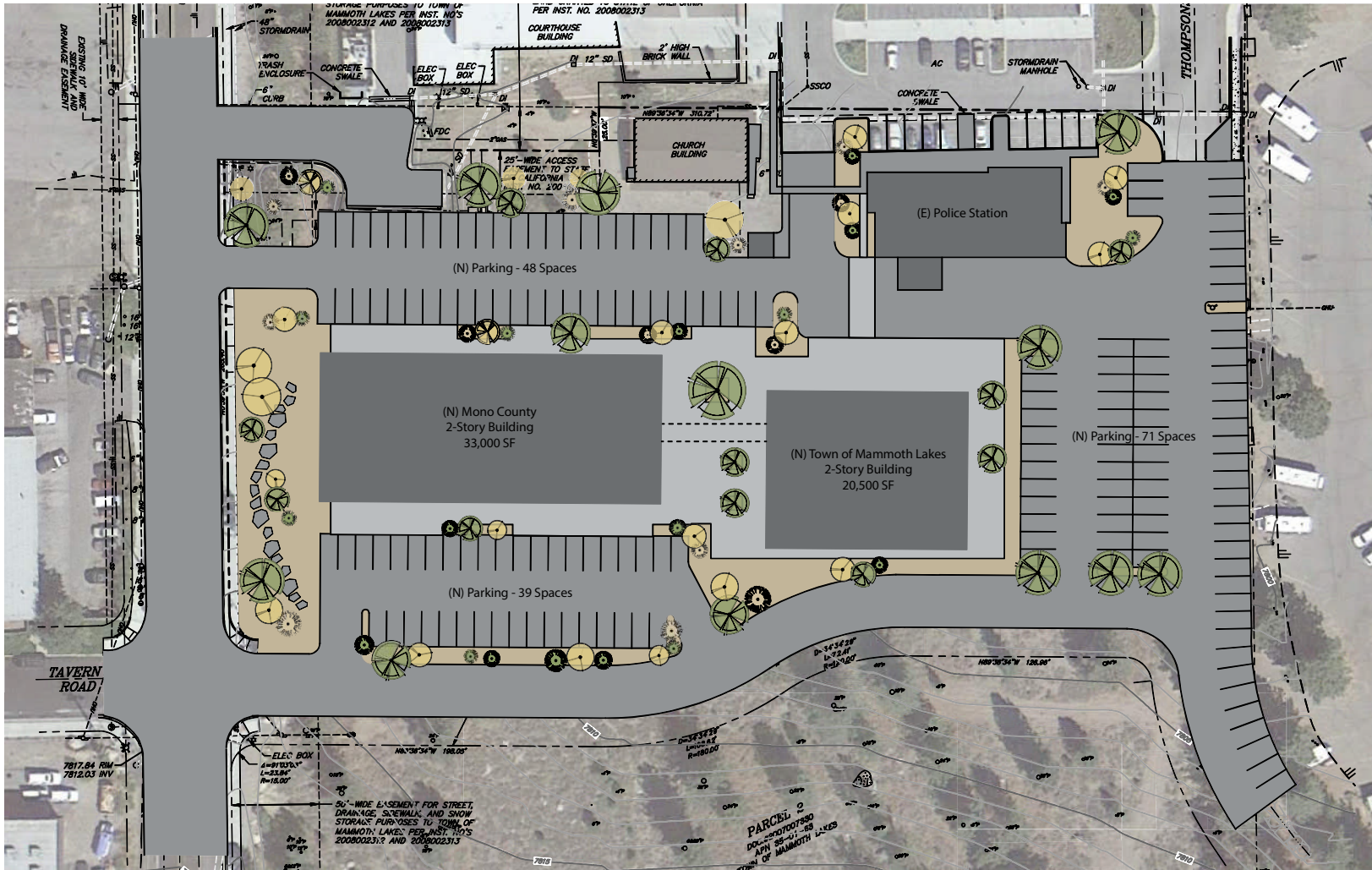
This option can be designed in a number of ways:

- 1) Completely integrated between the County and the Town.
- 2) The County and Town are separate but share some support areas.
 - A) The single building could be designed to give the County and the Town their own identities and entrances.
- 3) The County and the Town could be in separate buildings but be built at the same time.

Option 1 - (1) Combined Building

New Civic Center
Town of Mammoth Lakes and Mono County

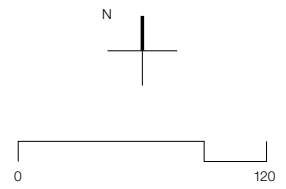
HMC Architects



Option 2 - (2) Separate Buildings

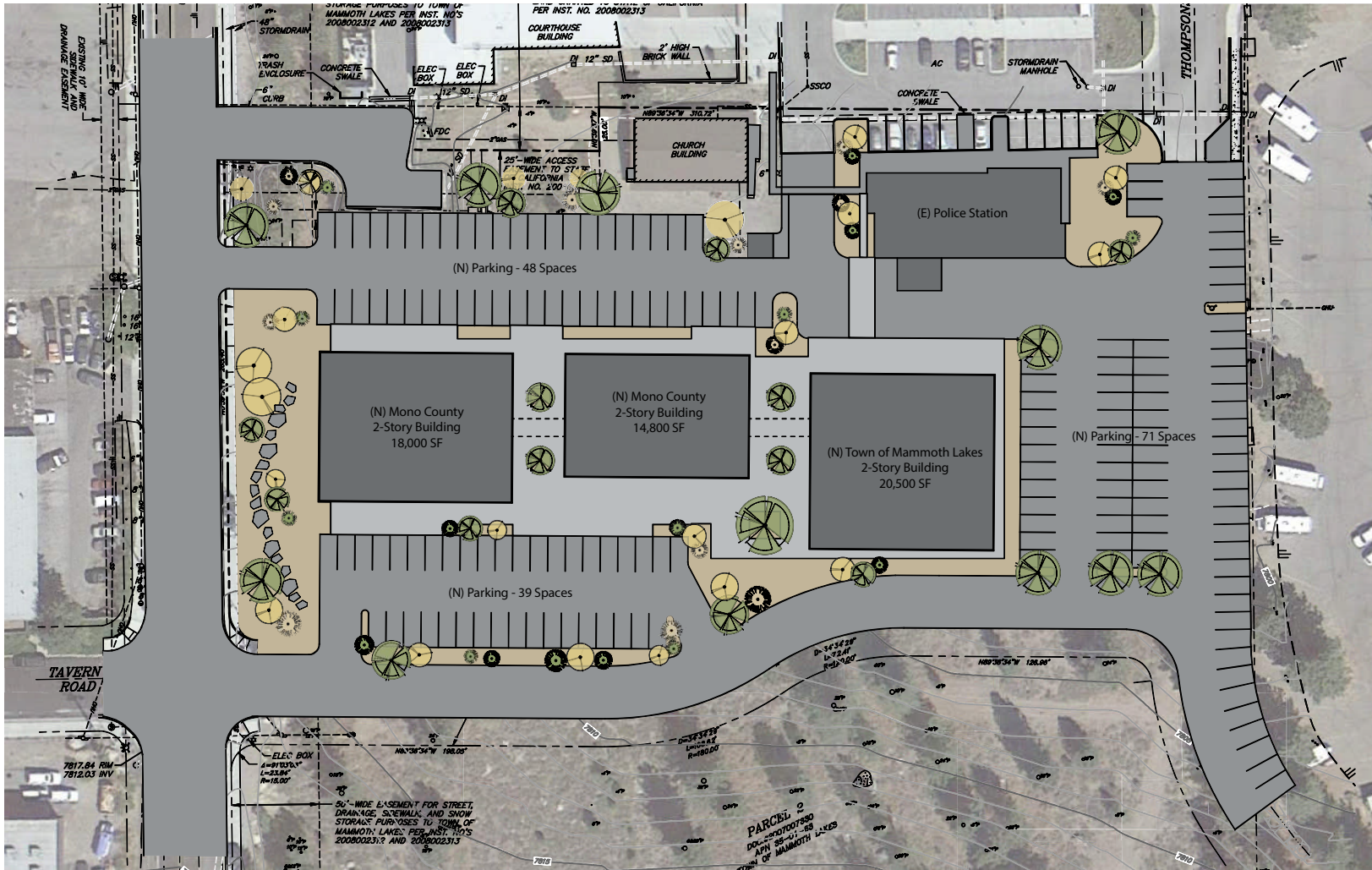
This option assumes the County and the Town build their buildings at different times.

- 1) The building could be connected to share facilities and allow easy access between building.
- 2) These building could be done by separate contractors.



Option 2 - (2) Separate Buildings

New Civic Center
Town of Mammoth Lakes and Mono County



Option 3 - (3) Separate Buildings

This option allows the project to be built in 3 separate phases.

- 1) This allows the County to build their space in two phases to coordinate with their existing lease agreement.
- 2) The second phase of the County building and the Town building could be built at the same time for cost savings.

Option 3 - (3) Separate Buildings

New Civic Center
Town of Mammoth Lakes and Mono County



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2017

Departments: Public Works

TIME REQUIRED 1 hour (15 minute presentation; 45 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Joe Blanchard

SUBJECT Bi-Annual Projects Workshop

AGENDA DESCRIPTION:

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

Workshop on the Project Approval Process and the County Comprehensive Projects Plan List.

RECOMMENDED ACTION:

Review staff recommendations and accept prioritization of projects for the 2016/2017 budgeted work plans or reprioritize and accept changes. Provide any desired direction to staff.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Joe Blanchard

PHONE/EMAIL: 760-932-5443 / jblanchard@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:

Joe Blanchard

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Project approval policy
Project Workflow
CCP List

History

Time	Who	Approval
4/13/2017 10:48 AM	County Administrative Office	Yes
4/11/2017 9:46 AM	County Counsel	Yes
4/12/2017 8:31 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

April 18, 2017

To: Honorable Chair and Members of the Board of Supervisors

From: The Project Review Committee (Leslie Chapman, Joe Blanchard, Jeff Walters, Garrett Higerd, Peter Chapman, Stacey Simon, Wendy Sugimura, and Nate Greenberg)

Re: Bi- Annual Projects Workshop

Recommended Action:

1. Discuss the Mono County Public Works Project Approval policy using the flow chart, project approval process, and County Comprehensive Projects Plan List.
2. Review staff recommendations and accept prioritization of projects for the 2016/2017 budgeted work plans or reprioritize and accept changes. Provide any other desired direction to staff.

Fiscal Impact: None at this time

Background:

The project approval process was approved by the Board on April 1, 2014. The process was designed to create a strategic progression for projects from idea, to request, to review, and ultimately to the board for final approval or denial, and lastly implementation. The idea was to create a long term view of how our facilities are conceived, constructed, and maintained in line with the Mono County General Plan. The Mono County General Plan supports developing a County Comprehensive Project Plan (CCPP) to meet community, employee and public needs, and calls for an inventory of capital improvement and maintenance projects with provisions for addressing emergency projects. Transportation projects identified by the Local Transportation Commission and in the Regional Transportation Plan shall be included in the CCPP. All proposed projects with sufficient information shall be added to the CCPP for future implementation consideration (see "Public Works Project Approval Policy") The County Comprehensive Projects Plan CCPP is currently being upgraded to include all county projects including projects spread across multiple budget units within Public Works including Facilities, Road, Engineering, CIP as well as other departments. Fully developing the CCPP will allow for a comprehensive look at all projects so that we can evaluate the projects in one platform and approach project planning in a strategic and systematic manner.

Discussion:

We will be discussing projects on the County Comprehensive Projects Plan List that were budgeted in work plans for 2016/2017. Several projects have been added that were originally approved through other processes but are now being shown here to create continuity.

Completed Projects (FY 2016-2017)

1. Minaret Mall emergency generator for servers and phone system. (Complete) on budget.
2. Bridgeport Road Shop emergency generator for fuel system. (Complete) on budget.
3. Bridgeport Campus relocation. (Complete) on budget.
4. Memorial Hall 1st floor ADA restrooms. (Complete) over budget covered by grant.
5. Annex II ADA ramp, and entrance. (Complete) on budget.
6. Secure entry for Bridgeport Probation. (Complete) on budget.
7. Walker Park ADA restrooms. (Complete) under budget.
8. Medic 7 Arsenic filtration system. (Complete) on budget.
9. Phase II of Bridgeport Memorial Hall Renovation. CSA 5 funded (Complete) on budget.
10. Gull Lake Park ADA restrooms CDBG grant. (Complete) under budget.
11. SCM Social Services create confidential office space. (Complete) on budget.
12. Stock Drive Realignment Project. (Complete) on budget.
13. Bridgeport Shop Biomass Project. (Complete) on budget.
14. Crowley Lake Park restrooms project CDBG grant. (Complete) Approved at 8-9-16 projects workshop. Under budget.
15. Emergency generator at Walker Senior Center. Approved at 8-9-16 projects workshop. (Complete) on budget.

Projects in Progress (FY 2016-2017)

1. SCE Title 24 lighting project. Approved at 8-9-16 projects workshop. (In progress) on budget.
2. 2017 Pavement Preservation Project – North Shore Drive (In progress)
3. Benton Park restrooms project CDBG grant. (In progress) Approved at 8-9-16 projects workshop.
4. Mono Lake Park restrooms, parking, and path of travel. Approved at 8-9-16 projects workshop. Not yet approved by CDBG.
5. Lundy Campground Improvements - Bear boxes and fire ring installation. Approved at 8-9-16 projects workshop. (In progress)
6. Skate Park Crowley Lake Community Center. Approved at 8-9-16 projects workshop. (In progress)
7. June Lake Community Center maintenance fund. (CIP fund created and a volunteer remodel project is in progress.)
8. Upgrading interior/Painting Bridgeport Visitors Center. Approved at 8-9-16 projects workshop. (In progress)
9. 2017 Pavement Management System Data Collection. High priority, meets strategic focus area of improving environmental sustainability and infrastructure. Funding: need to identify more funding for full implementation.
10. Highway Bridge Program Inventory Update. High priority, meets strategic focus area of improving environmental sustainability, infrastructure and public safety. Funding: need to identify more funding for full implementation.
11. Systemic Safety Analysis Report. High priority, received a \$45,000 grant for highway safety analysis. Meets strategic focus area of improving environmental sustainability, infrastructure and public safety. Funding: Full implementation will require additional funding.
12. Airports – Get final approval of Airport Layout Plan Updates. Continue working with LADWP on a long-term lease for Lee Vining Airport. High priority, funded 90% with FAA grants.

Future Projects: In Order of Priority

1. Bridgeport Jail Project SB 844 Proposal. High priority, Meets strategic focus area of improving infrastructure. Funding: 25 million grant with match. Prepared and submitted an application for a new jail at the Bridgeport Hospital site.
2. South County Facility: High priority, Meets strategic focus area of improving infrastructure, and Mono County best place to work.
3. Davison House in Mammoth: High priority, Architect is developing a plan set for permitting and construction. Meets strategic focus areas of infrastructure. Funding: Proposition 63 funding.
4. Cemeteries: Layout, Database & Plot Markers. Ordinance and Fee Resolution approved in April.
5. Memorial Hall Remodel phase III, high priority, Install windows and new siding on south side of building. Meets strategic focus area of improving infrastructure. Funding: fully funded by CSA 5 which includes labor and materials with approximately 21K budget.
6. Countywide Pavement Preservation Project. High priority, \$1,150,000 of STIP funds programmed for construction in 2018/19. Meets strategic focus area of improving environmental sustainability, infrastructure and public safety.
7. Airport Road Rehabilitation Project. High priority, \$1,273,000 of STIP funds programmed for construction in FY 2020/21. Meets strategic focus area of improving environmental sustainability, infrastructure and public safety.
8. Install new HVAC system at Antelope Valley Community Center, medium priority, Funding: HVAC unit and materials purchased in previous budget cycle, 40 hours of facilities labor needed to complete. Meets strategic focus area of infrastructure.
9. Install 10,000 gallon water storage tanks at Benton and Chalfant Community Centers to assist in Firefighting. Medium Priority, Funding: no funding identified at this stage. Rough 20K budget (New)
10. North County Campus Solar Project. Medium priority (Planning Phase) Funding not identified.
11. CLCC Pergola. Low priority, funded by CSA 1, outside design and labor for this project. Meets strategic focus area of improving infrastructure.
12. Bridgeport 395 Banner. Low priority, funded by CSA 5, CSA working with Community Development on this project. Meets strategic focus area of increasing economic base.
13. Bridgeport Cemetery Arch. Low priority, funded by CSA 5, outside design and labor for this project. Meets strategic focus areas of improving infrastructure.
14. Redo Tennis court at Walker Park newly identified. Low priority, Meets strategic focus area of improving infrastructure. Funding: no funding or budget at this point.
15. New exterior lighting at the Walker Community Center newly identified. Med. Priority, meets strategic focus area of public safety. Funding: no funding or budget at this point.
16. Walker Wellness Center Pergola. Low priority, meets strategic focus area of improving infrastructure. Funding: donated materials.

All of the aforementioned projects have been reviewed by the Project Review Committee. The prioritization of projects is based on Criteria outlined in the Project Approval Policy, alignment with the Mono County Strategic Plan focus areas, project design, funding availability, and staff capacity. The projects are prioritized and need to be approved or reprioritized by the board to ensure the list

reflects the Board's priorities. Staff does not anticipate having capacity to add new projects until FY 2017-2018.

Attachments:

1. Public Works Project Approval Policy
2. Project Approval Process Workflow
3. CCPP Projects List

If you have any questions regarding this item please contact Joe Blanchard at 760-932-5443, or jblanchard@mono.ca.gov

Respectfully submitted,



Joe Blanchard, Parks and Facilities Superintendent

PUBLIC WORKS PROJECT APPROVAL POLICY

COUNTY OF MONO

PURPOSE

The purpose of this policy is to standardize the submittal, approval and review of Mono County projects for efficient implementation. In addition, the policy helps develop a Public Works County Comprehensive Projects Plan (CCPP).

The CCPP must include all of the County's infrastructure projects and provide a path for possible implementation based on limited resources. The CCPP will have three elements:

- Capital Improvement Projects (CIP)
- Maintenance projects
- Emergency projects

The CCPP will be driven by input from the Mono County Energy Task Force, the Americans with Disabilities Act (ADA) Task Force, the Mono County Strategic Plan, the Mono County General Plan as well as Community meetings. Initial focus areas identified through Board of Supervisors and staff include:

- Investing in community-serving facilities
- Maintaining strong infrastructure
- Prevention of future costs/reduction in annual operational costs
- Energy reduction goals
- Aligning with the Mono County Strategic Plan and Mono County General Plan

PROJECT INITIATION PROCESS

The following process will be used to help focus and guide the implementation process related to County projects.

Project proposals are generated by:

- Mono County constituents, visitors, businesses and varying interests
- Board members
- Community meetings
- County staff and department heads

Proposed projects will have a project request form filled out. The project request form will be analyzed to determine what phase of the process the project is at. Mono County staff are available to assist with questions on the project request form. The Project Request Form includes the following:

1. Project description
2. Project justification
3. Preliminary cost estimates-including all hard and soft costs
4. Proposed funding source
5. Proposed funding channel (CIP or facilities maintenance budget)
 - a. Projects less than \$25,000 would be in the facilities maintenance budget;
 - b. Projects \$25,000 or greater would be in the CIP program
6. Environmental Review
7. Anticipated timeline

Once the project request form is filled out or the information in the project request form is collected and submitted, the project will then either move to a Project Initiation stage or to the Project Review Committee to be included in the annual County Comprehensive Projects Plan workshop. The Project Initiation stage will include determination of feasibility based on environmental constraints, financial analysis, policy consistency and if warranted preliminary engineering. If the project is submitted with environmental, financial analysis and engineering where applicable, it will skip the Project Initiation stage and go straight to the Project Review Committee. The Project Review Committee will be comprised of staff from the County Administrators Office, Public Works, County Counsel, and Community Development. The Project Review Committee will provide a recommendation for acceptance or rejection based on:

- Maintaining and enhancing public services
- Safety issues
- ADA
- Risk management issues
- Legal mandates
- Meeting energy efficiency goals
- California Environmental Quality Act or National Environmental Policy Act (CEQA/NEPA) mandates
- County operational needs
- Funding availability

All projects approved by the Project Review Committee will be included in the CCPP list for the annual workshop. Small projects have the opportunity to skip the annual CCPP workshop and move straight to implementation if under \$25,000 and there are adequate resources available. All large projects will need to be included in the annual County Comprehensive Projects Plan workshop. The workshop will include direction from the Board on what projects should be included in the annual budget. The projects selected will be prioritized for completion. Those not selected will remain on the CCPP list for the next annual workshop.

Small Projects = Less than \$25,000

For projects in which the total projected cost is less than \$25,000 and there are sufficient man hour and monetary resources to complete the project, the project can be completed without CCPP workshop approval. For projects in which the total projected costs are less than

\$25,000, but there are not sufficient resources to complete the project, the project can be included in the annual County Comprehensive Projects Plan workshop with the Board of Supervisors for approval and funding in the following fiscal year, based on the recommendation of the Project Review Committee.

Large Projects = Greater than \$25,000

For projects in which the total projected costs are \$25,000 or greater, after the Project Review Committee has made a recommendation, the project will be included in the annual County Comprehensive Projects Plan workshop for Board of Supervisors approval and, if necessary, funding through the CIP program.

Emergency Projects

Emergency projects whose failure to address would create a danger to individuals or infrastructure will be handled using the Facilities Maintenance Budget. If the emergency exceeds budget, the CAO and Public Works Director will assist with budgetary decisions.

For All Projects

Projects that are not selected during the CCPP workshop will remain on the CCPP list for future review as resources and priorities allow.

When a project is approved for construction by the Board of Supervisors the following information will be included:

1. Cost estimate and proposed funding source
2. Bid Process triggered based on projected costs
 - a. Informal bid
 - b. Formal bid
 - c. Bonding requirements for subcontractors
 - d. Force Account justification process
3. Anticipated planning, permitting, and engineering

Public Works staff will obtain a Mono County building permit for all projects, to ensure compliance with the provisions of the Building codes. There may be additional costs depending on the size of the project. Staff will obtain other permits, based on project specifics, which may or may not be subject to fees. These include permits from the Mono County Health Department, Lahontan Regional Water Quality Control Board, Great Basin Unified Air Pollution Control District, Caltrans, etc.

In each Budget as part of the annual County Comprehensive Projects Plan workshop, an updated CCPP List will be provided. The CCPP List will include potential future projects, submitted, reviewed, and completed projects.

Staff recommended the adoption of this process to improve accountability and the ability to prioritize key investments, as well as respond to public and County needs. The reporting and

review elements will be aligned with Budgeting as well as long term strategic planning to focus limited resources on the most crucial projects.

FLOW CHART

The draft flow chart in Attachment A reflects the above process. Additionally, the CCPP workshop will be held annually to discuss project prioritization as part of the annual Budget adoption.

DEFINITIONS

Capital Improvement Projects (CIP) – A separate accounting fund for projects that are expected to exceed the capitalization threshold. Once a project is funded through the CIP, the funds are available until the project is complete or the Board re-allocates the funds. Funding sources for these projects include the General Fund, other county funds, or grant funds.

Capitalization – An accounting change to the value of a fixed asset, due to the value of the construction improvements. Mono County's capitalization threshold is \$25,000. This threshold includes all costs that are part of the structure.

Facility Maintenance Budget – Funds included in the annual facilities budget for building maintenance.

Hard Costs – Costs for materials, supplies and contract services necessary to complete a project. This will include costs for services provided by other County departments that are not funded by the General Fund, including Solid Waste fees, Road Department labor, equipment and materials, and Public Health fees.

Non-Capitalization Costs – These costs are not allowed to be capitalized, such as Furniture, Fixtures and Equipment (FF&E) costs, artwork, etc. associated with completing the project.

Soft Costs – Costs for County staff and equipment funded by the General Fund.

County Wide Project Ideas

Idea types:

- Improvements,
- Remodels, Additions, and
- New construction.

From:

- General plan
- Public
- Board members
- RPAC/RTIP
- Staff
- Department Head
- Risk/Safety
- Funding Opportunity
- Identified Need

Project Request Form

What stage is project at? Proponent can request assistance from staff in this stage to get the most accurate information possible

- Description of project
- Project justification
- Budget/cost Estimate.
- Identify Funding source
- Create an anticipated project timeline
- Environmental review stage

Project Initiation

Initial assessment by staff which evaluates project and need for based on:

- Environmental Needs
- Staff capacity
- legal requirements
- community needs
- department needs
- funding
- Strategic Plan Alignment.

County Comprehensive Projects Plan List and Annual Workshop

Discuss project prioritization
CIP > \$25,000
Maintenance < \$25,000

Projects not selected will remain on the CCPP List for future review.

Project Review Committee

Initial assessment by Project Review once funded and environmental review complete. Committee evaluates project based on:

- Strategic Plan Alignment
- Safety
- ADA
- Legal requirements
- Community needs
- Department needs
- Funding

Board of Supervisors Review CCPP List for Funding and Scheduling

Approved, for the Fiscal Year, the County Comprehensive Projects Plan

Organize Projects into three categories: Capital Improvement Projects; Maintenance projects, Emergency Projects.

Capital Improvement Project

Project exceeds \$25k, is non-recurring, has a useful life of 5+ years

Maintenance Project

Project is less than \$25k, and improves an existing facility

Project funded by facilities maintenance budget

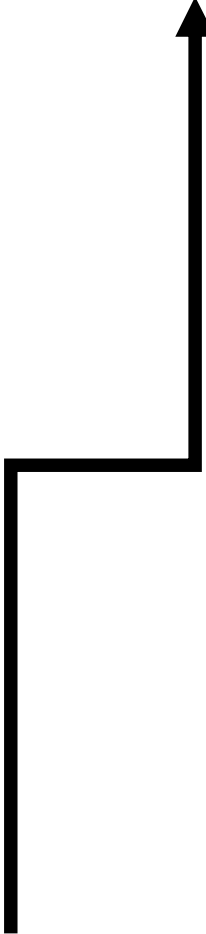
Project addresses a safety hazard or ADA issue

Emergency Project

Project is less than \$25,000 and is an immediate threat to life safety or County property
















Engineering/Permitting/BID

Project Implementation and Closure















County Comprehensive Projects Plan List

Completed Projects (FY 2016-2017)

Project	App. Date	Funding	Cost Estimate	Priority	Status	100%
1 Minaret Mall emergency generator	2/19/2015	IT/Facilities	\$ 10,000	High	Complete	
2 Bridgeport Road Shop emergency generator		Road Fund	\$ 15,000	High	Complete	
3 Bridgeport Campus relocation	3/16/2015	Facilities	\$ 52,912	High	Complete	
4 Memorial Hall 1st floor ADA restrooms	1/1/2014	CSA 5	\$ 90,000	High	Complete	
5 Annex II ADA ramp, and entrance	1/15/2013	CIP	\$ 42,900	High	Complete	
6 Secure entry for Bridgeport Probation	1/6/2015	SB 678	\$ 18,000	High	Complete	
7 Walker Park ADA restrooms	1/1/2016	Facilities	\$ 15,000	High	Complete	
8 Medic 7 Arsenic filtration system	11/25/2015	Facilities	\$ 300	High	Complete	
9 Phase II of Bridgeport Memorial Hall Renovation	1/1/2014	CSA 5	\$ 430,000	High	Complete	
10 Gull Lake Park ADA restrooms	1/1/2016	CDBG	\$ 42,000	High	Complete	
11 SCM Social Services create confidential office space	5/29/2015	Social Services	\$ 20,000	High	Complete	
12 Stock Drive Realignment Project		FAA/Air. Fnd	\$ 555,000	High	Complete	
13 Bridgeport Shop Biomass Project	2/15/2015	SNC Grant	\$ 215,000	High	Complete	
14 Crowley Lake Park restrooms project	1/1/2016	CDBG	\$ 42,000	High	Complete	
15 Emergency generator at Walker Senior Center	2/23/2015	Facilities	\$ 3,800	High	Complete	

Projects in Progress (FY 2016-2017)

Project	App. Date	Funding	Cost Estimate	Priority	Status	100%
1 SCE Title 24 lighting project		SCE's OBF	\$ 166,775	Medium	Close Out	
2 2017 Pavement Preservation Project		Spcl Fnd/ZOB	\$ 150,000	High	Plan/Permit/Engineering	
3 Benton Park restrooms project	1/1/2016	CDBG	\$ 42,000	High	Plan/Permit/Engineering	
4 Mono Lake Park restrooms	1/1/2016	CDBG (maybe)	\$ 20,000	High	Plan/Permit/Engineering	
5 Lundy Campground Improvements		Campgrounds		High	In Constuction	
6 Skate Park Crowley Lake Community Center	1/30/2015	CSA 1	\$ 650,000	High	Out to Bid	
7 June Lake Community Center maintenance fund		CIP		Medium	In Constuction	
8 Upgrading interior/Painting Bridgeport Visitors Center	7/20/2016	Facilities		Medium	Approved by PRC	
9 2017 Pavement Management System Data Collection		OWP (LTC)		High	Plan/Permit/Engineering	
10 Highway Bridge Program Inventory Update		HBP/Lcl Match		High	PSR/PID	
11 Systemic Safety Analysis Report		SSARP/Sft Match	\$ 50,000	High	Preliminary Engr./Env.	
12 Airports – Get final approval of Airport Layout Plan Updates		FAA/Air. Fund	\$ 80,000	High	Close Out	

County Comprehensive Projects Plan List

Future Projects: In Order of Priority

	Project	App. Date	Funding	Cost Estimate	Priority	Status	100%
1	Bridgeport Jail Project SB 844 Proposal		Sheriff	\$ 150,000	High	Grant Award Process	<div style="width: 10%;"></div>
2	South County Facility		CAO		High	Approved by PRC	<div style="width: 10%;"></div>
3	Davison House in Mammoth	2/11/2015	CCP	\$ 2,000,000	High	Preliminary Engr./Env.	<div style="width: 10%;"></div>
4	Cemeteries: Layout, Database & Plot Markers		Cemeteries	\$ 10,000	High	Plan/Permit/Engineering	<div style="width: 10%;"></div>
5	Memorial Hall Remodel phase III		CSA 5	\$ 21,000	Medium	Submitted to PRC	<div style="width: 10%;"></div>
6	Countywide Pavement Preservation Project		STIP	\$ 1,150,000	High	Programmed	<div style="width: 10%;"></div>
7	Airport Road Rehabilitation Project		STIP	\$ 1,273,000	Medium	Programmed	<div style="width: 10%;"></div>
8	Install new HVAC system at Antelope Valley CC	11/1/2016	FY2016	\$ 1,800	Medium	Submitted to PRC	<div style="width: 10%;"></div>
9	Install 10,000 gallon water storage tanks		Not ID'd	\$ 20,000	Medium	Submitted to PRC	<div style="width: 10%;"></div>
10	North County Campus Solar Project		Not ID'd		Medium	Idea	<div style="width: 10%;"></div>
11	CLCC Pergola		CSA 1		Low	Submitted to PRC	<div style="width: 10%;"></div>
12	Bridgeport 395 Banner		CSA 5		Low	Approved by PRC	<div style="width: 10%;"></div>
13	Bridgeport Cemetery Arch		CSA 5		Low	Approved by PRC	<div style="width: 10%;"></div>
14	Redo Tennis court at Walker Park		Not ID'd		Low	Submitted to PRC	<div style="width: 10%;"></div>
15	New exterior lighting at the Walker CC		Not ID'd		Medium	Submitted to PRC	<div style="width: 10%;"></div>
16	Walker Wellness Center Pergola	2/21/2017	Not ID'd	40 man hours	Low	Submitted to PRC	<div style="width: 10%;"></div>

Acronym Key

Active Transportatin Program (ATP)

Board of State and Community Corrections (BSCC)

Bridge Investment Credits (BIC)

Capital Improvement Plan (CIP)

Community Center (CC)

Community Corrections Partnership (CCP)

Community Development Block Grant (CDBG)

Community Service Area (CSA)

County Comprehensive Project Plan (CCPP)

Federal Aviation Administration (FAA)

Federal Highways Bridge Program (FHBP)

Federal Lands Access Program (FLAP)

Highway Safety Improvement Program (HSIP)

Information Technology (IT)

Local Transportation Commission (LTC)

Not Identified (Not ID'd)

Overall Work Program (OWP)

Plans Specifications and Estimates (PS&E)

Project Initiation Document (PID)

Project Review Committee (PRC)

Project Study Report (PSR)

Senate Bill (SB)

Sierra Nevada Concervancy (SNC)

Southern California Edison (SCE)

State Transportation Improvement Program (STIP)

Systemic Safety Analysis Report Program (SSARP)

Zone of Benefit (ZOB)