



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

Regular Meeting August 14, 2018

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. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

4. DEPARTMENT/COMMISSION REPORTS

5. 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. 2018 Gran Fondo Road Closures

Departments: Public Works

The Department of Public Works received a request from the Mammoth Mountain Community Foundation to close certain county roads in the Mono Lake and Long Valley areas in conjunction with special events planned for the 2018 Mammoth Gran Fondo Bike Ride. The Ride is scheduled to take place on September 8, 2018. In response to this request, Public Works proposes to close portions of various county roads and State Highway 120 to through traffic to allow safe travel for participants.

Recommended Action: Adopt proposed resolution R18-___, Authorizing the Closure of County Roads to Thru Traffic in the Mono Lake and Long Valley Areas for the 2018 Mammoth Gran Fondo Bike Ride. Provide any desired direction to staff.

Fiscal Impact: \$500 or less from the Road Fund. Assisting with this event will result in fiscal impacts to the Road Fund, as personnel, equipment, and supplies from Road Areas 1, 2, and 3 will be used to perform tasks prior to and following the 2018 Mammoth Gran Fondo Bike Ride.

B. Contract Approval - Upper Summers Meadow Road Bridge Guardrail Project

Departments: Public Works

The Project will complete the Upper Summers Meadow Road Emergency Bridge Project. The installation of guardrails is necessary to permanently protect the bridge structure and provide for public safety. Currently, temporary concrete k-rails are being used as guardrails for the bridge. The Project manual (contract documents, special provisions, technical specifications, and plan set) were approved at the Board Meeting on July 17, 2018. One bid was received for the Project prior to the August 2, 2018 submission deadline. A budget increase of \$7,555 is necessary to appropriate enough funds to service this proposed contract.

Recommended Action: (1) Identify Coral Construction Company, Inc. as the responsible bidder submitting the lowest responsive bid in response to the Invitation for Bids for the Upper Summers Meadow Road Bridge Guardrail Project (“Project”); (2) approve and execute a contract with Coral Construction Company for the Project in an amount not to exceed \$52,555.00; (3) authorize the Public Works Director to administer the contract, including making minor amendments to the contract as deemed necessary by the Public Works Director and County Counsel and issuing change orders to the contract pursuant to Public Contract Code §20142 in an amount not to exceed \$5,255.50 per change order, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved by County Counsel; (4) approve increase in appropriations of \$7,555 in the Disaster Assistance fund offset with an increase in revenue of \$5,666 (requires 4/5ths vote); and (5) provide any further direction to staff.

Fiscal Impact: Appropriations of \$45,000 was included in the approved budget for the Disaster Assistance Fund. Approval of this contract requires an appropriations increase of \$7,555 to complete the base bid work. Revenues supporting this project will increase from \$33,750 to \$39,416. There is sufficient carryover in the fund to pay for the remainder of the contract.

6. CORRESPONDENCE RECEIVED - NONE

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.

7. REGULAR AGENDA - MORNING

A. EMS Revenue Enhancement Workshop

Departments: EMS

30 minutes

(Chris Mokracek) - Chief Mokracek will present a variety of revenue enhancement and efficiency ideas for the EMS Department.

Recommended Action: Receive presentation by EMS staff. Provide direction to staff to pursue any or all ideas to increase revenue.

Fiscal Impact: Excluding the impact of operational efficiencies, the anticipated revenue increases identified during this presentation range from \$145,000 to \$195,000, per year.

B. EMS Proposed Fee Schedule 2018/19

Departments: Paramedics

PUBLIC HEARING: 10 AM (20 minutes)

(Chris Mokracek) - Public hearing to consider adoption of resolution to increase various fees charged by Mono County for providing emergency medical services.

Recommended Action: Conduct public hearing. Consider and potentially adopt resolution to increase various fees charged by Mono County for providing emergency medical services.

Fiscal Impact: The fee increase ranges from 3.9% to 4.5% more than the FY 2017-18 fees. The potential increase in billing revenues, if collected, is \$45,000.

C. 5-Year Capital Improvement Program

Departments: CAO, Public Works, IT

90 minutes (45 minute presentation, 45 minute discussion)

(Tony Dublino) - Workshop to consider capital improvement program process, review current programming and scheduling of projects, and consider the financial resources and staffing requirements to complete and deliver these projects.

Recommended Action: Receive workshop, consider process and current programming of projects, and provide any direction to staff.

Fiscal Impact: None at this time, informational only.

8. 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.)

9. 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 -- Existing Litigation

CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Administrative Citation - Case No. 2016/026: Gloria Ma.

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

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. REGULAR AGENDA - AFTERNOON

A. On-Site Wastewater Treatment Systems Ordinance

Departments: Health

30 minutes

(Louis Molina) - An ordinance amending Chapter 14.04 of the Mono County Code, in order to implement the onsite wastewater treatment systems (OWTS) policy and local agency management program (LAMP), to synchronize the provisions set forth in the OWTS policy and the LAMP approved by the Regional Water Board.

Recommended Action: Introduce, read title, and waive further reading of proposed ordinance ORD18-____, Superseding and replacing in its entirety Chapter 14.04 of the Mono County Code. Provide any desired direction to staff.

Fiscal Impact: None.

B. Sale of Tax-Defaulted Property

Departments: Finance

10 minutes (5 minute presentation; 5 minute discussion)

(Gerald Frank) - Request for Approval to Sell Tax-Defaulted Property Subject to the Power of Sale.

Recommended Action: Approve Request to Sell Tax-Defaulted Property Subject to the Power of Sale.

Fiscal Impact: Total of all minimum bids is \$ 224,052. Minimum bids include known costs. There could potentially be additional costs not included in the minimum bid, which are unknown at this time.

C. Brown Act Refresher - Exception to Definition of a Meeting

Departments: County Counsel

15 minutes (10 minute presentation; 5 minute discussion)

(Stacey Simon) - Presentation regarding Ralph M. Brown Act exception for attendance by Supervisors at conferences, community meetings that are open to the public, meetings of other local agencies that are open to the public and/or social or ceremonial occasions, and for attendance by Supervisors as observers at meetings of Board of Supervisors' standing committee meetings.

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

Fiscal Impact: None.

12. BOARD MEMBER REPORTS

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

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 14, 2018

Departments: Public Works

TIME REQUIRED

SUBJECT 2018 Gran Fondo Road Closures

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Department of Public Works received a request from the Mammoth Mountain Community Foundation to close certain county roads in the Mono Lake and Long Valley areas in conjunction with special events planned for the 2018 Mammoth Gran Fondo Bike Ride. The Ride is scheduled to take place on September 8, 2018. In response to this request, Public Works proposes to close portions of various county roads and State Highway 120 to through traffic to allow safe travel for participants.

RECOMMENDED ACTION:

Adopt proposed resolution R18-___, Authorizing the Closure of County Roads to Thru Traffic in the Mono Lake and Long Valley Areas for the 2018 Mammoth Gran Fondo Bike Ride. Provide any desired direction to staff.

FISCAL IMPACT:

\$500 or less from the Road Fund. Assisting with this event will result in fiscal impacts to the Road Fund, as personnel, equipment, and supplies from Road Areas 1, 2, and 3 will be used to perform tasks prior to and following the 2018 Mammoth Gran Fondo Bike Ride.

CONTACT NAME: Paul Roten

PHONE/EMAIL: 760 709 0423 / proten@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report - Grand Fondo Road Closures](#)

[Resolution - Gran Fondo Road Closures](#)

History**Time**

8/9/2018 6:44 PM

8/8/2018 4:16 PM

8/9/2018 8:31 AM

Who

County Administrative Office

County Counsel

Finance

Approval

Yes

Yes

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: July , 2018
To: Honorable Chair and Members of the Board of Supervisors
From: Paul Roten,
Subject: Road Closures for the 2018 Mammoth Gran Fondo Bicycle Ride

Recommended Action:

1. Consider and potentially adopt Resolution No. R18-__, "A Resolution of the Mono County Board of Supervisors Authorizing the Closure of County Roads to Thru Traffic in the Mono Lake and Long Valley Areas for the 2018 Mammoth Gran Fondo Bike Ride."
2. Provide any desired direction to staff.

Fiscal Impact:

\$500 or less from the Road Fund. Assisting with this event will result in fiscal impacts to the Road Fund, as personnel, equipment, and supplies from Road Areas 1, 2, and 3 will be used to perform tasks prior to and following the 2018 Mammoth Gran Fondo Bike Ride.

Discussion:

The Department of Public Works received a request from the Mammoth Mountain Community Foundation to close certain county roads in the Mono Lake and Long Valley areas in conjunction with special events planned for the 2018 Mammoth Gran Fondo Bike Ride. The Ride is scheduled to take place on September 8, 2018. In response to this request, Public Works proposes to close portions of various county roads and State Highway 120 to thru traffic to allow safe travel for participants.

Pursuant to Section 982 of the Streets and Highways Code, a resolution (attached as Exhibit 1) has been prepared should the Board choose to approve the requested road closures.

If you have any questions regarding this item, please contact me at 760-709-0423. I may also be contacted by email at proten@mono.ca.gov.

Respectfully submitted,

Paul Roten

Attachments: Exhibit 1 – Draft Resolution Authorizing Road Closures



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RESOLUTION NO. R18-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING
THE CLOSURE OF CERTAIN COUNTY ROADS AND STATE HIGHWAYS TO
THRU TRAFFIC IN THE MONO LAKE AND LONG VALLEY AREAS
FOR THE 2018 MAMMOTH GRAN FONDO BIKE RIDE**

WHEREAS, the Mammoth Mountain Community Foundation (MMCF) has requested the closure of and use of certain county roads and state highways for bicycle rides associated with the 2018 Mammoth Gran Fondo Bike Ride; and,

WHEREAS, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close public roads and highways and grant the use thereof to the managers of said functions; and,

WHEREAS, the Mammoth Gran Fondo Bike Ride, sponsored by the MMCF, has resulted in substantial benefits to Mono County residents, businesses and visitors; and,

WHEREAS, the event has three routes utilizing county roads and state highways with two of the routes requiring closing roads to thru traffic; and,

WHEREAS, the California Highway Patrol (CHP) will perform closure duties near the intersections of U.S. Highway 395 and State Route 120 to Dross Road, State Route 120 at Yellowjacket Road and on Benton Crossing Road at Brown's Town. Additionally there will be barricades with posted signs (Road Closed to Thru Traffic, Bicycles on Roadway) at 21 locations advising motorists entering on to U.S. Highway 120 and Benton Crossing Road on the day of the event..

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the following County roads may be closed to thru traffic in conformance with the County's Special Events Policy (see Chapter 5.50 of the Mono County Code) and made available to the MMCF from 8:00 am until 1:00 pm on Saturday, September 8, 2018:

1. Benton Crossing Road at Brown's Town campground, which is approximately 7 miles east of the junction with U.S. Highway 395, to the junction of State Route 120;
2. The intersection of State Route 120 and Yellowjacket Road;
3. The intersection of State Route 120 and Cattle Drive Road;
4. The intersection of Benton Crossing Road and Barker Mine Road;
5. The intersection of Benton Crossing Road and Deer Springs Road;

6. The intersection of Benton Crossing Road and Chidago Canyon Road;
7. The intersection of Benton Crossing Road and Casa Diablo Road;
8. The intersection of Benton Crossing Road and Owens Gorge Road;
9. The intersection of Benton Crossing Road and Layton Springs Road.

BE IT FURTHER RESOLVED by the Mono County Board of Supervisors that the following State highways and County roads may be closed to thru traffic in conformance with the State's requirements and the County's Special Events Policy, respectively, and made available to the MMCF from 8:00 am until 1:00 pm on Saturday, September 8, 2018:

10. State Route 120 from Dross Road to Yellow Jacket Road;
11. The intersection of State Route 120 and Test Station Road;
12. The intersection of State Route 120 and Sand Flat Cutoff;
13. The intersection of State Route 120 and Pilot Springs Road;
14. The intersection of State Route 120 and Sage Hen Meadows Road;
15. The intersection of State Route 120 and Baxter's Road;
16. The intersection of State Route 120 and Black Canyon Road;
17. The intersection of State Route 120 and Dobie Meadows Road;
18. The intersection of State Route 120 and Adobe Ranch Road;
19. The intersection of State Route 120 and McGee Canyon Road;
20. The intersection of State Route 120 and River Springs Road;
21. The intersection of State Route 120 and Sawmill Meadows Road.

BE IT FURTHER RESOLVED that in the case of emergency requiring detour to allow residents to access their properties, or for other reasons, the County Department of Public Works shall have the authority to modify the closures as necessary for the protection of public health and safety.

BE IT FURTHER RESOLVED that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to utilize County equipment and personnel and to work with the MMCF and other officials to effectuate said road closures to thru traffic.

APPROVED AND ADOPTED this th day of July 2018, by the following vote of the Board of Supervisors, County of Mono:

AYES :
NOES :
ABSENT :
ABSTAIN :

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Bob Gardner, 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 August 14, 2018

Departments: Public Works

TIME REQUIRED

SUBJECT Contract Approval - Upper Summers
Meadow Road Bridge Guardrail
Project

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Project will complete the Upper Summers Meadow Road Emergency Bridge Project. The installation of guardrails is necessary to permanently protect the bridge structure and provide for public safety. Currently, temporary concrete k-rails are being used as guardrails for the bridge. The Project manual (contract documents, special provisions, technical specifications, and plan set) were approved at the Board Meeting on July 17, 2018. One bid was received for the Project prior to the August 2, 2018 submission deadline. A budget increase of \$7,555 is necessary to appropriate enough funds to service this proposed contract.

RECOMMENDED ACTION:

(1) Identify Coral Construction Company, Inc. as the responsible bidder submitting the lowest responsive bid in response to the Invitation for Bids for the Upper Summers Meadow Road Bridge Guardrail Project ("Project"); (2) approve and execute a contract with Coral Construction Company for the Project in an amount not to exceed \$52,555.00; (3) authorize the Public Works Director to administer the contract, including making minor amendments to the contract as deemed necessary by the Public Works Director and County Counsel and issuing change orders to the contract pursuant to Public Contract Code §20142 in an amount not to exceed \$5,255.50 per change order, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved by County Counsel; (4) approve increase in appropriations of \$7,555 in the Disaster Assistance fund offset with an increase in revenue of \$5,666 (requires 4/5ths vote); and (5) provide any further direction to staff.

FISCAL IMPACT:

Appropriations of \$45,000 was included in the approved budget for the Disaster Assistance Fund. Approval of this contract requires an appropriations increase of \$7,555 to complete the base bid work. Revenues supporting this project will increase from \$33,750 to \$39,416. There is sufficient carryover in the fund to pay for the remainder of the contract.

CONTACT NAME: Chad Senior

PHONE/EMAIL: 760 924-1812 / csenior@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Agreement
Bid tabulation

History

Time	Who	Approval
8/9/2018 6:44 PM	County Administrative Office	Yes
8/8/2018 5:49 PM	County Counsel	Yes
8/9/2018 2:45 PM	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

To: Honorable Chair and Members of the Board of Supervisors

From: Chad Senior, Associate Engineer

Date: August 14, 2018

Re: Contract Award for the Upper Summers Meadow Road Bridge Guardrail Project

Recommended Action:

(1) Identify Coral Construction Company, Inc. as the responsible bidder submitting the lowest responsive bid in response to the Invitation for Bids for the Upper Summers Meadow Road Bridge Guardrail Project ("Project"); (2) approve and execute a contract with Coral Construction Company for the Project in an amount not to exceed \$52,555.00; (3) authorize the Public Works Director to administer the contract, including making minor amendments to the contract as deemed necessary by the Public Works Director and County Counsel and issuing change orders to the contract pursuant to Public Contract Code §20142 in an amount not to exceed \$5,255.50 per change order, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved by County Counsel; and (4) provide any further direction to staff.

Fiscal Impact:

\$45,000.00 was budgeted for this work in the County's FY2018-2019 budget under the Disaster Assistance Fund. Approval of this contract will require a budget adjustment of \$7,555.00 to complete the base bid work. An alternate bid item (Alternate Bid B) to provide dark brown coloring of the galvanized guardrails was included in the Invitation for Bids. Alternative Bid B is an aesthetic addition to the Project; its inclusion or rejection from the Project will not affect the safety or structural integrity of the guardrails or the Upper Summers Meadow Road Emergency Bridge Project. However, due to budget constraints, staff is not recommending completion of Alternate Bid Item B which would require an additional \$5,000.00 budget adjustment (see attached Exhibit 1 – Bid Tabulation). Alternate Bid B can be included in the Project and contract if the Board desires.

The Project is the final component of the Upper Summers Meadow Road Emergency Bridge Project, which is funded with a combination of California Disaster Assistance Act reimbursement, Local Transportation Regional Surface Transportation Program Funds, and carryover funding from the Road Fire Event. Seventy-five percent (75%) of the Project is eligible for funding by the California Governor's Office of Emergency Services pursuant to the California Disaster Assistance Act.

Strategic Plan Focus Area: Improve Public Safety

Background:

The Project will complete the Upper Summers Meadow Road Emergency Bridge Project. The installation of guardrails is necessary to permanently protect the bridge structure and provide for public safety. Currently, temporary concrete k-rails are being used as guardrails for the bridge. The Project manual (contract documents, special provisions, technical specifications, and plan set) were approved at the Board Meeting on July 17, 2018. One bid was received for the Project prior to the August 2, 2018 submission deadline.

Staff recommends that the Board of Supervisors award the contract to Coral Construction Company, which submitted the lowest, responsive bid. The contract will include those items included in Alternate Bid A only, unless directed otherwise by the board.

Please contact me at 760.924.1812 or by email at cseior@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,



Chad Senior,
Associate Engineer

Attachments: Coral Construction Contract Agreement
Exhibit 1 – Bid Tabulation

**AGREEMENT BETWEEN COUNTY OF MONO
AND CORAL CONSTRUCTION COMPANY, INC.
FOR THE FOR THE CONSTRUCTION OF THE UPPER SUMMERS MEADOW ROAD
BRIDGE GUARDRAIL PROJECT**

INTRODUCTION

WHEREAS, the County of Mono ("County") may have the need for the guardrail installation services of Coral Construction Company, Inc., of Sherwood, Oregon ("Contractor") (hereinafter, County and Contractor may be referred to individually as a "Party" and collectively as the "Parties"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by 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 August 15, 2018, to December 31, 2018, unless sooner terminated as provided in this Agreement.

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 Fifty-Two Thousand Five Hundred Fifty-Five dollars (\$52,555.00) plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (collectively, the "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 One Million dollars (\$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, 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 County Risk Manager, the following 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:

- General Liability. 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 Five Million dollars (\$5,000,000.00) per 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/Aircraft/Watercraft 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 Five Million dollars (\$5,000,000.00) 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 One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$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 Contractors 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 One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general 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 policy(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:

<p>IF TO COUNTY:</p> <p>Garrett Higerd, County Engineer Mono County Department of Public Works P.O. Box 457 Bridgeport, CA 93517 (760) 924-1802 ghigerd@mono.ca.gov</p>	<p>IF TO CONTRACTOR:</p> <p>Coral Construction Company, Inc. Attn: John Weisner P.O. Box 347 Wilsonville, OR 97070 (503) 682-2252 general@coralconstruction.com</p>
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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.

IN WITNESS THEREOF, THE PARTIES HAVE SET THEIR HANDS AND SEALS THIS ____ DAY OF _____, 2018.

COUNTY OF MONO

CONTRACTOR

By: _____

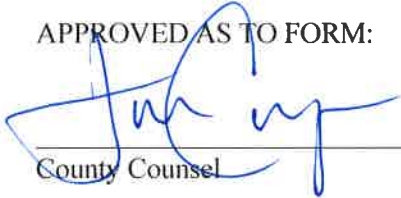
By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security Number: _____

APPROVED AS TO FORM:

 8/8/18
County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND CORAL CONSTRUCTION COMPANY, INC. FOR THE FOR THE CONSTRUCTION OF THE UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL PROJECT

TERM:

FROM: August 15, 2018 TO: December 31, 2018

SCOPE OF WORK:

1. County has selected, and Contractor shall construct, Project Bid Items A1 through A6, as specified in the Bid Schedule included in the Project Proposal Form. **Alternate Bid Item B1 shall not be included.**
2. The major work items of this the UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL PROJECT, Project No. 4005B ("Project") are installation of guardrails to protect the existing bridge structure, including attachment of the guardrails to the bridge abutments, and other items or details not mentioned above that shall be performed, placed, constructed, or installed in accordance with the Project's Invitations for Bids and the Contract Documents, including the Project Manual, Project Plans, and the Standard Specifications and the Standard Plans (2015) issued by the California Department of Transportation, as they may have been amended for County's use.
3. Tasks performed in completing the Project shall follow generally-accepted practices for the construction industry and shall meet the minimum requirements and guidelines established by federal, state, and local agencies. Work tasks shall be coordinated with County's Department of Public Works.
4. The Agreement and this Attachment A: Scope of Work is subject to the provisions of the Contract Documents, including Project Manual, Project Plans, and the General Prevailing Wage Rates established by the California Department of Industrial Relations in effect on the date of this Agreement, all of which are attached hereto and/or by this reference incorporated herein.
5. Work Schedule. As specified in the Contract Documents, the Project and all work shall be completed within thirty (30) working days from the date of issuance of the Notice to Proceed by the Director of the Mono County Department of Public Works. Completion of work and services shall be specified by the Mono County Department of Public Works in a Notice of Completion filed in the Office of the County Recorder. Additional information regarding the schedule applicable to this Attachment A: Scope of Work is included in the Contract Documents, attached hereto and incorporated herein.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND CORAL CONSTRUCTION COMPANY, INC.
FOR THE FOR THE CONSTRUCTION OF THE UPPER SUMMERS MEADOW ROAD
BRIDGE GUARDRAIL PROJECT**

TERM:

FROM: August 15, 2018 TO: December 31, 2018

SCHEDULE OF FEES:

See Attachment B1, incorporated herein by this reference (optional).

ATTACHMENT B1

Upper Summers Meadow Road Bridge Guardrail Project

Project No. 4005B

Contractor's Name:

Coral Construction Company

Guardrail Installation			Bid			A
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
A1	8	Mobilization	1	LS	\$ 5,655.00	\$ 5,655.00
A2	13	Water Pollution Control	1	LS	\$ 2,000.00	\$ 2,000.00
A3	83	Midwest Guardrail Transition (WB-31)	4	EA	\$ 7,900.00	\$ 31,600.00
A4	83	Midwest Guardrail (6'3" Section)	4	EA	\$ 375.00	\$ 1,500.00
A5	83	Vermont End Terminal	4	EA	\$ 1,975.00	\$ 7,900.00
A6	83	End Anchor Assembly (Type SFT)	4	EA	\$ 975.00	\$ 3,900.00
Guardrail Installation - Bid - A					- Subtotal:	\$ 52,555.00

Guardrail Installation			Alternate Bid			B
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
B1	83	Natina Reactive Color Treatment	1	LS	\$ 5,000.00	\$ 5,000.00
Guardrail Installation - Alternate Bid - B					- Subtotal:	\$ 5,000.00

<p>BIDDER'S GRAND TOTAL (Includes Bid A Only, Alternate Bid B Not Included)</p>	<p>\$ 52,555.00</p>
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EXHIBIT 1

AGREEMENT BETWEEN COUNTY OF MONO AND CORAL CONSTRUCTION COMPANY, INC. FOR THE FOR THE CONSTRUCTION OF THE UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL PROJECT GENERAL CONDITIONS

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 the event of a conflict between the Agreement (including any attachment or exhibit thereto); the Invitation for Bids and Instructions to Bidders; the Project Plans; the Technical Specifications; the 2015 State of California, Department of Transportation, Standard Specifications, Latest Edition; and the Quality Assurance Program (QAP), the Contractor shall immediately notify the County. The County shall have the sole discretion to decide resolve any such conflict by deciding which document or 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:

Public Utility Districts in each community where work will be performed

State of California Department of Transportation
Mono County Sheriff's Department
Southern CA Edison
Mono County Fire / Rescue Department
United States Forest Service

- 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 therepair.

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 either to 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 work 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 (non-procurement)", 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.

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.

6.6 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.

6.7 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.

6.8 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.

6.9 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 timeframes.

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 CORAL CONSTRUCTION COMPANY, INC. FOR THE FOR THE CONSTRUCTION OF THE UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL PROJECT

PREVAILING WAGES AS OF JULY 1, 2018

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 California Labor Code section 1771, 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 (Scope of Work) of this Agreement that constitute a public work.

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"). Pursuant to California Labor Code section 1773.2, 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 California Labor Code section 1777.5, 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. In addition, Contractor and/or any subcontractor under him employing a registered apprentice to perform services or work that constitute a public work shall comply with the remaining requirements and provisions of California Labor Code section 1777.5, a copy of which is included at the end of this Exhibit 2. The Contractor, as the prime contractor under any contract issued for the 2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT, shall be responsible for complying with California Labor Code section 1777.5 for all apprenticeable positions and workers employed by the Contractor.

D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to California Labor Code section 1775, Contractor, and any subcontractor 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 California Labor Code section 1775(b). In addition, Contractor and/or any subcontractor under him shall comply with and be subject to the remaining requirements and provisions of California Labor Code section 1775, a copy of which is included at the end of this Exhibit 2.

E. Payroll Records.

Pursuant to California Labor Code section 1776, 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 Attachment A (Scope of Work) 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.

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 Attachment A (Scope of Work) of this Agreement that constitute a public work.

H. Hours.

Pursuant to California Labor Code section 1810, 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 Attachment A (Scope of Work) of this Agreement that constitute a public work, is limited and restricted to eight (8) hours during any one (1) calendar day and 40 hours during any one (1) 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 Attachment A (Scope of Work) 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.

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 Attachment A (Scope of Work) 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 California Labor Code section 1812.

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code section 1813, Contractor, and any subcontractor 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 Attachment A (Scope of Work) of this Agreement, for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and 40 hours in any one calendar week.

L. Registration with DIR and Compliance Monitoring.

Pursuant to California Labor Code section 1725.5, unless subject to the limited exceptions stated in Labor Code section 1771.1, no contractor or subcontractor may be qualified or listed in a bid proposal 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

California Labor Code Section 1775:

(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 this section and 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.

California Labor Code Section 1777.5:

(a) This chapter does not prevent the employment of properly registered apprentices upon public works.

(b) (1) 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.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(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) If 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) Before 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 supplying 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 if the contractor agrees to be bound by those standards. However, 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. When 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 who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who 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) If 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) (A) 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 grant funds shall be distributed as follows:

(i) 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.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) 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.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how

grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(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.

EXHIBIT 3

AGREEMENT BETWEEN COUNTY OF MONO AND CORAL CONSTRUCTION COMPANY, INC. FOR THE FOR THE CONSTRUCTION OF THE UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL 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 Director of the Department of Public Works 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 County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of 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 County within 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 its Department of Public Works, has awarded to Contractor _____ [NAME], hereafter designated as the "Contractor", a contract for the work described as follows:

UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL 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:

 8/8/18
Mono County Counsel

SAMPLE PAYMENT BOND

WHEREAS, The County of Mono, acting by and through its 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:

UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL 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:

 8/8/18
Mono County Counsel

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 UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL 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:


 8/8/18
Mono County Counsel

EXHIBIT 4

AGREEMENT BETWEEN COUNTY OF MONO AND CORAL CONSTRUCTION COMPANY, INC. FOR THE FOR THE CONSTRUCTION OF THE UPPER SUMMERS MEADOW ROAD BRIDGE GUARDRAIL PROJECT

INVOICING, PAYMENT AND RETENTION

Invoicing and Payment. Contractor shall submit to 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 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 (2) pages.

The progress of work shall initially be determined by Contractor, but must then be approved in writing by County. Additionally, the making of one or more (1+) progress payments shall not be construed as approval of the work performed by Contractor. Should Contractor submit an improper payment request, 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 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.

2. Retention. In accordance with Public Contract Code sections 9203 and 20104.50, County shall retain five percent (5%) of each progress payment until the Project is completed unless, at any time after fifty percent (50%) 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 Public Contract Code section 22300, Contractor may substitute securities for any moneys withheld by County to ensure performance under this Agreement or request 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 County records the Notice of Completion.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Propel Insurance Portland Commercial Insurance 805 SW Broadway, Suite 2300 Portland, OR 97205-3363	CONTACT NAME: Kari Motley PHONE (A/C, No, Ext): 800 499-0933 E-MAIL ADDRESS: kari.motley@propelinsurance.com	FAX (A/C, No): 866 577-1326													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Compa</td> <td>16535</td> </tr> <tr> <td>INSURER B : American Guarantee and Liabilit</td> <td>26247</td> </tr> <tr> <td>INSURER C : Westchester Fire Insurance Comp</td> <td>10030</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Compa	16535	INSURER B : American Guarantee and Liabilit	26247	INSURER C : Westchester Fire Insurance Comp	10030	INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															

INSURED
Coral Construction Company
PO Box 347
Wilsonville, OR 97070

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLA014134401	02/28/2018	02/28/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Wa Stop Gap \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			GLA014134401	02/28/2018	02/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			AUC014142801	02/28/2018	02/28/2019	EACH OCCURRENCE \$12,000,000 AGGREGATE \$12,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Leased/Rented EQ			CPP014151401	02/28/2018	02/28/2019	300,000 DED:\$2,500
A	Installation Filtr			CPP014151401	02/28/2018	02/28/2019	250,000 DED:\$2,500
C	Cont. Pollution			G46871017001	02/28/2018	02/28/2019	1,000,000 DED: \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Job #81702, Job Description: 09-364304 - Coleville. Additional Insured status applies per attached form(s). Waiver of subrogation status applies per attached form(s).

CERTIFICATE HOLDER Road & Highway Builders, LLC PO Box 70846 Reno, NV 89570-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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**EXHIBIT 1
 BID TABULATION**

Upper Summers Meadow Road Bridge Guardrail Project

Project No. 4005B

Guardrail Installation - Bid A				
No	Spec Reference	Item	Quantity	Units
A1	8	Mobilization	1	LS
A2	13	Water Pollution Control	1	LS
A3	83	Midwest Guardrail Transition (WB-31)	4	EA
A4	83	Midwest Guardrail (6'3" Section)	4	EA
A5	83	Vermont End Terminal	4	EA
A6	83	End Anchor Assembly (Type SFT)	4	EA
Guardrail Installation - Bid A				

Coral Construction Co.	
Price per Unit	Item Price
\$ 5,655.00	\$ 5,655.00
\$ 2,000.00	\$ 2,000.00
\$ 7,900.00	\$ 31,600.00
\$ 375.00	\$ 1,500.00
\$ 1,975.00	\$ 7,900.00
\$ 975.00	\$ 3,900.00
Subtotal:	\$ 52,555.00

Contractor "2"	
Price per Unit	Item Price
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Subtotal:	\$ -

Contractor "3"	
Price per Unit	Item Price
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Subtotal:	\$ -

Guardrail Installation - Alternate Bid B				
No	Spec Reference	Item	Quantity	Units
B1	83	Natina Reactive Color Treatment	1	LS
Guardrail Installation - Alternate Bid B				

Coral Construction Co.	
Price per Unit	Item Price
\$ 5,000.00	\$ 5,000.00
Subtotal:	\$ 5,000.00

Contractor "2"	
Price per Unit	Item Price
	\$ -
Subtotal:	\$ -

Contractor "3"	
Price per Unit	Item Price
	\$ -
Subtotal:	\$ -

BIDDER'S GRAND TOTAL (Includes Bid A and Alternate Bid B)

Coral Construction Co.
\$57,555.00

Contractor "2"
-

Contractor "3"
-



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 14, 2018

Departments: EMS

TIME REQUIRED 30 minutes

PERSONS APPEARING BEFORE THE BOARD Chris Mokracek

SUBJECT EMS Revenue Enhancement Workshop

AGENDA DESCRIPTION:

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

Chief Mokracek will present a variety of revenue enhancement and efficiency ideas for the EMS Department.

RECOMMENDED ACTION:

Receive presentation by EMS staff. Provide direction to staff to pursue any or all ideas to increase revenue.

FISCAL IMPACT:

Excluding the impact of operational efficiencies, the anticipated revenue increases identified during this presentation range from \$145,000 to \$195,000, per year.

CONTACT NAME: Chris Mokracek

PHONE/EMAIL: 907-924-4632 / cmokracek@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
PowerPoint Presentation

History

Time	Who	Approval
8/9/2018 6:05 PM	County Administrative Office	Yes
8/8/2018 5:50 PM	County Counsel	Yes

8/9/2018 2:19 PM

Finance

Yes

COUNTY OF MONO

DEPARTMENT OF EMERGENCY MEDICAL SERVICES

P.O. Box 511 | 199 Twin Lakes Rd. Bridgeport, CA 93517 * (760) 932-5485 * mono.ca.gov/ems

DATE: August 1, 2018
TO: Honorable Board of Supervisors
FROM: Chris Mokracek, EMS Chief
SUBJECT: Revenue Enhancement & Efficiencies Workshop

Recommendation:

Following a presentation by EMS staff, provide direction to staff to pursue any or all ideas to increase revenue for the EMS program and develop a long-term financial plan for sustainment.

Discussion:

Mono County Emergency Medical Services (MCEMS) needs to seek out non-conventional revenue streams to enhance and sustain pre-hospital emergency care in Mono County. This will require a focused effort to stabilize spending and increase revenue through grants, subscription/membership programs, strategic alliances, collections and enhanced fees for service.

These programs will be integrated into the MCEMS Strategic Plan to be adopted in FY2019.

Fiscal Impact:

Projected revenue increase in FY2019 with increased positive impact in FY2020.

REVENUE ENHANCEMENT & EFFICIENCIES

Mono County Emergency Medical Services

Mono County Emergency Medical Services (MCEMS) needs to seek out non-conventional revenue streams to enhance and sustain pre-hospital emergency care in Mono County. This will require a focused effort to stabilize spending and increase revenue through grants, subscription/membership programs, strategic alliances, collections and enhanced fees for service.

These programs will be integrated into the MCEMS Strategic Plan to be adopted in FY2019.

REVENUE ENHANCEMENT & EFFICIENCIES

Ambulance Subscription/Membership

- ▶ Participation is Voluntary
- ▶ \$75 per Household
- ▶ Waive Out of Pocket
- ▶ Reciprocal Interlocal Agreement with East Fork Fire District, Carson City, Central Lyon County FPD, and Storey County FPD
- ▶ Discount for Care Flight Membership
- ▶ Anticipated Revenue - \$20,000 first year

REVENUE

Collections

- ▶ 10% of Outstanding Balances
- ▶ Hardship Policy
- ▶ Estimated Revenue Potential: \$75,000-\$100,000

REVENUE

A decorative graphic consisting of several parallel white lines of varying lengths, slanted upwards from left to right, located in the bottom right corner of the slide.

Fees

- ▶ Event Stand-By
- ▶ Request for Patient Care Reports
- ▶ Estimated Revenue: \$50,000-\$75,000

REVENUE

A decorative graphic consisting of several parallel white lines of varying lengths, slanted upwards from left to right, located in the bottom right corner of the slide.

Strategic Alliances

- ▶ White Mountain FPD
- ▶ Antelope Valley FPD
- ▶ Non-Traditional Staffing Models
- ▶ Crew Housing

EFFICIENCIES

A decorative graphic consisting of several parallel white lines of varying lengths, slanted upwards from left to right, located in the bottom right corner of the slide.

Group Purchasing Cooperatives

- ▶ 25-30% savings
- ▶ HGACBuy
- ▶ Fire Rescue GPO

EFFICIENCIES

A decorative graphic consisting of several parallel white lines of varying lengths, slanted upwards from left to right, located in the bottom right corner of the slide.

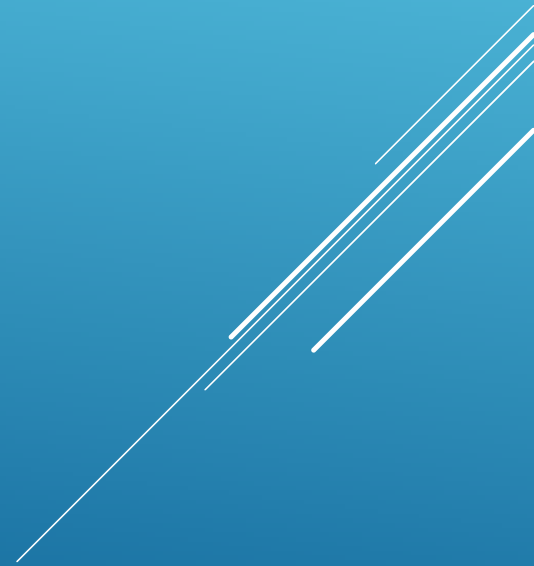
Grants

- ▶ On-Going Pursuit
- ▶ AFG
- ▶ Avoid fiscal tail

EFFICIENCIES

A decorative graphic consisting of several parallel white lines of varying lengths, slanted upwards from left to right, located in the bottom right corner of the slide.

QUESTIONS & DIRECTION





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 14, 2018

Departments: Paramedics

TIME REQUIRED PUBLIC HEARING: 10 AM (20 minutes)

PERSONS APPEARING BEFORE THE BOARD Chris Mokracek

SUBJECT EMS Proposed Fee Schedule 2018/19

AGENDA DESCRIPTION:

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

Public hearing to consider adoption of resolution to increase various fees charged by Mono County for providing emergency medical services.

RECOMMENDED ACTION:

Conduct public hearing. Consider and potentially adopt resolution to increase various fees charged by Mono County for providing emergency medical services.

FISCAL IMPACT:

The fee increase ranges from 3.9% to 4.5% more than the FY 2017-18 fees. The potential increase in billing revenues, if collected, is \$45,000.

CONTACT NAME: Chris Mokracek

PHONE/EMAIL: (760) 924-4632 / cmokracek@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> ICEMA Ambulance Rate Adjustment 2018-19
<input type="checkbox"/> Resolution EMS Fees 18-19
<input type="checkbox"/> Exhibit - EMS Fees Resolution

History

Time	Who	Approval
8/9/2018 6:49 PM	County Administrative Office	Yes
8/10/2018 9:33 AM	County Counsel	Yes
8/9/2018 1:51 PM	Finance	Yes

COUNTY OF MONO

DEPARTMENT OF EMERGENCY MEDICAL SERVICES

P.O. Box 511 | 199 Twin Lakes Rd. Bridgeport, CA 93517 * (760) 932-5485 * mono.ca.gov/ems

DATE: August 14, 2018
TO: Honorable Board of Supervisors
FROM: Chris Mokracek, EMS Chief
SUBJECT: FY 2018-19 Ambulance Rate Adjustment

Recommendation:

Adopt Resolution 18-___, A resolution of the Mono County Board of Supervisors adopting a fee schedule for Emergency Medical Services for FY 2018-19, an ambulance transportation rate adjustment for EMS ground transport providers in Mono County.

Discussion:

The Inland Counties Emergency Medical Agency (ICEMA) reviews ground ambulance transport fees for each County under its jurisdiction on an annual basis. Fees are adjusted based on a survey of six similar areas and the measured price change in the Consumer Price Index (CPI) for medical transportation.

These fees were last updated for Mono County in FY2017-18 and are reflected in Resolution R-17-54. The authority for ICEMA to review and recommend changes to the ground transport fees are provided under the EMS Act and as the contracted Local Emergency Medical Authority (LEMSA) for Mono County.

These fees will apply to all ground ambulance transportation units in Mono County.

Fiscal Impact:

This fee schedule is a 4.5% increase over the FY2017-18 fees, with a potential increase of \$45,000 in billing revenue.



Inland Counties Emergency Medical Agency

1425 South D Street, San Bernardino, CA 92415-0060 • (909) 388-5823 • Fax (909) 388-5825 • www.icema.net

Serving San Bernardino, Inyo, and Mono Counties

Tom Lynch, EMS Administrator

Reza Vaezazizi, MD, Medical Director

DATE: May 22, 2018

TO: EMS Ground Transport Providers - Mono County

FROM: Tom Lynch
EMS Administrator

**SUBJECT: FY 2018-19 AMBULANCE RATE ADJUSTMENT
EFFECTIVE JULY 1, 2018 - JUNE 30, 2019**

The following represents the ICEMA approved ambulance rate adjustments for Mono County Ground Ambulance Providers, effective July 1, 2018. The attached "Ground Ambulance Service Rate Definitions" will be utilized in the application of the rates.

Ambulance Rate Components	Base Rate	Increase CPI + County Comparison	Final Rate
	FY 2017-18 Rate		FY 2018-19 Rate
	Rural/Wilderness Operating Areas	Rural/Wilderness Operating Areas	Rural/Wilderness Operating Areas
Advanced Life Support (ALS) Base Rate (All Inclusive)	\$1,740.90	\$78.71	\$1,819.61
ALS Non-transport	\$393.75	\$15.39	\$409.14
Basic Life Support (BLS) Rate	\$1,295.70	\$50.64	\$1,346.34
Emergency Fee	\$85.63	\$3.35	\$88.98
Oxygen	\$169.86	\$6.64	\$176.50
Night Charge	\$196.10	\$7.66	\$203.76
Critical Care Transport	\$1,873.74	\$73.23	\$1,946.97
Mileage (per mile or fraction thereof)	\$38.85	\$1.52	\$40.37
Wait Time	\$73.41	\$2.87	\$76.28
EKG	\$108.26	\$4.23	\$112.49

If you have any questions regarding the above listed rates, please contact me at (909) 388-5823 or via e-mail at tom.lynch@cao.sbcounty.gov or George Stone, Program Coordinator, at (909) 388-5807 or via e-mail at george.stone@cao.sbcounty.gov.

TL/GS/mae

Attachment

c: File Copy

BOARD OF DIRECTORS

Robert A. Lovingood
Chairman
First District

Jan Rutherford
Second District

James Ramos
Third District

Curt Hagman
Vice Chairman
Fourth District

Josie Gonzales
Fifth District

Gary McBride
Chief Executive Officer

Ground Ambulance Service Rate Definitions
San Bernardino County
Effective July 1, 2017

NOTE: Rates are allowable only upon transport of a patient.

BLS All Inclusive Base Rate:

1. When an EMT staffed ambulance responds to a call; or
2. When an advanced life support (ALS) or limited advanced life support (LALS) staffed ambulance responds to a scheduled call when BLS requested or ALS or LALS intervention is not provided.

ALS All Inclusive Base Rate:

Any response of an approved ALS (paramedic) or LALS (AEMT) transport provider to a request for service. This charge will include, but not necessarily be limited to, the provision of the following:

1. An authorized ALS or LALS staffed and equipped ambulance response.
2. Care modalities including cardiac monitoring, telemetry, IV administration, drug administration, defibrillation, blood draw, wound dressing, splinting and disposable first aid and medical supplies related to such care and treatment.

Emergency:

Applies to BLS All Inclusive Base Rate when a BLS response is upgraded to emergency status either in response or during transport. **This charge is included in the ALS All Inclusive Rate and cannot be charged in addition to the ALS All Inclusive Rate.**

ECG Monitoring:

Applies when ECG Monitoring is performed as per protocol or base hospital order. **This charge is included in the ALS All Inclusive Base Rate and cannot be charged in addition to the ALS All Inclusive Base Rate.** In most cases, this charge is broken out as a line item for Medi-Cal which does not recognize the charge in the ALS All Inclusive Base Rate.

EMS Aircraft - Appropriate fee for service:

EMS ground transportation providers may charge All Inclusive Base Rate when;

1. Ambulance personnel and/or equipment are directly involved in patient care prior to the transport and transfer of patient(s) to EMS aircraft.
2. Provider's supplies and/or procedures are utilized at rate specified in current San Bernardino County ambulance rates.
3. Approved mileage rate from point of transport by ground ambulance to transfer site to EMS aircraft.

Mileage:

Applies for each patient mile or fraction thereof from point of pick-up to destination.

Night:

Applies for services provided between the hours 1900 and 0659, military time.

Oxygen:

Applies for services provided whenever oxygen is administered. This charge is inclusive of material such as tubing, masks, etc., which may be used for the administration of oxygen.

Wait Time:

Applies to scheduled calls and is charged per 15 minutes of waiting time, or portion thereof, after the first 15-minute period lapse occurs when an ambulance must wait for a patient at the request of the person/organization hiring the service. This rate is not contractual "stand-by" charge rate for special events.

Specialty Care Transport:

Applies to transportation provider's medical personnel at a level not in a paramedic's scope of practice; or utilization of specialized equipment or specialized vehicle, based upon patient's needs. Examples of Specialty Care Transport may include Neonatal incubator and/or team transport, Bariatric unit transport, high-risk maternal team transport, ALS Respiratory Therapist transport or other licensed medical personnel.



R18-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING FEE SCHEDULE FOR
EMERGENCY MEDICAL SERVICES FOR FISCAL YEAR 2018-2019**

WHEREAS, Mono County departments are authorized and directed by applicable provisions of state law and the Mono County Code to provide various services, including emergency medical services;

WHEREAS, applicable provisions of state law and the Mono County Code authorize the County to charge fees for the services of its departments in amounts not to exceed the County's cost of providing such service;

WHEREAS, service fees now charged by Mono County for emergency medical services require adjustment to more accurately reflect the actual cost of providing such services;

WHEREAS, Mono County has established adjusted service fees specifically related to the direct cost to provide emergency medical services for fiscal year 2018-2019;

WHEREAS, all adjustments to service fees charged for emergency medical services provided by Mono County which are reflected in the attached exhibit reflect no more than the actual cost to provide the service, and do not exceed the maximum fees permitted pursuant to applicable law;

WHEREAS, by definition, service fees for emergency medical services are not a 'tax' and are exempt from voter approval pursuant to California Constitution Code Article XIIC, section 1, paragraphs (e)(1) [charge for specific benefit conferred]/ (2) [charge for specific service provided]);

WHEREAS, the Mono County Board of Supervisors has conducted a duly noticed public hearing regarding the proposed adjusted service fees for emergency medical services set forth in the attached exhibit in accordance with applicable law;

1 **WHEREAS**, based on the testimony presented at public hearing, and the oral and written
2 staff report presented to the Mono County Board of Supervisors in connection with the public
3 hearing, the Board finds and determines that the adjusted service fees for emergency medical
4 services set forth in the exhibit to this Resolution will not exceed Mono County's costs of
5 providing the emergency medical services for which fees are charged; and

6 **WHEREAS**, the interests of transparency, efficiency and convenience would be
7 furthered by publishing a publicly available list of fees charged by Mono County for emergency
8 medical services.

9 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF
10 MONO RESOLVES:**

11 **SECTION ONE:** The fee rates for emergency medical services set forth on the exhibit
12 attached hereto are hereby adopted and shall take effect as of August 14, 2018. Any fees for
13 emergency medical services or other services provided by Mono County not modified by the
14 exhibit attached hereto shall remain in full force and effect.

15 **SECTION TWO:** This resolution shall not supersede or repeal any minute order or
16 other resolution of the Board, except to the extent that the amount of an existing fee is expressly
17 increased or otherwise modified by this Resolution.

18 **SECTION THREE:** The Mono County Finance Director is directed to maintain and
19 make available for public inspection the list of fees for emergency medical services provided by
20 Mono County attached as an exhibit hereto.

21 **PASSED, APPROVED and ADOPTED** this 14th day of August 2018, by the following
22 vote of the Mono County Board of Supervisors:

23 **AYES:**

24 **NOES:**

25 **ABSENT:**

26 **ABSTAIN:**

27 _____
28 Bob Gardner, Chair
29 Mono County Board of Supervisors

30 **ATTEST:**

31 **APPROVED AS TO FORM:**

32 _____
33 Clerk of the Board

34 _____
35 County Counsel

MONO COUNTY EMERGENCY MEDICAL SERVICES
GROUND AMBULANCE RATES EFFECTIVE AUGUST 14, 2018

Advanced Life Support (ALS) Base Rate (All Inclusive)	\$1,819.61
ALS Non-Transport	No Charge
Basic Life Support (BLS) Rate	\$1,346.34
Emergency Fee	\$88.98
Oxygen	\$176.50
Night Charge	\$203.76
Critical Care Transport	\$1,946.97
Mileage (per mile or fraction thereof)	\$40.37
Wait Time (per 15-minute interval)	\$76.28
EKG	\$112.49



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 14, 2018

Departments: CAO, Public Works, IT

TIME REQUIRED 90 minutes (45 minute presentation, 45 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Tony Dublino

SUBJECT 5-Year Capital Improvement Program

AGENDA DESCRIPTION:

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

Workshop to consider capital improvement program process, review current programming and scheduling of projects, and consider the financial resources and staffing requirements to complete and deliver these projects.

RECOMMENDED ACTION:

Receive workshop, consider process and current programming of projects, and provide any direction to staff.

FISCAL IMPACT:

None at this time, informational only.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760-932-5415 / tdublino@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> CIP Draft
<input type="checkbox"/> CIP Appendix A
<input type="checkbox"/> CIP - Budget Overview

History

Time	Who	Approval
8/9/2018 12:18 PM	County Administrative Office	Yes

8/9/2018 2:47 PM

County Counsel

Yes

8/9/2018 4:58 PM

Finance

Yes



County of Mono

County Administrative Office

Leslie L. Chapman
County Administrative Officer

Tony Dublino
Assistant County Administrative Officer

Dave Butters
Human Resources Director

Jay Sloane
Risk Manager

Date: August 14, 2018
To: Honorable Board of Supervisors
From: Tony Dublino, Assistant CAO

Subject: Capital Improvement Program Workshop

Recommended Action:

Receive workshop, consider process and current programming of projects, and provide any direction to staff.

Fiscal Impact:

None at this time, informational only.

Discussion:

On February 13, 2018, the Board received a presentation outlining the development of a 5-year Countywide Capital Improvement Program. At that meeting, the County's current and future needs for major capital investments were discussed, including facilities, roads, technology, and communications infrastructure needs.

A 5-year Capital Improvement Program will allow the County to identify and plan for capital improvements in a way that considers available financial resources as well as staff resources.

In the months since, staff from involved departments have developed estimates on the financial needs and staff resources relating to each project. The data has been aggregated and now allows for the presentation and workshop of the 'Draft' 5-year CIP.

Today, staff will explain the data behind the Draft 5-Year CIP, and will invite Board input into the established process as well as the programming (scheduling) of projects. A final 5-Year CIP will come before the Board for adoption as part of the Phase 2 budget process in September.

The proposed programming of capital projects is reflective of staff resources, and assumes the necessary financial resources for funding purposes will be available when needed—if there are additional financial resources to pursue projects more quickly, that does not necessarily mean there will be staff available to advance those projects. The Board should understand that accelerating this schedule may create a need for additional staffing to manage and deliver these projects, and that a lack of available funding will delay project delivery.

If you have any questions regarding this item, please contact me at (760) 932-5415.

Respectfully submitted,



Tony Dublino
Assistant CAO

MONO COUNTY
5-YEAR CAPITAL IMPROVEMENT PLAN
FISCAL YEARS 2019 – 2024



Mono County Courthouse 1920s



Mono County Courthouse 2018



DRAFT

August 14, 2018

Prepared by:

Assistant CAO Tony Dublino

Contributors:

CAO Leslie Chapman

Finance Director Janet Dutcher

Facilities Superintendent Joe Blanchard

County Engineer Garrett Higerd

Information Technology Director Nate Greenberg

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Project Programming Process

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EXECUTIVE SUMMARY

Mono County maintains 685 miles of roads, 200,000 square feet of space within 93 County-owned buildings, 12 mountain-top radio repeater sites, 68 acres of parks, and an 800-acre ranch. The preservation of these assets and the addition of new infrastructure is an essential component to the County's fiscal health, and its ability to maintain and enhance services.



Capital Improvement Plans, both short-term and long-term, are commonplace in all forms of business and government. The intent of the County's 5-Year Capital Improvement Plan (CIP) is standard—to identify the anticipated investments in property assets countywide over the next 5 years, and to chart a course for implementation that is based on countywide priorities and anticipated resources.

The County's property assets, and resources necessary to maintain and develop them, have historically been managed by individual County Departments. These Departments have set priorities, made recommendations to the Board, and those recommendations have been considered individually. The approach has been effective over the years, has resulted in the successful funding and implementation of numerous infrastructure improvements, but has not facilitated decisions within a countywide context.

The County has taken steps over the last several years to provide this countywide context. The County's Strategic Plan establishes priorities, many of which relate to the maintenance and enhancement of County infrastructure and services. The Project Approval Process, approved by the Board in April 2014, is another example of efforts to create a Countywide context for decision making on various projects. A countywide approach to capital improvement funding is one of the tenants of "Fiscal Resilience," an effort advocated for by CAO Leslie Chapman and Finance Director Janet Dutcher.

The proposed CIP is one by which *Primary Infrastructure Projects* have been identified and prioritized by individual Department leaders, *Enhancement Projects* have been requested, reviewed, and prioritized by the Project Review Committee, and the resulting CIP combines all projects into a single 5-year plan. This countywide plan is annually presented to the Board for consideration, direction and approval.



OVERVIEW

The 5-Year CIP – What is It?

The 5-Year CIP is a tool that sets mid-range policy direction for the implementation of projects, in consideration of the County's available financial, and staff resources. Although it is a 5-year planning document, the CIP is updated and presented annually, allowing the Board to refine direction as different needs and desires emerge.

The CIP fulfills established policy stating the CAO shall "recommend to the board of supervisors an annual county operating budget based upon long-range plans for acquiring, constructing, or improving buildings, roads, and other county facilities" (Mono County Code 2.84.070 B.)

The inclusion of a project on an approved 5-Year CIP does not ensure the project will be implemented exactly as programmed, but charts a reasonable and achievable course, based on anticipated financial and staff resources.

The CIP itself becomes a guide for public review of the County's major capital investment objectives and facilitates public discussion about project needs and priorities. It establishes a long-range fiscal management tool to assist County leaders with anticipating and planning for major capital expenses looming in future years, by accumulating resources prior to initiating projects.



The CIP provides perspective on the wide range of County needs, creating a countywide context to make significant investment decisions that considers the recommendations of staff as well as the public.

It is important to note that the CIP identifies *possible* projects for consideration for approval by the Board of Supervisors. Inclusion of a project in the adopted Final CIP does not constitute approval for the project to proceed by the Board of Supervisors. Each project proposal concept and funding plan must be

reviewed and approved by the Board of Supervisors at various stages of project development, prior to proceeding.

Regular updates to the CIP will be necessary to refine estimates and descriptions of projects, and may result in projects expanding, changing, or being deleted. The broad purpose of this plan is to forecast future major capital expenditure needs, and to plan accordingly.

The CIP consolidates projects from numerous County Departments including transportation maintenance plans, facilities development plans for various departments and service needs, IT plans for radio infrastructure, the Sheriff and EMS facilities, Behavioral Health housing needs, and community-driven enhancement projects.

The 5-Year CIP will be presented to the Board for adoption as a companion document to the 'Phase 2' Mono County Budget Process, following the identification of carry-over fund balance from the prior year. The County's Final Budget will address priorities and funding for annual operational, maintenance and service obligations for Mono County functions. The CIP will enable a plan and strategy for funding large, one-time capital expenses over the coming five-year period.



Consistency with the County's General Plan

County Planning staff review the list of projects to evaluate whether each is consistent with the standards, goals and objectives of the County's General Plan and related specific plans. County staff provides reference to the specific plans adopted by the County and make a recommendation to the County's Planning Commission. The County Planning Commission then makes a final determination of the CIP's consistency with the General Plan. On XXX, XXX the Mono County Planning Commission considered the Recommended Proposed Capital Improvement Plan for Fiscal Years 2019-2024 and found the proposed Plan to be in conformance with the Mono County General Plan.

DEVELOPMENT OF THE CAPITAL IMPROVEMENT PLAN

The CIP includes two types of Projects: Primary Infrastructure Projects, and Enhancement Projects. The CIP helps to ensure adequate financial and staff resources exist for the construction, maintenance, and future planning for both types of projects.

Primary Infrastructure Projects

Primary Infrastructure Projects are those that involve critical County infrastructure: Roads, County office buildings that are utilized daily, the County Jail, and other infrastructure such as radio towers and communications systems. The people responsible for identifying the needs are generally the Division Leaders and Directors within related County Departments. Using the County's Strategic Plan and

Priorities, these managers develop plans for infrastructure and equipment that advances those strategic goals. Those plans are then aligned with available funding, where available.



The projects identified by these managers do not go through a Project Review Process. They are not considered optional, and the programming and implementation of these projects is based on funding and staff availability.

These projects reflect only maintenance and improvements to infrastructure that is necessary to maintain vital and mandated County services, or to make improvements to infrastructure necessary due to evolving legal requirements, safety concerns, or other issues.

Enhancement Projects

In addition to the primary infrastructure that support vital County services, there are also projects that are proposed to enhance County services, or to provide a newly identified benefit to the communities. These projects often involve enhancements to community centers and parks, or enhancements of County facilities that will improve the delivery of services, security, or efficiency of operations. Enhancement Projects can be requested by individual County staff members, Department Heads, or community members. These projects may reflect improvements to existing infrastructure, may reflect a re-invention or re-purposing of existing infrastructure, or may be entirely new infrastructure.

All proposed projects are subject to the Project Review Process, and must be consistent with the County's Strategic Goals and priorities. The Project Review Process involves the submittal of a Project Request Form to the Public Works Department. The "Project Review Committee" convenes quarterly meetings to review the requests, and evaluates them based on the following criteria:

- Strategic Plan Alignment
- Safety
- ADA
- Legal requirements
- Community needs
- Department needs
- Funding

The results of that evaluation generates a ranking that staff utilizes to propose the CIP. The resulting proposal is presented to the Board on an annual basis, to confirm that it aligns with the Board's priorities, and strategic goals.

Capital Planning and Operational/Maintenance Planning

Capital Improvement Projects, for the purposes of this Capital Improvement Plan, are defined as one-time major expenditures exceeding \$25,000 for construction or acquisition efforts. It has been determined that projects exceeding \$25,000 require a certain degree of planning using both financial and staff resources. Typically, these are large one-time equipment and technology acquisitions including heavy equipment replacement, new software acquisition, property acquisition, construction of facilities and infrastructure, major remodeling projects, and demolition efforts.

The CIP does not include recurring costs for maintenance and operations or other planned or unplanned repairs normally covered in the County's budget on an annual basis. Ongoing costs for routine maintenance and budgeted maintenance reserves, depreciation, etc. are included in various Department's operating budgets.

Notwithstanding, some maintenance projects have a high level of interested stakeholders, or Board members. To accurately reflect the work and prioritization of maintenance projects with an estimated cost of under \$25,000, the Facilities Division of Public Works will present a 5-year list of anticipated maintenance projects that it intends to perform as part of its annual operating budget. This list will be presented as a companion item to the CIP, allowing the Board to provide direction into the programming of those smaller-scale projects, within a broader context.

Ongoing Operations and Maintenance Costs

An integral part of planning for capital projects, large and small, is to ensure that funding is available for the inevitable operating and maintenance costs that will be incurred once a project is complete. These include: additional staffing, utilities, debt service payments, and Cost Allocation Plan (CAP) charges. In addition to identifying financial needs for implementing projects, the CIP also provides an opportunity to recognize upcoming changes in operational costs and make budgetary adjustments as necessary.

PROJECT PROGRAMMING PROCESS

Capacity Analysis

Each CIP Project requires a certain amount of financial resources and staff resources. Identifying those needs several years in advance, and considering all projects together, allows the County to plan for 5 years in a County-wide context.

In considering the financial impacts of all proposed projects over a 5-year period, it is possible to establish a strategic financial approach, to 'smooth out' the financial peaks and valleys that may occur from year-to-year and ensure funding is available when needed to carry out projects.

Successful implementation of projects is not only about financial resources—it is also about staff resources. Each project will require a certain amount of staff time to manage the project, to provide environmental review, and administrative and/or legal support. It is imperative to recognize the demands these projects will place on staff resources and compare them to existing staff availability to ensure that the County has adequate staffing in place to carry out the projects as projected.

Staff Resources

Once the Primary Infrastructure Projects and the prioritized Enhancement Projects have been identified, the estimated staff resources necessary to deliver the projects are considered. Those considerations inform the ‘programming’ of the projects, or the assigning of a given fiscal year (or multiple fiscal years in some cases) for the implementation of the project. With this exercise, it is possible to program projects in such a way that will not overwhelm available staff resources in a given fiscal year.

After reconciling the demands on staff resources with available staff resources, the projects can then be programmed in accordance with anticipated financial resources.

Financial Resources

General Fund

Projects that appear as “General Fund” projects are those that do not have a devoted internal or external funding source, other than discretionary resources within the County General Fund. As such, these projects compete for scarce discretionary resources. There are always more good ideas than can be paid for by the County General Fund, so the Strategic Plan and Priorities are used to guide the programming in light of available General Fund resources.



Non-General Fund

Most projects on the 5-year CIP are non-general fund projects. This means they have some source of funding outside of the County’s discretionary General Fund. This does not mean that the funds are not “County” funds – many of them are – but that they are separate from the General Fund. In many cases, Non-General Fund Projects still have General Fund impacts in the form of required cash contributions, in-kind matches.

For example, the Solid Waste projects are funded through the Solid Waste Enterprise Fund. These are technically County funds, but do not impact the County’s General Fund on an annual basis.

Another example are projects funded by the local County Service Areas (CSA). These are projects that are proposed to be funded with special revenues that are collected through voter-approved special taxes that appear on property tax statements. Again, these CSA funds also have limits that must be acknowledged.

Another (and the largest) example of Non-General Fund projects are the Road projects. These projects are funded through a variety of restricted revenue sources, including the recently passed gas tax SB1, the State Transportation Improvement Program (STIP) and Highway User Tax, among others.

Although these funds are separate from the County General Fund, each of these funds have annual revenue projections. The CIP enables a 5-year view of each of these funding sources that can identify any over-allocation of those accounts.

DRAFT

APPENDIX A – CAPITAL IMPROVEMENT PLAN DETAILS

DRAFT

Project	Amounts in thousands	FY18-19		FY19-20		FY20-21		FY21-22		FY22-23		Beyond 5 years	
		Estimate	GF	Other	GF	Other	GF	Other	GF	Other	GF	Other	GF
Davison House Demo/Sale	\$0	\$ -	\$ -										
Behavioral Health Housing	\$0												
South County Government Center	\$20,500	\$ 90	\$ 15,000		\$ 5,410								
Bridgeport 395 Banner	\$0												
Long Term Radio	\$5,285				\$ 500		\$ 500		\$ 4,000		\$ 285		
Short Term Radio	\$1,425	\$ 285		\$ 285		\$ 285		\$ 285		\$ 285			
Phones	\$180	\$ 180											
Storage: Sheriff	\$25				\$ 25								
Storage: Bridgeport	\$25							\$ 25					
Storage: Mammoth Lakes	\$35									\$ 35			
Network Upgrades	\$70		\$ 20		\$ 25		\$ 25						
Dispatch Upgrades/Move	\$200						\$ 200						
Mammoth BOS Room VTC	\$10		\$ 10										
Bridgeport BOS Room VTC	\$25									\$ 25			
Town/County Conference Room VTC	\$5		\$ 5										
Bridgeport Jail Project	\$27,000		\$ 500		\$ 500		\$ 500		\$ 13,000		\$ 12,500		
Systemic Safety Analysis Report	\$50		\$ 50										
County-wide Fog Seal and Stripe	\$616		\$ 616										
Highway Bridge Program Inventory Update	\$30		\$ 30										
Rimrock ZOB Preventative Maintenance	\$14		\$ 14										
Bryant Field & Lee Vining Airport Runway Fog Seal	\$62		\$ 62										
Aerial and topographic mapping	\$30		\$ 30										
Airport Road Rehabilitation	\$1,566		\$ 31		\$ 135		\$ 1,400						
Eastside Lane Overlay/In-Place Recycle - Phase 1	\$1,150		\$ 1,150										
Long Valley Streets Rehabilitation	\$2,550				\$ 300		\$ 2,250						
County-wide Fog Seal and Stripe - Phase 2	\$180		\$ 180										
Mono City Slurry Seal & Dig-outs	\$100		\$ 100										
Benton Crossing Road Slurry Seal - Phase 1	\$400		\$ 400										
South Landing Road Overlay	\$440		\$ 440										
Hackney Drive/Shop Road Rehabilitation	\$250		\$ 250										
Highway Safety Improvement Program Project	\$550		\$ 50		\$ 500								
Twin Lakes Road Slurry Seal	\$1,000				\$ 1,000								
Virginia Lakes Road Slurry Seal	\$1,000				\$ 1,000								
Benton Crossing Road Slurry Seal - Phase 2	\$520				\$ 520								
Eastside Lane Overlay/In-Place Recycle - Phase 2	\$2,810						\$ 2,810						
Cunningham Lane Bridge Replacement	\$1,750						\$ 250		\$ 1,500				
Benton Crossing Road Overlay/In-Place Recycle	\$2,960								\$ 2,960				
Cemeteries: Layout, Database & Plot Markers	\$15	\$ 5		\$ 5		\$ 5							
North County Campus Solar Project	\$0												
Crowley Lake Road Shop Sand/Oil Separator	\$0												

June Lake Fire Escape Road	\$0												
Conway Summit Comm Vault Re-Siding	\$20	\$	20										
Conway Summit Comm Vault Re-Roof	\$20	\$	20										
Lundy Campground Improvements	\$10	\$	10										
Install 10,000 Gallon Water Storage Tanks	\$25	\$	25										
CLCC Pergola	\$90				\$	90							
Walker Campus 2/So Tennis Court	\$115	\$	115										
Walker Campus 3/North Tennis Court	\$40					\$	40						
Walker Wellness Center Pergola	\$8	\$	8										
Benton Ballfield Phase 1	\$10			\$	10								
DA's Office Security Remodel	\$15			\$	15								
Hess Park Solar Pavillion	\$95	\$	60				\$	35					
BP Animal Shelter Kennel Improvement	\$12	\$	12										
Walker Campus 1/Parking	\$40					\$	40						
Benton Road Shop Demo/Reconstruct	\$750										\$	750	
Bridgeport Animal Shelter demo/Reconstruct	\$600										\$	600	
Lee Vining Road Shop Demo/Reconstruct	\$900										\$	900	
Bridgeport Medic 7 Demo/Reconstruct	\$360										\$	360	
Walker Road Shop Demo/Reconstruct	\$600										\$	600	
Chalfant Community Center Demo/Reconstruct	\$600										\$	600	
BP Courthouse Prep and Paint	\$100										\$	100	
BP Museum Prep, paint, new roof	\$100										\$	100	
BP Marina new roof	\$15										\$	15	
BP Historic Jail new roof	\$15										\$	15	
Countywide Tennis Court Replacement	\$800										\$	800	
Hess Park Historic Facility Relocation	Unknown												
AVSCW Recycling Relocation	Unknown												
June Substation Museum	Unknown												
PVLF - New Ops	Unknown										\$	-	
Benton Crossing Landfill Closure	\$5,520										\$	5,520	
CARB Replacement 10-wheeler	\$253	\$	253										
CARB Replacement 10-wheeler	\$253	\$	253										
CARB Replacement 10-wheeler	\$253	\$	253										
CARB Replacement Transport Truck	\$195	\$	195										
CARB Replacement Transport Truck	\$195	\$	195										
CARB Replacement Grader	\$315	\$	315										
CARB Replacement Grader	\$315				\$	315							

CARB Replacement Grader	\$315				\$ 315									
CARB Replacement 10-wheeler	\$253				\$ 253									
CARB Replacement 10Wheeler	\$253						\$ 253							
CARB Replacement Loader with Blower	\$541						\$ 541							
CARB Replacement 10-wheeler	\$253								\$ 253					
CARB Replacement Loader with Blower	\$541								\$ 541					
CARB Replacement Transport Truck	\$195													\$ 195
CARB Replacement Lube/Service Truck	\$250													\$ 250
CARB Replacement Lube/Service Truck	\$250													\$ 250
CARB Replacement Grader	\$350													\$ 350
CARB Replacement Grader	\$350													\$ 350
CARB Replacement Grader	\$350													\$ 350
TOTALS	\$89,368	\$ 708	\$ 20,524	\$ 315	\$ 10,888	\$ 370	\$ 8,764	\$ 285	\$ 22,279	\$ 285	\$ 18,365	\$ 4,840	\$ 1,745	

DRAFT

By Fiscal Year:
FY 18/19

Project	FY18-19	
	GF	Other
Davison House Demo/Sale	\$ -	\$ -
South County Government Center	\$ 90	\$ 15,000
Short Term Radio	\$ 285	
Network Upgrades		\$ 20
Mammoth BOS Room VTC		\$ 10
Town/County Conference Room VTC		\$ 5
Bridgeport Jail Project		\$ 500
Systemic Safety Analysis Report		\$ 50
County-wide Fog Seal and Stripe		\$ 616
Highway Bridge Program Inventory Update		\$ 30
Rimrock ZOB Preventative Maintenance		\$ 14
Bryant Field & Lee Vining Airport Runway Fog Seal & Stripe		\$ 62
Aerial and topographic mapping		\$ 30
Airport Road Rehabilitation		\$ 31
Eastside Lane Overlay/In-Place Recycle - Phase 1		\$ 1,150
County-wide Fog Seal and Stripe - Phase 2		\$ 180
Mono City Slurry Seal & Dig-outs		\$ 100
Benton Crossing Road Slurry Seal - Phase 1		\$ 400
South Landing Road Overlay		\$ 440
Hackney Drive/Shop Road Rehabilitation		\$ 250
Highway Safety Improvement Program Project		\$ 50
Cemeteries: Layout, Database & Plot Markers	\$ 5	
Conway Summit Comm Vault Re-Siding		\$ 20
Conway Summit Comm Vault Re-Roof		\$ 20
Lundy Campground Improvements		\$ 10
Install 10,000 Gallon Water Storage Tanks	\$ 25	
Walker Campus 2/So Tennis Court	\$ 115	
Walker Wellness Center Pergola	\$ 8	
Hess Park Solar Pavillion		\$ 60
BP Animal Shelter Kennel Improvement		\$ 12
CARB Replacement 10-wheeler		\$ 253
CARB Replacement 10-wheeler		\$ 253
CARB Replacement 10-wheeler		\$ 253
CARB Replacement Transport Truck		\$ 195
CARB Replacement Transport Truck		\$ 195
CARB Replacement Grader		\$ 315
TOTALS	\$ 708	\$ 20,524

Projects Programmed in Fiscal Year FY 19/20

Project	Amounts in thousands	FY19-20	
		Cost Estimate	GF Other
South County Government Center	\$20,500		\$ 5,410
Long Term Radio	\$5,285		\$ 500
Short Term Radio	\$1,425	\$ 285	
Storage: Sheriff	\$25		\$ 25
Network Upgrades	\$70		\$ 25
Bridgeport Jail Project	\$27,000		\$ 500
Airport Road Rehabilitation	\$1,566		\$ 135
Long Valley Streets Rehabilitation	\$2,550		\$ 300
Highway Safety Improvement Program Project	\$550		\$ 500
Twin Lakes Road Slurry Seal	\$1,000		\$ 1,000
Virginia Lakes Road Slurry Seal	\$1,000		\$ 1,000
Benton Crossing Road Slurry Seal - Phase 2	\$520		\$ 520
Cemeteries: Layout, Database & Plot Markers	\$15	\$ 5	
CLCC Pergola	\$90		\$ 90
Benton Ballfield Phase 1	\$10	\$ 10	
DA's Office Security Remodel	\$15	\$ 15	
CARB Replacement Grader	\$315		\$ 315
CARB Replacement Grader	\$315		\$ 315
CARB Replacement 10-wheeler	\$253		\$ 253
TOTALS	\$89,368	\$ 315	\$ 10,888

Projects Programmed in Fiscal Year FY 20/21

Project	FY20-21	
	GF	Other
Long Term Radio		\$ 500
Short Term Radio	\$ 285	
Network Upgrades		\$ 25
Dispatch Upgrades/Move		\$ 200
Bridgeport Jail Project		\$ 500
Airport Road Rehabilitation		\$ 1,400
Long Valley Streets Rehabilitation		\$ 2,250
Eastside Lane Overlay/In-Place Recycle - Phase 2		\$ 2,810
Cunningham Lane Bridge Replacement		\$ 250
Cemeteries: Layout, Database & Plot Markers	\$ 5	
Walker Campus 3/North Tennis Court	\$ 40	
Hess Park Solar Pavillion		\$ 35
Walker Campus 1/Parking	\$ 40	
CARB Replacement 10Wheeler		\$ 253
CARB Replacement Loader with Blower		\$ 541
TOTALS	\$ 370	\$ 8,764

Projects Programmed in Fiscal Year FY 21/22

Project	FY21-22	
	GF	Other
Project	FY20-21	FY20-21
Long Term Radio		\$ 4,000
Short Term Radio	\$ 285	
Storage: Bridgeport		\$ 25
Bridgeport Jail Project		\$ 13,000
Cunningham Lane Bridge Replacement		\$ 1,500
Benton Crossing Road Overlay/In-Place Recycle		\$ 2,960
CARB Replacement 10-wheeler		\$ 253
CARB Replacement Loader with Blower		\$ 541
TOTALS	\$ 285	\$ 22,279

DRAFT

Projects Programmed in Fiscal Year FY 22/23

Project	FY22-23	
	GF	Other
Long Term Radio		\$ 285
Short Term Radio	\$ 285	
Storage: Mammoth Lakes		\$ 35
Bridgeport BOS Room VTC		\$ 25
Bridgeport Jail Project		\$ 12,500
Benton Crossing Landfill Closure		\$ 5,520
TOTALS	\$ 285	\$ 18,365

CAPITAL IMPROVEMENT PLAN

FY 2019 - FY 2023 Budget Overview

GENERAL FUND PROJECTS	Estimated Project Costs	Funded	Unfunded (Needs)	% Unfunded
<i>Project requirements by fiscal year</i>				
FY 2018-19	\$ 2,212,000	\$ 807,000	\$ 1,405,000	64%
FY 2019-20	1,198,000	145,000	1,053,000	88%
FY 2020-21	1,364,000	135,000	1,229,000	90%
FY 2021-22	1,079,000	135,000	944,000	87%
FY 2022-23	285,000	135,000	150,000	53%
Beyond five years	6,585,000	-	6,585,000	100%
	<u>\$ 12,723,000</u>	<u>\$ 1,357,000</u>	<u>\$ 11,366,000</u>	<u>89%</u>

NON-GENERAL FUND PROJECTS	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022--23	Beyond five years	Totals
<i>Project requirements by fiscal year</i>							
	\$ 19,020,000	\$ 10,005,000	\$ 7,770,000	\$ 21,485,000	\$ 18,365,000	\$ -	\$ 76,645,000
<i>Funding sources:</i>							
Debt proceeds	15,000,000	5,410,000	-	-	-	-	20,410,000
User fees	45,000	50,000	25,000	25,000	60,000	-	205,000
Road related revenues (SB1, STIP, OWP, HSIP, etc)	3,403,000	3,455,000	6,710,000	4,460,000	-	-	18,028,000
Jail match	500,000	500,000	500,000	500,000	-	-	2,000,000
Jail - SB844	-	-	-	12,500,000	12,500,000	-	25,000,000
CSA	-	90,000	-	-	-	-	90,000
Animal welfare fund	12,000	-	-	-	-	-	12,000
Donations	60,000	-	35,000	-	-	-	95,000
Landfill closure reserve fund	-	-	-	-	5,520,000	-	5,520,000
	<u>19,020,000</u>	<u>9,505,000</u>	<u>7,270,000</u>	<u>17,485,000</u>	<u>18,080,000</u>	<u>-</u>	<u>71,360,000</u>
<i>Unfunded (Needs)</i>	<u>\$ -</u>	<u>\$ 500,000</u>	<u>\$ 500,000</u>	<u>\$ 4,000,000</u>	<u>\$ 285,000</u>	<u>\$ -</u>	<u>\$ 5,285,000</u>
<i>% Unfunded</i>	0%	5%	6%	19%	2%	0%	7%



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 14, 2018

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: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
No Attachments Available

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 14, 2018

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: Administrative Citation - Case No. 2016/026: Gloria Ma.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
8/9/2018 7:11 PM	County Administrative Office	Yes
8/9/2018 9:51 AM	County Counsel	Yes
8/9/2018 8:32 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 14, 2018

TIME REQUIRED

SUBJECT Afternoon Session

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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 August 14, 2018

Departments: Health

TIME REQUIRED 30 minutes

PERSONS APPEARING BEFORE THE BOARD Louis Molina

SUBJECT On-Site Wastewater Treatment Systems Ordinance

AGENDA DESCRIPTION:

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

An ordinance amending Chapter 14.04 of the Mono County Code, in order to implement the onsite wastewater treatment systems (OWTS) policy and local agency management program (LAMP), to synchronize the provisions set forth in the OWTS policy and the LAMP approved by the Regional Water Board.

RECOMMENDED ACTION:

Introduce, read title, and waive further reading of proposed ordinance ORD18-____, Superseding and replacing in its entirety Chapter 14.04 of the Mono County Code. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Louis Molina

PHONE/EMAIL: 760-924-1845 / lmolina@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Draft Ordinance
<input type="checkbox"/> Exhibit A - Ordinance
<input type="checkbox"/> Exhibit B - LAMP
<input type="checkbox"/> Resolution - Lahontan Approval of LAMP

History

Time	Who	Approval
8/9/2018 6:51 PM	County Administrative Office	Yes
8/9/2018 4:17 PM	County Counsel	Yes
8/9/2018 4:52 PM	Finance	Yes



MONO COUNTY HEALTH DEPARTMENT
Environmental Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284
P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

To: Honorable Board of Supervisors
From: Louis Molina, Environmental Health Director
Date: August 14, 2018
Subject: Onsite Wastewater Treatment Systems (OWTS) – Ordinance Revision

Recommended Action: Introduce, read title, and waive further reading of proposed ordinance superseding and replacing in its entirety Chapter 14.04 of the Mono County Code.

Fiscal Impact: None.

Discussion: On June 19, 2012, the California State Water Resources Control Board adopted the Water Quality Control Policy for Siting, Design, Operation, and Maintenance of Onsite Wastewater Treatment Systems (OWTS Policy), which established new statewide standards and/or regulations for the permitting and operation of onsite wastewater treatment systems (OWTS). The OWTS Policy recognizes the effectiveness of local permitting agencies and accordingly allows local permitting agencies to prepare local agency management programs (LAMP) that provide standards and criteria for the construction and implementation of new and replacement OWTSs that take into account, for example, the geographic and climatic conditions of a local area. Once approved by the local government or agency's governing body and the respective regional water quality control board, a LAMP may be used by a local government or agency to set standards and criteria for the approval of new and replacement OWTSs.

On June 5, 2018, the Mono County Board of Supervisors approved Mono County's LAMP, which includes siting, construction and reporting standards and criteria specific for OWTSs in Mono County. Thereafter, at its July 19, 2018 meeting, the Lahontan Region Water Quality Control Board (Regional Water Board) approved the County's LAMP with the adoption of Resolution No. R6V-2018-0037.

In order to implement the OWTS Policy and LAMP, the County must prepare and implement an ordinance adding to or amending its existing municipal code to synchronize the provisions set forth in the OWTS Policy and the LAMP approved by the Regional Water Board. Accordingly, the attached ordinance will supersede and replace in its entirety Chapter 14.04 of the Mono County Code to incorporate relevant provisions of the OWTS Policy and the County's LAMP.

For questions regarding this item, please call Louis Molina at 924-1845 or via email at lmolina@mono.ca.gov.

Submitted by: _____
Louis Molina, Environmental Health Director Date

Reviewed by: _____
Sandra Pearce, Public Health Director Date



ORDINANCE NO. 18 - __

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS
SUPERSEDING AND REPLACING CHAPTER 14.04 OF THE MONO COUNTY CODE
IN ITS ENTIRETY TO IMPLEMENT NEW REGULATIONS CONSISTENT WITH
THE CALIFORNIA STATEWATER RESOURCES CONTROL BOARD'S WATER
QUALITY CONTROL POLICY FOR SITING, DESIGN, OPERATION AND
MAINTENANCE OF ONSITE WASTEWATER TREATMENT SYSTEMS**

WHEREAS, in September 2000, the State of California enacted Assembly Bill No. 885, which amended the California Water Code to require the California State Water Resources Control Board ("State Water Board") to develop statewide standards and/or regulations for the permitting and operation of onsite wastewater treatment systems ("OWTS"); and

WHEREAS, on June 19, 2012, the State Water Board adopted Resolution No. 2012-0032, approving and adopting the Water Quality Control Policy for Siting, Design, Operation, and Maintenance of Onsite Wastewater Treatment Systems ("OWTS Policy"); and

WHEREAS, the OWTS Policy established a statewide, risk-based, tiered approach for the regulation and management of OWTS installations and replacements, and recognizes the effectiveness of local permitting agencies; and

WHEREAS, the County has prepared this ordinance to supersede and replace in its entirety Chapter 14.04 of the Mono County Code, which currently provides standards for and governs the regulation of sewage disposal systems, to establish standards and regulations consistent with the OWTS Policy for implementation in Mono County.

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

SECTION ONE: Chapter 14.04 of the Mono County Code is hereby superseded and replaced in its entirety as set forth in Exhibit A attached hereto and incorporated herein by this reference.

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

[CONTINUED ON NEXT PAGE]

1 **PASSED, APPROVED, AND ADOPTED** this _____ day of _____, 2018,
2 by the following vote, to wit:

3 **AYES:**

4 **NOES:**

5 **ABSENT:**

6 **ABSTAIN:**
7
8

9 _____
10 Bob Gardner, Chair
11 Mono County Board of Supervisors

12
13 **ATTEST:**

14 **APPROVED AS TO FORM:**

15 _____
16 Clerk of the Board

17 _____
18 County Counsel

EXHIBIT A

CHAPTER 14.04 – Onsite Wastewater Treatment Systems

14.04.010 Purpose and Intent

14.04.020 Definitions

14.04.030. General Provisions

14.04.040 Permits

14.04.050 New System Standards

14.04.060 Repair, Upgrades, Evaluation, Modification and Abandonment Standards

14.04.070 Servicing, Inspections and Reporting

14.04.080 Violations and Conflicting Provisions

14.04.090 Right of Entry

14.04.100 Remedies

14.04.110 Powers and Duties of the Administrative Authority

14.04.010. Purpose and Intent

The purpose of this chapter is to regulate onsite wastewater treatment systems as defined herein. It is the intent of the Board of Supervisors, in adopting this chapter, to ensure that onsite wastewater treatment systems are constructed, modified, repaired, abandoned, maintained, inspected and serviced in a manner that prevents environmental degradation and protects the health, safety and general welfare of the people of Mono County. This chapter is intended to implement and comply with the Water Quality Control Policy for Siting, Design, Operation, and Maintenance of Onsite Wastewater Treatment Systems (OWTS Policy), adopted by the California State Water Resources Control Board on June 19, 2012, and as may be amended, the policy and purpose of which is to protect water quality and public health.

14.04.020. Definitions

The definitions set forth in this section shall govern the construction of this chapter.

(A) “Accessible” means being readily reached and located and opened for purposes of servicing, inspection, repair, upgrade or modification, as defined in this chapter.

(B) “Accessory Dwelling Unit” or “ADU” means a room or set of rooms in a single-family home that has been designed or configured to be used as a separate dwelling unit and has been established by permit. ADUs generally include living, sleeping, and bathroom facilities, may include a kitchen, and have a

lockable entrance door. A detached ADU is a separate structure, normally in a backyard cottage or above a detached garage.

(C) "Adequate Access" means unobstructed tank ports with a minimum of a twenty inch (20") inside diameter.

(D) "Administrative Authority" means the Director of the Environmental Health Services Division of the Mono County Public Health Department, or a duly authorized representative thereof.

(E) "Alluvium" means unconsolidated rock and/or soil that has been redeposited and typically lies above consolidated bedrock.

(F) "Alternative Wastewater Treatment System" means an onsite wastewater dispersal field that consists of components other than a conventional or supplemental treatment system as defined in this chapter. Examples include, but are not limited to, "mound," "evapotranspiration," and "at grade" systems.

(G) "ANSI" means the American National Standards Institute.

(H) "Bedroom" means any room in a dwelling that has a door for privacy, a closet, and an egress window.

(I) "Bedrock" means any consolidated rock, either weathered or not, which usually underlies alluvium. Bedrock would include sedimentary rocks excluding alluvium. "Bishop Tuff" would be considered bedrock for the purposes of this chapter.

(J) "Building Official" means an employee of the Mono County Community Development Department, working in the Building Division, and works under the general supervision of the Department Director.

(K) "Cesspool" means an excavation with permeable sides and/or bottom that receives sewage, wastewater, or drainage and is designed to retain organic matter or solids but permits liquids to seep through the bottom or sides.

(L) "Community System" means a residential wastewater treatment system serving more than two single family housing units on a single lot or on more than two parcels; or commercial, industrial, or institutional systems that treat 2,500 gallons or more of domestic/sanitary wastewater per day (peak daily flow).

(M) "Conventional Onsite Wastewater Treatment System" means an onsite wastewater treatment system composed of a septic tank and a dispersal field that uses leach lines or a leach bed that is gravity fed.

(N) "Dispersal Area" means the location of a dispersal field and expansion area.

(O) "Dispersal Field" means a location used for discharge of liquid sewage effluent from a septic tank, dosing tank or treatment tank. Standard dispersal fields include, but are not limited to, leach lines, leach beds, and seepage pits.

(P) "Drywell" shall be synonymous with the term "Seepage Pit."

(Q) “Effluent” means the partially treated wastewater discharge from an onsite wastewater treatment system.

(R) “Emergency Repair” means a repair that is intended to immediately remedy a failing onsite wastewater treatment system where wastewater has surfaced and is a threat to health and safety or creates a nuisance as defined in this chapter.

(S) “Equivalent Dwelling Unit” or “EDU” means a unit of measure used for sizing a development based on the amount of waste generated from that development; the value used in implementation of these criteria is 250 gallons per day per EDU. For the purposes of these criteria, the discharge from a single-family dwelling is equal to one EDU. Senior citizen dwelling units and second units as defined in Government Code Sections 65852.1 and 65852.2 will not be considered as additional dwelling units.

(T) “Expansion Area” means an undeveloped area designated as a location for an additional or replacement dispersal field.

(U) “Failing Onsite Wastewater Treatment System” means any onsite wastewater treatment system where wastewater is no longer safely treated or discharged and presents a health risk to humans or adversely impacts the environment, as determined by the Administrative Authority. Evidence of a failing system includes, but may not be limited to:

- (1) A backup of sewage into a structure which is caused by a septic tank or dispersal area problem other than a plumbing blockage;
- (2) A discharge of sewage or onsite wastewater treatment system effluent to the surface of the ground that creates a health and safety concern, creates a nuisance, or contaminates the waters of the state;
- (3) A septic tank that requires pumping more frequently than once a year in order to provide adequate dispersal of sewage; or
- (4) Inability to use the system as intended.

(V) “Graywater System” means an onsite wastewater treatment system as defined by the California Plumbing Code.

(W) “Groundwater” means water located below the land surface in the saturated zone of the soil or rock. Groundwater includes perched water tables, shallow water tables, and zones that are seasonally or permanently saturated.

(X) “Inspection” means checking, observing, testing, and/or evaluating an onsite wastewater treatment system to determine the condition of an onsite wastewater treatment system.

(Y) “IAPMO” means the International Association of Plumbing and Mechanical Officials.

(Z) “Inspection Port” means a pipe installed directly into a leaching trench, mound system, and/or other dispersal field to monitor the performance of the system through visual inspection or collection of samples.

(AA) “Leach Line” means a subsurface soil absorption wastewater dispersal system installed in a trench, usually consisting of a perforated distribution pipe placed over gravel or other media and backfilled with

native material. For purposes of this chapter, “leach line” also includes a trench with gravel-less leaching chambers.

(BB) “Limiting Conditions” means geological, hydrological or soil conditions that restrict the ability of the soil in a dispersal field to eliminate effluent. Examples of limiting conditions may include but are not limited to: impervious material, bedrock, high groundwater, fractured rock, consolidated rock, and extreme percolation rates (less than one minute per inch or greater than 120 minutes per inch).

(CC) “Local Agency Management Program” or “LAMP” means the program used for implementation of the Tier 2 standards in the State Water Resources Control Board’s Policy for Siting, Design, Operation and Management of Onsite Wastewater Treatment Systems (OWTS Policy).

(DD) “Low Pressure Distribution” means a wastewater dispersal system of small diameter pipes equally distributing effluent throughout a trench or bed at greater than atmospheric pressure.

(EE) “Maintenance” means work related to the upkeep of a wastewater treatment system. Examples include, but are not limited to, any installation, repair or replacement of septic tank baffles, risers, tees, ells, tops, access port lids, pumps, and blowers. For purposes of this chapter, “maintenance” may also include cleaning of any wastewater treatment system components.

(FF) “Modification” means replacement or enlargement of any component of an onsite wastewater treatment system, not defined as “maintenance” or “repair” in this chapter, which results in a change in flow, capacity or design of the system.

(GG) “NSF” means the National Sanitation Foundation or NSF International, a not-for-profit, nongovernmental organization that develops health and safety standards and performs product certification.

(HH) “Nuisance” means an onsite wastewater treatment system that has created an obnoxious situation such as, but not limited to, unpleasant odors, saturated surface soils, or surfacing effluent.

(II) “Onsite Wastewater Treatment System” or “OWTS” means a system composed of a septic tank and a dispersal field and related equipment and appurtenances. Onsite wastewater treatment systems may also be referred to as septic systems, onsite sewage disposal systems, individual sewage disposal systems or private sewage disposal systems and may include alternative and supplemental treatment systems.

(JJ) “Onsite Wastewater Treatment System Policy” or “OWTS Policy” means the Water Quality Control Policy for Siting, Design, Operation, and Maintenance of Onsite Wastewater Treatments Systems adopted by the California State Water Resources Control Board with the approval of Resolution No. 2012-0032 on June 19, 2012.

(KK) “Operating Permit” means a written authorization to operate an OWTS issued by the Administrative Authority.

(LL) “Parallel Distribution” means a dispersal field in which the OWTS effluent is distributed simultaneously through a distribution box.

(MM) "Percolation Test" means a subsurface test conducted to measure the absorption rate of water in soil strata. The test is conducted after initial pre-saturation and results are usually expressed in minutes per inch.

(NN) "Person" means any individual, firm, partnership, association, corporation, estate, trust, joint venture, receiver, county, or other political subdivision, or any other group or combination acting as a unit.

(OO) "Primary Treatment" means temporary holding of wastewater in a septic tank where heavy solids can settle to the bottom while oil, grease and lighter solids float to the surface.

(PP) "Public Water System" means a system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly serves at least 25 individuals daily at least 60 days out of the year.

(QQ) "Qualified Contractor" means a contractor holding a license that is current and active from the Contractors State License Board for Plumbing (C-36), Sanitation Systems (C-42), or General Engineering Contractor (A). A contractor holding a license as a General Building Contractor (B) shall be considered a Qualified Contractor when constructing, modifying, or abandoning an OWTS as part of a larger construction project involving a new structure or major addition to an existing structure.

(RR) "Qualified Inspector" means a Registered Environmental Health Specialist, Professional Engineer, or Qualified Contractor or an individual that meets the requirements of the State OWTS Policy.

(SS) "Qualified Professional" means an individual licensed or certified by a State of California agency to design OWTS and practice as professionals for other associated reports, as allowed under their license or registration. Depending on the work to be performed and various licensing and registration requirements, this may include an individual who possesses a Registered Environmental Health Specialist certificate or is currently licensed as a Professional Engineer or Professional Geologist.

(TT) "Regional Water Quality Control Board" means, for the purposes of this chapter, the Lahontan Regional Water Quality Control Board, also known as California Regional Water Quality Control Board Region 6, which is one of nine regional water quality control boards in California. Each regional water quality control board is charged with protecting water quality and exercising rulemaking and regulatory activities within its jurisdictional boundaries. Each regional water quality control board is supported by and coordinates with the State Water Resources Control Board. Mono County falls within the Lahontan Regional Water Quality Control Board (Region 6).

(UU) "Registered Pumper" means a firm or person that pumps and/or hauls septage or wastewater from chemical toilets has been issued a registration by the Administrative Authority, and as otherwise outlined in the Mono County LAMP.

(VV) "Repair" means restoration, replacement, or alteration of any malfunctioning or damaged component of an OWTS except those defined in this chapter as maintenance.

(WW) "Secondary Treatment" means wastewater treatment which removes dissolved and suspended biological matter. Secondary treatment is typically performed by indigenous, water-borne microorganisms in a septic tank or treatment tank.

(XX) "Seepage Pit" means an excavation, typically cylindrical in shape and filled with rock, constructed for the purpose of disposing of sewage effluent from a septic tank or treatment tank.

(YY) "Septic Tank" means a water tight, compartmentalized, covered receptacle designed and constructed to: receive the discharge of sewage; separate the solids from the liquid; digest organic matter; store digested solids for a period of retention; and allow the resultant effluent to discharge from the tank to the dispersal field.

(ZZ) "Serial Distribution" means the distribution of septic tank effluent by gravity flow that progressively loads one section of a dispersal system to a predetermined level before overflowing to the succeeding section.

(AAA) "Servicing" means inspection pumping and cleaning of a septic tank, dispersal field, or other system components.

(BBB) "Severely Constrained Lot" means a lot of record that contains limiting conditions that prevent the installation of an OWTS that conforms to the provisions of this chapter.

(CCC) "Sewage" means any and all waste substance, liquid or solid, associated with human habitation, or which contains or may contain human or animal excreta or excrement, offal or any feculent matter. Industrial wastewater shall not be considered as sewage.

(DDD) "Shallow Drip System" means a treated wastewater dispersal system using filters, flexible tubing, drip emitters and a flushing mechanism to disperse directly to the soil without stone aggregate or chambers.

(EEE) "Subdrain" means an underground passage for the re-direction of water, typically made by filling a trench with loose stones and/or a perforated pipe and covering with earth. Subdrains are also called curtain drains, rubble drains or French drains.

(FFF) "Supplemental Treatment System" means an OWTS that utilizes engineered designs and/or technology to treat effluent to reduce one or more constituents of concern in wastewater. It may also be referred to as an Advanced Treatment System or Enhanced Treatment System. Examples include, but are not limited to, sand filters, textile filters and aerobic treatment units but do not include composting or incinerating toilets.

(GGG) "Tertiary Treatment" means wastewater that has already undergone primary and secondary treatment and will be disinfected prior to discharge.

(HHH) "Treatment Tank" means a tank other than a septic tank in which wastewater is acted on either by chemical or biological means, to reduce the concentrations of constituents of concern.

14.04.030. General Provisions

(A) Requirement for Adequate Wastewater Treatment

(1) Any structure, regardless of use, that produces wastewater shall have adequate wastewater treatment as required by the California Plumbing Code, as amended and adopted by Section 15.04.030 of the Mono County Code. Wastewater treatment shall either be accomplished by means of an approved OWTS or connection to a public sewer.

- (2) When a public sewer exists within 200 feet of a structure that produces wastewater, an OWTS will not be permitted and the structure must connect to the public sewer system.
- (3) The minimum daily design flow for residences shall be calculated using 150 gallons per day per bedroom.
- (4) The maximum allowable density for OWTS is two (2) Equivalent Dwelling Units (EDU) per acre, without a private well on the property, or 40,000 square feet for a lot with a single-family-dwelling served by an OWTS and a private well. An Accessory Dwelling Unit shall not be considered as a separate EDU.
- (5) Chemical toilets may be used only on a temporary or occasional basis.
- (6) A supplemental treatment system for new or replacement OWTS shall be required under any one of the following conditions:
 - a) Areas identified by the Regional Water Quality Control Board as having groundwater basins experiencing significant groundwater degradation due to OWTS.
 - b) Areas identified by the Regional Water Quality Control Board as having surface waters experiencing degradation due to OWTS.
 - c) On previously developed severely constrained lots where a repair is required but no conforming OWTS can be constructed.
- (7) Composting and incinerating toilets may only be utilized, with written permission from the Administrative Authority, when the residence or structure is also equipped with a standard toilet served by an OWTS, regardless of whether such OWTS is a conventional, alternative, or supplemental treatment system.
- (8) Graywater systems are allowed as per the requirements of the California Plumbing Code.
- (9) For OWTS utilizing parallel distribution for wastewater dispersal, each trench line shall be of equal length to the maximum extent practical. For dispersal systems using serial distribution, trenches shall be maintained at the shallowest depth possible and no deeper than five (5) feet below ground surface.

(B) Protection of OWTS

- (1) Each OWTS shall be located so as to be accessible for servicing, inspection, upgrades, modification and repairs.
- (2) Designated expansion areas shall not be developed in a manner that precludes their availability for the new dispersal field.
- (3) Each OWTS shall be designed, installed and maintained so as to prevent infiltration and exfiltration.
- (4) If subdrains discharge diverted water to subsurface soils, the minimum upslope separation from any dispersal field shall be twenty feet and the minimum down slope separation shall be fifty feet. If the subdrain is provided for the sole purpose of protecting the integrity of a

structure, such as a retaining wall, then the Administrative Authority may modify the separation requirements provided above.

(C) Permit Issuance Does Not Allow Continued Violation

The issuance of a permit or approval of plans shall not be deemed or construed to allow a violation of any of the provisions of the Mono County Code or California state law. The issuance of a permit or approval of plans shall not prevent the Administrative Authority from requiring the correction of errors in said permit or approved plans when a condition allowed in the approval is found to be in violation of the Mono County Code or California state law. Continued violation may result in administrative fines assessed to the responsible party pursuant to Chapter 1.12 of the Mono County Code.

(D) Prohibitions

(1) Discharges from a new OWTS are prohibited if they could result in noncompliance with state and county regulations.

(2) Seepage pits and cesspools are prohibited. Upon discovery, cesspools shall be properly abandoned and replaced with an OWTS that meets the requirements of this chapter. The continued use of a properly functioning, existing seepage pit will be evaluated on a case by case basis.

(3) Holding tanks are prohibited as a permanent method of sewage disposal for both residential and commercial applications. Approved vault toilets, such as those used in campgrounds, are exempt from this prohibition.

(4) Sewage dispersal shall not be permitted in fill material or on slopes greater than 30% unless it is specifically designed by a Registered Civil Engineer to accommodate the discharge without creating a nuisance or public health hazard as approved by the Administrative Authority.

(5) Discharge from an OWTS that exceeds peak design flow or maximum permitted capacity is prohibited.

(6) An OWTS that discharges above grade, including but not limited to sprinklers, exposed drip lines, and ponds is prohibited.

(7) Dispersal fields are prohibited in roadways, but may be allowed with prior approval of the Administrative Authority in designated parking areas if they are designed to withstand vehicle load ratings and are covered with a permeable surface.

(E) Industrial Operations

(1) Any industrial operation which generates wastewater other than, or in addition to, domestic wastewater shall have separate OWTS for the domestic and the industrial wastewater unless a single system is approved by the Regional Water Quality Control Board. Separate applications, plans, and specifications must be submitted for each system.

(2) Industrial wastewater may be subject to regulation by the Regional Water Quality Control Board.

(F) Inspections

(1) Inspections shall be scheduled with the Administrative Authority a minimum of two working days in advance of the time requested. Inspections are required prior to final covering of any components of a system.

(2) A Qualified Professional, with the approval of the Administrative Authority, may conduct construction inspections of an OWTS after excavation and prior to the placement of any rock or fill material. Prior to final approval, a signed report shall be submitted to the Administrative Authority confirming that the OWTS installation has been completed in accordance with the approved design. This does not preclude the normal inspection process associated with any other building permit or requirement.

(3) When the OWTS is installed outside the permitted/approved area, additional testing will be required, or approved by the Qualified Professional that designed the OWTS. The previously approved plans shall be revised to reflect the new location or design change.

(G) Permit Suspension and Revocation.

(1) The Administrative Authority may suspend or revoke a permit whenever it is determined that the permittee has violated any provisions of this chapter; has misrepresented any material fact in the permit application or supporting documents for such permit; and/or performed any work under the permit that has resulted in a nuisance.

(2) No person whose permit has been suspended or revoked shall continue to perform the work for which the permit was granted until, in the case of a suspension, the permit has been reinstated by the Administrative Authority. The permit shall not be reinstated until the violation causing the suspension has been abated.

(3) Upon suspension or revocation of any permit, if any work already done by the permittee has left an OWTS in such a condition as to constitute an emergency, the Administrative Authority may order the permittee to perform any work reasonably necessary to protect the health and safety of the public. No permittee or person who has held any permit issued pursuant to this chapter shall fail to comply with any such order.

(H) Professional Qualifications, Signatures, and Stamps

(1) An OWTS shall be designed by a Qualified Professional as defined by this chapter.

(2) In order to construct, modify, repair, abandon or replace any OWTS, a person must be a Qualified Contractor as defined by this chapter. However, a property owner may construct, repair or modify a system on his/her own property provided the owner complies with all the provisions of this chapter.

(3) A Qualified Inspector, Qualified Contractor, or professional engineer shall perform inspection, maintenance and servicing required by this chapter.

(4) Prior to approval by the Administrative Authority, percolation and performance test reports and final OWTS plans, shall have an original signature and stamp of the professional engineer or the Registered Geotechnical Engineer who performed the tests, wrote the reports and designed the onsite sewage treatment system.

14.04.040. Permits

No person shall construct, reconstruct, repair, modify, destroy, or abandon any OWTS or graywater system, or any portion thereof, without having first obtained a permit from the Administrative Authority. It shall be unlawful for any person to cover, abandon, destroy, modify, repair, conceal, or put into use an OWTS or graywater system, or any portion thereof, without having first obtained a permit and final approval from the Administrative Authority. Alternative systems and systems with supplemental treatment require an operating permit in conformance with Section 14.04.050(I) of this chapter which shall be issued by the Administrative Authority prior to the final approval of the construction of the OWTS.

(A) Applications

(1) An OWTS permit application shall be submitted on a form approved by the Administrative Authority for new construction, repair, abandonment or modification of an OWTS, alternative system, or graywater system. The application shall be accompanied by plans and specifications submitted in a format prescribed by the Administrative Authority. The approved application shall be deemed a permit to construct and will contain conditions that apply to the construction, operation and maintenance of the OWTS. The permit conditions shall be binding upon the property owner and successive property owners for the life of the system.

(B) Fees

(1) Submission of an application shall be accompanied by payment of all appropriate fees. The Board of Supervisors may, by resolution, adopt such fees as are allowed under California Health and Safety Code Section 101325 and may prescribe such terms and conditions as may be necessary to enable Mono County to recover the reasonable and necessary costs it incurs in administering this chapter.

(2) The Mono County Board of Supervisors shall determine fees for operating permits.

(C) Expiration

Construction permits shall expire by limitation and become null and void if the work authorized is not commenced within one (1) year from the date of issuance of the permit. If the work authorized by such permit is started and then suspended or abandoned for a period of one (1) year or longer, the work shall not be recommenced until a new permit is obtained. Upon written request from the applicant, the Administrative Authority may issue a one-time renewal of the permit for a maximum of one (1) year beyond the initial expiration date, provided that the plans, specifications, and site conditions have not changed. The renewal request must be received by the Administrative Authority prior to the expiration of the previously approved permit. When such renewal is authorized the work must comply with current requirements. Upon the expiration of a permit, no further work shall be performed unless a new permit is issued.

(D) Exemption for Maintenance and Servicing

OWTS maintenance and servicing, as defined in this chapter, may be performed by a Qualified Contractor without a permit as long as a written report of work performed is submitted to the Administrative Authority and such work complies with all codes, regulations, and procedures applicable

in Mono County at the time the maintenance is performed. The written report shall be submitted on a form approved by the Administrative Authority within 30 days of completion of the maintenance. If the report is not received by the Administrative Authority within 30 days of the completion of the maintenance or servicing, the Qualified Contractor may be subject to administrative fines pursuant to Chapter 1.12 of the Mono County Code.

(E) Transfers

An OTWS permit for operation, construction, modification, repair, or abandonment is not transferable. If there is a sale or transfer of a property upon which a permit has been issued and the work authorized in the permit was not completed by the previous owner, the new property owner must submit a new application.

(F) Zoning Clearance

Approval and/or appropriate permits to construct must be issued by the Mono County Community Development Department for any new structure utilizing an OWTS prior to the issuance of a permit to construct the OWTS.

(G) Administrative Fines and Penalties

Any person who commences work on an OWTS for which a permit is required, without first having obtained a permit, shall be required to obtain a permit and pay double the permit application fee established by the Mono County Board of Supervisors and may be subject to administrative fines pursuant to Chapter 1.12 of the Mono County Code.

(H) Suspension and Revocation

(1) The Administrative Authority may suspend or revoke any permit to construct, repair, modify, or abandon an OWTS, or any component of the system, issued pursuant to this chapter, whenever the permittee has violated any provisions of this chapter, misrepresented any material fact in the permit application or supporting documents for such permit, and/or performed any work that was not authorized under the permit or has created a nuisance.

(2) Any permittee whose permit has been suspended or revoked shall discontinue work for which the permit was granted until such permit has been reinstated or reissued.

(3) If the work halted by the suspension or revocation of a permit has left an OWTS in a condition that constitutes a safety hazard, a nuisance, or threatens public health, then the Administrative Authority may order the permittee to perform any work reasonably necessary to protect public health and safety or mitigate the nuisance, as provided in Section 7.20.010(D) the Mono County Code. If the permittee fails to mitigate the hazard or nuisance, the Administrative Authority may have the construction completed at the expense of the permit holder using and according to the process provided in Section 7.20.090(A) of the Mono County Code.

(I) Right to a Hearing

Any person, whose application for a permit has been denied, suspended, or revoked, may submit a request for an appeal hearing to challenge the denial, suspension, or revocation, to the Administrative Authority. The request must be submitted in writing to the Mono County Clerk in person or by mail

within 10 business days after the permit is denied, suspended, or revoked. When such denial, suspension, or revocation is sent by mail, the hearing must be requested within ten business days from the date the citation was postmarked. The request must specify the grounds upon which the appeal is submitted and should contain documentation that substantiates the reason for the appeal. As soon as practicable after receiving the written request for a hearing, the county administrative officer shall appoint a hearing officer who shall be a planning commissioner. The county administrative officer, or his or her designee, shall then fix a date, time, and place for the hearing. Written notice of the date, time, and place of the hearing shall be served at least 10 business days prior to the date of the hearing to the person to which the denial, suspension, or revocation was issued and to the property owner (if different), as well as anyone else who received formal notice of the citation. The hearing officer shall independently consider the facts of the case and shall draw his or her own independent conclusions as to the merits of the appeal. The order and decision of the hearing officer shall be the final administrative action of the county. The county clerk shall serve the hearing officer's order and decision to the person who filed the appeal within five (5) working days (after the decision is given to the clerk for filing) by certified mail, postage prepaid, return receipt requested.

14.04.050 New System Standards

The following requirements shall be met to ensure that each new OWTS is installed at locations that have been adequately evaluated and that methods used to conduct those evaluations meet specified minimum standards.

(A) General Site Evaluation

(1) The Administrative Authority shall require the submission of all information necessary to thoroughly evaluate the suitability of a site for wastewater treatment and dispersal and to assess any limiting conditions. At a minimum, the site evaluation information shall include but is not limited to:

- a) The Administrative Authority may require a geologic report, prepared by a Certified Engineering Geologist, describing soil characteristics, depth to groundwater, and bedrock or other confining zones. Slope stability shall be addressed when the proposed dispersal field is located on a slope greater than 30 percent.
- b) The minimum separation from the bottom of the dispersal field to groundwater shall be confirmed by soil profiles or borings pursuant to Section 14.04.050(B) and Section 14.04.050 (C) of this chapter. Where fluctuations in groundwater levels may impact the dispersal field, the highest recorded depth shall be utilized.
- c) Minimum site requirements shall be those provided in the California Plumbing Code as amended and adopted by the County and/or the OWTS Policy, whichever are more stringent.
- d) Minimum setbacks for the components of an OWTS include:
 - 100 feet from the septic tank or dispersal field to any private water well and 150 feet to any Public Water System well;

- 200 feet to any Public Water System well for dispersal fields greater than 10 feet in depth;
- 5 feet from the septic tank to a building foundation or permanent structure, including a deck;
- 8 feet from the dispersal field to a building foundation or permanent structure, including a deck;
- 5 feet from any portion of the OWTS to any property line, or as otherwise specified by a subdivision's Specific Plan or other similar planning regulation;
- 200 feet from a dispersal field to a water body and 50 feet to a stream.
- Other site-specific setbacks may be imposed to ensure water quality protection and satisfy public health concerns.

(B) Soil Evaluation for Leach Fields

(1) Leach Trenches:

a) At least two (2) deep soil borings or trenches shall be required within the primary dispersal area and expansion area. Deep borings or trenches shall be a minimum of five (5) feet beneath the proposed maximum depth of the dispersal field, or a minimum of 10 feet below ground surface, whichever is greater.

b) When using percolation tests to determine site suitability, not less than three (3) percolation tests shall be conducted in the primary dispersal field and expansion areas. Percolation tests shall be completed with adequate separation to characterize the primary dispersal field and the expansion area. The tests shall be performed at a depth corresponding to the bottom of the subsurface dispersal field.

c) Percolation tests shall be valid for five (5) years after completion. A professional engineer or soils engineer may recertify the tests for an additional term of five (5) years. After 10 years, the original percolation tests are no longer valid and must be repeated.

(2) Leach beds may be installed only if leaching trenches are not feasible, as determined by a Qualified Professional or registered geotechnical engineer with concurrence from the Administrative Authority. A determination of leach line infeasibility must be provided and shall include a certified written statement by the Qualified Professional or registered geotechnical engineer, which specifies the unfavorable conditions that render leach lines infeasible.

(3) Alternative systems may be utilized only if limiting conditions make leach lines infeasible, as determined by a Qualified Professional or registered geotechnical engineer with the concurrence of the Administrative Authority. A determination of leach line infeasibility must be provided and shall include a written statement that has been signed and stamped by the Qualified Professional or registered geotechnical engineer that specifies the unfavorable conditions, which render effluent dispersal using leach lines infeasible.

(C) Soil Profiles or Soil Borings

(1) Soil profiles or soil borings may be required by the Administrative Authority when available information indicates that variations in groundwater levels occur that may result in a failure to

maintain the minimum separation required between the bottom of the dispersal field and groundwater.

(2) Soil Profiles or borings shall be performed during the period of highest anticipated groundwater, to be determined by the Administrative Authority, which is generally late spring to early summer.

(3) In the event of a drought or the project is constructed in the dry times of the year, the Administrative Authority may accept additional hydrologic or geologic information provided by a professional engineer experienced in soil mechanics, a registered geotechnical engineer, a professional geologist, a certified engineering geologist, or a certified hydrogeologist that estimates the highest anticipated elevation of groundwater based on soil or historic data.

(D) Tank Requirements

(1) Septic tanks and treatment tanks must be watertight. Water tightness shall be ensured prior to backfilling the excavation around the tank.

(2) Septic tanks and treatment tanks shall be constructed of reinforced concrete, plastic, or other durable synthetic material. Tanks shall be corrosion resistant and shall be certified by IAPMO, NSF, or ASTM.

(3) Septic tanks and treatment tanks shall only be installed beneath surfaces subject to vehicular traffic (e.g., driveways and vehicle turnarounds) when site constraints make other locations unfeasible. Tanks installed in vehicular traffic areas shall be traffic rated or engineered to support the additional load. Septic tanks and treatment tanks placed in areas subject to vehicular traffic shall be provided with lids or risers that are rated for traffic loading.

(4) Septic tanks shall be sized based on the current California Plumbing Code or Mono County LAMP criteria, whichever is more restrictive.

(5) All septic tanks for new systems and replacement tanks for existing systems shall be equipped with an effluent filter that is an American National Standards Institute (ANSI) listed. The filter must be accessible for cleaning, replacement and maintenance.

(6) Septic tanks and treatment tanks shall be installed by a Qualified Contractor according to the manufacturer's specifications. Earth cover over the tank shall be clean fill material free of debris and rock.

(7) Septic tanks shall have a minimum of two (2) compartments with access to each compartment and a lid with a minimum of 20 inches in diameter for each compartment. Access lids shall have a maximum separation of 10 feet. Treatment tanks may consist of a single tank if required by the manufacturer of an approved supplemental treatment system.

(8) Septic tanks and treatment tanks shall be installed so as to be accessible for servicing, inspection, maintenance, upgrades, or replacement. Tanks shall have a minimum setback of five (5) feet to any foundation or structure.

(9) Septic tanks shall be installed with the top of the tank no deeper than 12 inches below finish grade. If it is demonstrated that the top of a septic tank must be deeper than 12 inches below

grade, each compartment of a septic tank shall be provided with a watertight riser, capable of withstanding anticipated structural loads and extending to within 12 inches of finish grade. Septic tanks and treatment tanks shall be installed as shallow as practical and in no case at a depth greater than factory recommendations.

(10) When a Qualified Professional, other than the Administrative Authority, inspects a septic tank or treatment tank installation, the Qualified Professional shall provide written certification that the installation has been completed per the approved plans.

(11) Risers shall be installed to within 12 inches of grade to enhance access for maintenance.

(12) Distribution boxes, drop boxes, pump chambers, and stilling chambers shall be watertight and commercially manufactured with corrosion resistant materials.

(13) When septic tank risers are installed to finish grade, access lids shall be gas-tight, securely fastened with stainless steel or other corrosion resistant fasteners and be resistant to vandals, tampering, and access by children. Risers and lids on tanks installed in vehicular access areas shall be traffic rated.

(14) Surface water shall be diverted away from the riser cover or septic tank lid by providing a sloping surface away from the riser, or extending the riser at least six (6) inches above grade.

(E) Leach Line Construction

(1) Leach line construction shall conform to criteria outlined in the most recent edition of the California Plumbing Code.

(2) Application rates shall be in conformity with the Mono County LAMP. Leach field sizing will be calculated based on the appropriate application rate, in gallons per square foot per day (g/sf/d), for the soil characteristics observed on site. Application rates for various soils are derived from the most recent edition of the USEPA Onsite Wastewater Treatment System Manual.

(3) Inspection ports shall be installed at the end of each trench and at other locations if required by the Administrative Authority. Inspection ports shall extend to the bottom of the trench or bed. The portion of the inspection port within the rock filter material, or within the chamber if a chamber system leach field is used, shall be perforated to permit the free flow of liquid. The inspection ports shall have removable caps and may either extend above grade or set to grade if enclosed in a service box with removable lid. The boxes shall be made of non-degradable material such as PVC, fiberglass, or concrete.

(F) Low Pressure Distribution

(1) When required by site conditions, OWTS effluent may be distributed to a dispersal field under pressure. Dispersal utilizing pressure distribution shall meet the following requirements:

a) Pressure distribution systems shall be fully engineered. When system installation is inspected by other than the Administrative Authority, the Qualified Professional shall submit a stamped and signed letter to the Administrative Authority stating that the pressure distribution system has been constructed per the previously submitted plans.

- b) The pump chamber shall include a visual and audible high-water alarm.
- c) Emergency storage capacity shall be required equal to six (6) hours of peak flow or 375 gallons whichever is greater.
- d) The dispersal field shall be dosed in compliance with design requirements.
- e) The distribution network shall be accessible for inspection, testing, flushing and adjustment.

(G) Alternative Wastewater Treatment Systems

- (1) OWTS utilizing an alternative dispersal field that may be approved for installation include mound and pressurized leach bed systems. The Administrative Authority may approve other types of systems.
- (2) The Administrative Authority may adopt design standards for alternative systems after consultation with the Regional Water Quality Control Board.
- (3) Operation, maintenance, and monitoring specifications shall be provided for review and approval for any alternative dispersal system
- (4) A notice of the installation of an alternative onsite sewage dispersal field shall be recorded with the Mono County Clerk-Recorder's office. Said notice shall run with the land and serve as constructive notice to any future owner, heirs, executors, administrators, or successors that the OWTS serving the subject property has an alternative dispersal field for wastewater dispersal and is subject to an operating permit, regular monitoring, maintenance, and reporting requirements.
- (5) The property owner shall ensure that a Qualified Inspector, acceptable to the Administrative Authority, conducts a visual and operational inspection of the system once every year to ensure that the system is functioning properly.
- (6) The property owner shall submit a report a minimum of once a year, prepared by a Qualified Contractor or Qualified Professional in a form prescribed by the Administrative Authority. The report shall include the results of any inspections, a check of the high water alarm, and any other requirements specified by the Administrative Authority. Reports shall be submitted within 30 days of the completion of the inspection.

(H) Supplemental Treatment Systems

- (1) The Administrative Authority shall review and approve the method of supplemental treatment proposed prior to construction. Treatment systems and their components shall be tested and certified by an independent testing agency, such as IAPMO, ANSI, NSF or similar, and shall be tested for the removal of total suspended solids, bio-chemical oxygen demand (BOD), and total nitrogen.
- (2) A "Notice of Installation of a Supplemental Treatment System" shall be recorded with the Mono County Clerk-Recorder office. Said notice shall run with the land and serve as constructive notice to any future owner, heirs, executors, administrators, or successors that the OWTS

servicing the subject property has supplemental treatment and is subject to an operating permit with monitoring, reporting, and maintenance requirements.

(3) A maintenance contract between the property owner and the supplier of the supplemental treatment system or their representative shall be in force for the supplemental treatment unit and dispersal field prior to installation. The maintenance agreement shall be in force for the life of the supplemental treatment system.

(I) Operating Permits

(1) An operating permit issued by the Administrative Authority is required for the operation of alternative and supplemental treatment systems. All OWTS requiring operating permits shall be operated, maintained and monitored pursuant to the requirements of this chapter and the permit. The operating permit shall be renewed every five (5) years following the review of satisfactory annual reports submitted to the Administrative Authority. The Administrative Authority may suspend or revoke an operating permit for failure to comply with any monitoring, maintenance, or other requirements of the permit. If a permit is suspended or revoked, operation of the system shall cease until the suspension or revocation is lifted or a new permit issued. Continued use of an OWTS where the operating permit has expired or has been suspended may cause the responsible party to be subject to administrative fines pursuant to Chapter 1.12 of the Mono County Code.

(2) Operation, maintenance and monitoring specifications shall be provided for review and approval for any supplemental treatment.

(3) The property owner shall ensure that a Qualified Contractor, Qualified Professional, Registered Environmental Health Specialist, or manufacturer's representative conducts a visual and operational inspection of the system at the frequency specified by the manufacturer or a minimum of once per year to determine if the system is functioning properly.

(4) The property owner shall submit a report for every inspection or a minimum of once a year, within 30 days of inspection, prepared by a Qualified Contractor, Qualified Professional, Registered Environmental Health Specialist, or manufacturer's representative in a form prescribed by the Administrative Authority. The report shall include the inspection results, analysis of the wastewater from the inspection ports for total suspended solids, BOD, and nitrogen series, and any other requirements specified by the Administrative Authority.

14.04.060 Repair, Upgrades, Evaluation, Modification and Abandonment Standards

(A) Failed OWTS

(1) A Qualified Contractor as defined in this chapter shall perform all repairs. An owner-builder may perform the work in lieu of the Qualified Contractor but all repairs shall meet the provisions of this chapter.

(2) Upon failure of an OWTS, the system shall be repaired and shall conform to the provisions of this chapter. Failures in which there is surfacing of effluent shall be repaired immediately.

(3) If the OWTS to be repaired was constructed under a valid permit and the approved expansion area is known, then the replacement dispersal field shall be of equal or larger size. The permittee shall verify the size, type and location of the existing dispersal field. This information shall be submitted to the Administrative Authority as part of the repair application.

(4) If the replacement dispersal field was previously approved, an adjacent "like for like" or larger dispersal field shall be installed under permit and inspection of the Administrative Authority.

(5) An OWTS that has failed and for which a replacement dispersal field cannot meet current standards, shall meet all the requirements of this chapter for a new OWTS to the maximum extent feasible.

(6) An OWTS that has failed and was not constructed under a valid permit or was legally non-conforming, shall be replaced with a system that meets all the requirements of this chapter for a new OWTS to the maximum extent feasible.

(B) Upgrades

(1) Upon discovery, all existing hollow seepage pits shall be properly abandoned and replaced with a dispersal field approved by the Administrative Authority.

(2) Upon discovery, all cesspools and bottomless septic tanks or otherwise non-watertight tanks shall be properly abandoned and replaced with a septic tank that conforms to the provisions of this chapter.

(3) Cesspools or OWTS without adequate dispersal fields shall install a dispersal field approved by the Administrative Authority.

(4) Upon discovery, septic tanks made of wood, metal, or brick tanks with cracked or missing mortar, must be replaced with a septic tank that meets the requirements for new systems specified in Section 14.04.050 (D) of this chapter.

(5) Replacement septic tanks and treatment tanks shall meet the requirements for new systems specified in section 14.04.050 (D) of this chapter.

(6) Septic tanks and treatment tanks and all components must be constructed to provide adequate access so that all compartments can be inspected and pumped.

(7) Septic or treatment tanks constructed of concrete shall be replaced or structurally modified when the narrowest section of the lid or wall is found to have a remaining thickness of 2-1/2" or less at its narrowest point or if the remaining concrete is less than half the original thickness. Risers shall be removed and reinstalled after the tank top is repaired.

(8) Septic tanks shall be replaced or repaired when the height of the baffle between compartments is equal to the water depth within the tank or when the baffle between compartments deteriorates to the point where it no longer provides compartment separation as designed.

(9) Any septic tank or treatment tank, which has more than two (2) feet of cover and is uncovered for purposes of servicing, repair or modification shall be retrofitted with risers that have a minimum inside diameter of 20 inches and manhole covers as specified in this chapter.

(10) If the septic tank or treatment tank is located at greater than five (5) feet beneath ground surface, then the riser shall be a minimum of 30 inches in diameter. Risers must be installed to allow for the measurement of the thickness of the tank top.

(11) Septic tanks or treatment tanks that are found to be located within the required setback distance from a structure shall be evaluated for adequate access. If it is determined that the septic tank or treatment tank is inaccessible, they shall be relocated to provide the required setback.

(12) Missing, deteriorated, or damaged components, including but not limited to, tees, ells, risers, and lids, must be repaired or replaced.

(13) Single compartment septic tanks requiring repair or modification must be replaced with a tank that meets the requirements for new systems specified in Section 14.04.050 (D) of this chapter.

(14) Fiberglass or plastic tanks which have warped, collapsed, deflected, or have a damaged baffle, shall be replaced.

(C) Evaluation of OWTS

An OWTS evaluation shall be performed, and approved in writing by the Administrative Authority, for projects that remodel the interior of a structure, change the footprint of the structure, or change the use of a structure. An evaluation can only be approved when it is determined by the Administrative Authority that the proposed improvements or change in use will not encroach into required setbacks or the 100% expansion area and the existing system will accommodate the proposed changes.

(D) Modification

(1) Modification of an existing OWTS shall be required by the Administrative Authority when any of the following occurs:

- a) Improvements to a property intrude upon the physical location of the system or the expansion area;
- b) The existing septic system does not meet required setbacks;
- c) The septic tank or treatment tank does not meet the minimum capacity requirements contained in this chapter;
- d) The dispersal area including the 100% expansion area is not adequately sized or functioning properly; or
- e) A project increases flow to the dispersal field.

(2) The modification permit approval shall be based on field testing, engineering calculations, and other information deemed necessary by the Administrative Authority in order to determine the adequacy of the dispersal field with respect to the proposed modification.

(3) Modifications that require replacement or expansion of the dispersal field shall meet the requirements for new systems provided in Section 14.04.050 of this chapter to the maximum extent feasible.

(4) A modification permit is required when the proposed construction or change in use results in either of the following:

- a) Adds a bedroom as defined in this chapter to a residential structure; or
- b) Increases peak daily design flow or the number of plumbing fixture units to a nonresidential structure.

(5) A modification shall not be required if adequate information, as determined by the Administrative Authority, is provided to confirm that the existing system meets current requirements for the proposed project.

(E) General Abandonment Standards

(1) An existing OWTS, or portion thereof, shall be properly abandoned under permit and inspection by the Administrative Authority within 30 days of the occurrence of any of the following:

- a) The discovery of a hollow seepage pit that does not meet the criteria for seepage pits, as provided in this chapter;
- b) Connection of the served structure(s) to the public sewer; or
- c) Removal or demolition of the served structure(s), unless the owner demonstrates his/her intent to use the system to serve a replacement structure and demonstrates to the satisfaction of the Administrative Authority that the system can be maintained in a safe and secure manner until completion of the replacement structure.

(2) Prior to abandonment of any OWTS, or portion thereof, the property owner shall identify the replacement method of sewage treatment and dispersal, and specifically identify the structure(s) to be demolished.

(3) The abandonment of the OWTS shall not occur prior to obtaining the required permit from the Administrative Authority.

(4) During abandonment of an OWTS, the property owner shall provide evidence of the type of sewage dispersal field present on the property.

(5) Abandonment standards for septic tanks, treatment tanks, cesspools, and seepage pits shall include the following:

- a) Prior to abandonment, a Registered Pumper shall pump the septic tank, treatment tank, cesspool or hollow seepage pit to remove any standing wastewater;

- b) Whenever possible, the septic tank, treatment tank, piping and/or other appurtenances shall be removed and transported to an approved disposal facility or landfill;
- c) The top of the septic tank, treatment tank, cesspool, or hollow seepage pit shall be removed;
- d) If a tank must be left in place, the bottom of the tank shall be cracked or perforated, or at least one wall of the tank shall be removed, prior to inspection;
- e) The tank, cesspool or hollow seepage pit shall be filled with clean earth, sand, gravel, concrete or other material approved by the Administrative Authority. In the event the abandoned septic tank is filled with concrete or cement slurry, perforation of the bottom or removal of a wall shall not be required;
- f) The Building Official shall be consulted regarding the abandonment of a septic tank, treatment tank or hollow seepage pit located within the setback distance of a structure.

(7) Abandonment standards for dispersal fields are as follows:

- a) Seepage pits shall be excavated to a minimum depth of two (2) feet below grade and the inspection/vent pipe cut a minimum of 18 inches below grade. The perforated pipe and the excavation shall be backfilled with clean earth or other fill material approved by the Administrative Authority.
- b) Gravel-filled leach lines may be abandoned in place without structural modification. Leach lines utilizing hollow chambers shall have the chambers removed and the trench backfilled with clean fill, or be evaluated by a Qualified Professional or geotechnical engineer, with the concurrence of the Administrative Authority, if the chambers are to be abandoned in place.

14.04.070 Servicing, Inspections, and Reporting

(A) Servicing and Pumping

- (1) Any individual who inspects OWTS shall be a Qualified Inspector as defined by this chapter. Inspections shall include a visual evaluation of the system to detect any deficiencies and a review of any documents in the files of the Qualified Inspector to identify previous inspections, servicing, or work performed on the system.
- (2) Whenever an OWTS is serviced, the Qualified Inspector shall inspect the system in accordance with procedures adopted by the Administrative Authority. Such procedures shall include, but not be limited to:
 - a) A Registered Pumper shall pump the contents of all compartments of the septic tank and the septage shall be transported to an approved disposal facility;
 - b) The septic tank or treatment tank shall be inspected for signs of deterioration, corrosion, elevated liquid level or damage. The dispersal field shall be examined for failure;

c) Ascertain the existence of a hollow seepage pit or cesspool if the structure is served by a substandard septic tank (e.g. made of wood, steel or bottomless).

d) The OWTS inspection report shall be fully completed, legible, and submitted to the Administrative Authority and in conformity with Section 14.04.070(B).

(B) Reporting

(1) A report on a form, or in a manner approved by the Administrative Authority, shall be submitted by a Qualified Inspector to the Administrative Authority and the property owner no later than 30 days following inspection, servicing, or maintenance of an OWTS. If an inspection has determined that an OWTS has failed, as defined in this chapter, the written report shall be provided within 24 hours of servicing or maintenance.

(2) The report shall include:

a) The name, address, and telephone number of the property owner as well as the street address of the property on which the OWTS is located;

b) The name, address, and telephone number of the company that provided the service and conducted the inspection;

c) A description of the system, including the type and size of the septic tank, treatment tank, other system components, as well as the type and location of the dispersal field;

d) A description of the maintenance performed, including the date of the service, the volume of material pumped from the septic and or treatment tank(s), an assessment of the condition of the tank(s) and other system components and a description of any repairs, modifications or upgrades provided; and

e) A description of any uncorrected deficiencies of the OWTS. Reported deficiencies shall include, but not be limited to, damaged, corroded deteriorated septic system components, failed dispersal field, backflow of effluent from the dispersal field back into the septic tank or treatment tank, lack of access risers or other upgrades required by this chapter, or other condition determined to be a significant deficiency or not in compliance with the provisions of this chapter.

(C) Property Owner Notification

(1) Upon receiving an inspection report identifying an uncorrected deficiency or required maintenance, repair or upgrade of an OWTS, the Administrative Authority shall notify the property owner in writing of the corrections required to comply with the applicable standards in this chapter.

(2) All corrective actions necessary to comply with the standards of this chapter shall be completed within 30 days of the date that a notification has been sent, unless otherwise directed by the Administrative Authority.

(D) Registered Pumper Requirements

(1) Septage haulers shall register with the Administrative Authority.

(2) Septage haulers shall have vehicles that meet the following minimum standards, which shall be verified at the Administrative Authorities request:

- a) The pumper vehicle, its holding tank(s), and all related appurtenances shall be watertight, functional, and maintained in good operating condition;
- b) Each pumper vehicle shall be identified with the business name and phone number with letters and numbers of at least 3 inches in height;
- c) Holding tanks shall be constructed of durable, corrosion resistant material, and shall meet the following criteria:
 - i) All hoses and related equipment shall be stored in covered containers or otherwise secured to the vehicle or holding tank; and
 - ii) Man-ways and cleanouts shall be covered with secured, tight fitting lids;
- d) Appropriate safety equipment is to be provided and shall include, but not limited to, a fire extinguisher, heavy-duty rubber gloves, bleach, disinfectant and eye protection; and
- e) The current registration decal shall be posted in the rear of the vehicle in a conspicuous location.

(3) The Administrative Authority may suspend or revoke a septage hauler's registration, issued pursuant to this chapter and California Health & Safety Code Sections 117400-117450, as may be amended from time to time, whenever it finds that the registrant or its employees performing the work has done any of the following:

- a) Violated any provision of this chapter;
- b) Misrepresented any material facts in the application or supporting documents for such a registration; or
- c) Misrepresented facts in reports or failed to submit reports to the Administrative Authority as required by this chapter.

(4) No hauler whose registration has been suspended or revoked shall continue to perform the work for which the registration was granted until such time that the Administrative Authority reinstates the registration.

(5) Any hauler whose registration has been suspended or revoked may appeal the denial or suspension to the Environmental Health Services Director or the appointed representative in writing within 10 working days after notification of the imposition of suspension or revocation. Such an appeal must specify the grounds upon which it is taken. The Administrative Authority shall set the appeal hearing at the earliest practicable time and shall notify the appellant, in writing, of the established date and time at least 10 days prior to the hearing date.

14.04.080 Violations and Conflicting Provisions

(A) Violations

(1) In the event of a violation of the provisions of this chapter, the property owner of the parcel where the violation exists shall be given notice of such violation and a reasonable time for its correction. In the event that all required corrections are not completed in the time noted on the notice of violation, the property owner shall be subject to administrative fines as provided in Chapter 1.12 of the Mono County Code.

(2) If the Administrative Authority performs an inspection after notice of violation has been given and the violation has not been corrected, the property owner shall be subject to a violation reinspection fee at a rate approved by the Board of Supervisors.

(B) Conflicting Provisions

(1) If any of the provisions of this chapter conflict with any of the provisions of other codes adopted by the County of Mono, the provisions of this code shall control unless expressly stated to the contrary.

(2) If any part of this chapter or its application is deemed invalid by a court of competent jurisdiction, the Board of Supervisors intend that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this chapter are severable.

14.04.090 Right of Entry

(A) Whenever it is necessary to make an inspection to enforce any of the provisions or perform any duty imposed by this chapter or by the Mono County Code, incorporated herein by this reference, or any other applicable law, the Administrative Authority is hereby authorized to enter such property at any reasonable time and to inspect the same and perform any duty imposed upon the Administrative Authority by this chapter or other applicable law, provided that if such property be occupied, the Administrative Authority shall first present proper credentials to the occupant and request entry, explaining the reasons therefore. If such entry is refused or cannot be obtained because the owner or other person having charge or control of the property cannot be found after due diligence, the Administrative Authority shall have recourse to every remedy provided by law to secure lawful entry and inspect the property.

(B) Notwithstanding subsection (a) of this section, if the Administrative Authority has reasonable cause to believe that the onsite sewage dispersal system or premises is so unsafe, offensive, or dangerous as to require immediate inspection to safeguard the public health or safety, the Administrative Authority shall have the right to immediately enter and inspect such property and use any reasonable means required to effect such entry and make such inspection, whether such property be occupied or unoccupied and whether or not permission to inspect has been obtained. If the property is occupied, the Administrative Authority shall first present proper credentials to the occupant and demand entry, explaining the reasons therefore and the purpose of the inspection.

14.04.100 Remedies

(A) Any violation of the provisions of this chapter by any person is subject to administrative fines as provided in Chapter 1.12 of the Mono County Code. These remedies are not exclusive of any other

remedies available under other federal, state, or local laws and it is within the discretion of the Administrative Authority to seek cumulative remedies.

(B) The County Health Officer or his designee may order the public water supply to any premises or property to be discontinued upon finding by the County Health Officer or his designee that the continuation of such supply may endanger the public health. These may include but are not limited to:

(1) When sewage is overflowing or being discharged on the ground surface, the Director of Environmental Health Services may order the occupant or occupants thereof who contribute to such overflow or discharge to abate the same forthwith.

(2) If such occupant or occupants fail to abate such overflow or discharge as ordered, the County Health Officer may order such occupant or occupants to vacate the premises within 24 hours.

14.04.110 Powers and Duties of the Administrative Authority

(A) The Administrative Authority may adopt policies and procedures to implement and administer this chapter.

(B) Within the unincorporated area of Mono County, the Administrative Authority is authorized and directed to enforce the provisions of this chapter. It is authorized to consult with qualified experts in any matter concerning the construction, operation, maintenance, and repair of OWTS to the extent that it deems it necessary to assist in carrying out its duties under this chapter. The Administrative Authority may request and shall receive the assistance and cooperation of other officials of the County of Mono, so far as may be necessary to carry out its duties outlined in this chapter.

(C) The Administrative Authority may approve requests for variances from the provisions of this chapter if it is determined that complete compliance with the prescribed standards is not possible or practical and that the variance is not counter to the purposes and intent of this chapter or with the LAMP approved by the Regional Water Quality Control Board.

County of Mono

Local Agency Management Program

(LAMP)



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MONO COUNTY LOCAL AGENCY MANAGEMENT PROGRAM

SECTION I INTRODUCTION

The Local Agency Management Program (LAMP) is the required end result of California Assembly Bill 885, which was approved on September 27, 2000. This legislation directed the State Water Resources Control Board (SWRCB) to develop uniform, statewide standards for onsite wastewater treatment systems (OWTS) that are to be implemented by qualified local agencies. The SWRCB adopted the Water Quality Control Policy for Siting, Design, Operation and Maintenance of Onsite Wastewater Treatment Systems (OWTS Policy) on June 19, 2012 and it became effective on May 13, 2013. The OWTS Policy allows local agencies to approve OWTS, based on a local ordinance, after approval of a LAMP by the relevant regional water quality control board, in this case, the Lahontan Regional Water Quality Control Board, Victorville Branch (Lahontan Regional Water Board).

The implementation of this LAMP will allow the continued use of OWTS within the jurisdiction of Mono County while protecting public health and water quality. The LAMP is designed to protect groundwater and surface waters from contamination through the proper design, placement, installation, maintenance and assessment of OWTS. This plan develops minimum standards for the treatment and ultimate disposal of sewage through the use of OWTS in Mono County. The LAMP does not regulate or otherwise cover the following, which will require the owner of these projects to file a report of waste discharge with the Lahontan Water Board, obtain waste discharge requirements, and pay annual fees:

- Any OWTS designed for multiple dwelling units or commercial developments with a projected wastewater flow of over 500 gallons per day per acre;
- Any OWTS that generates industrial or commercial high strength wastewater;
- Projects utilizing package wastewater treatment plants with onsite disposal;
- Any OWTS with domestic waste peak flows that exceed 10,000 gallons per day;
or
- Any other projects with the potential to result in water quality impacts that the Mono County Health Department, Environmental Health Division (MCEH) may refer to the Lahontan Regional Water Board for waste discharge requirements.

MCEH has managed the OWTS program in Mono County for many decades. For conventional OWTS, permitting criteria has been based on the Water Quality Control Plan for the Lahontan Region (Lahontan Basin Plan), the California Plumbing Code (CPC), Appendix H, concepts from the USEPA Design Manual – Onsite Wastewater Treatment and Disposal Systems (EPA Manual), and some design concepts of the

Manual of Septic Tank Practice published by the U.S. Department of Health, Education and Welfare (1975). Alternative and supplemental system designs are also in use in the County and these designs have been reviewed by the Lahontan Regional Water Board. In addition, a Memorandum of Understanding (MOU) between Mono County and the Lahontan Regional Water Board, established and signed in January 1989, has been in effect and it prescribes OWTS standards that have been enforced by MCEH since that date. Although this MOU will expire on May 13, 2018, this LAMP incorporates the majority of those same standards.

Mono County is a relatively large county (greater than 3,000 square miles), and is also a remote, rural county with a permanent population of around 15,000. Additionally, more than 90% of Mono County lands are public lands owned by different agencies of the federal government or private land owned by the City of Los Angeles. As a result, the Mono County population remains steady and it is assumed there will not be significant development and/or population growth in the future. Historical records indicate that communities served by onsite wastewater disposal systems in Mono County show little degradation of groundwater aquifer quality due to OWTS. All of the county's larger population centers are served by public sewers and OWTS are banned in these areas, as properties must be serviced by a community sewer when one exists within 200 feet of the property, with certain allowances related to excessive cost. Sewered areas include the communities of Crowley Lake/Hilton Creek, Mammoth Lakes, June Lake, Lee Vining, and Bridgeport. Residential communities adjacent to the larger sewered systems, and all other rural areas in the County, are served by OWTS. Due to the relatively low loading rates from existing OWTS, in combination with minimal new development, there has been little history of failing systems over the years. Historically, groundwater analyses from public water system water wells, as well as from private water wells, have shown virtually no groundwater contamination in any community where OWTS are presently used in Mono County. Towards that purpose, this LAMP will maintain the "status quo" wherever possible, while striving to incorporate the new requirements of the OTWS Policy.

In June 2012, the SWRCB adopted the OWTS Policy and it became effective in May of 2013. For the first time, it established a statewide, risk-based tiered approach for the regulation and management of OWTS. The OWTS Policy regulates OTWSs pursuant to the classification within one of four different tiers. Tier 0 sets regulatory standards for existing OWTS which are functioning properly and require no changes. Tier 1 establishes minimum standards for low risk new or replacement OWTS. Tier 2, once approved by the appropriate regional water quality control board, allows local agencies to develop customized management programs that address the conditions specific to that jurisdiction. This customized management program is the LAMP. Once approved, the standards contained in a LAMP supersede the Tier 1 standards. Tier 3 applies special, enhanced standards to both new and existing OWTS that are located near waterbodies listed as impaired due to nitrogen or pathogens, pursuant to Section 303(d) of the Clean Water Act. The final tier, Tier 4, is for those OWTS that are presently failing and require corrective action.

In addition to the LAMP, the County has produced its Implementing Ordinance, which

will function in conjunction with the LAMP, to establish OWTS policies, procedures, and requirements governing the OWTS Program in the County. A complete copy of the Implementing Ordinance is attached hereto as Appendix XX. This LAMP conforms to all of the applicable Tier 2 criteria listed in Section 9 of the OTWS Policy, including the prohibitions contained in Section 9.4. MCEH acknowledges that the Tier 1 standards afford an essential level of public health and water quality protection. Accordingly, the County's LAMP and Implementing Ordinance incorporate many Tier 1 standards. Further, while this LAMP does not require regulatory oversight for regular maintenance of conventional systems, it does require all non-conventional types of OWTS to obtain operating permits that include provisions that require regular maintenance and reporting. Finally, the provisions of this LAMP shall apply to all unincorporated areas of Mono County where a sewer system is not available. This includes all public lands controlled by the USDA/USFS, and the BLM that are located in Mono County. It also covers lands owned by the City of Los Angeles. It does not apply to the incorporated Town of Mammoth Lakes, which is served by the Mammoth Community Water District, or any other prohibition areas that are defined in the Lahontan Basin Plan (OWTS Policy, Purpose and Scope of the Policy). MCEH will continue to issue permits for, and inspect construction of, OWTS constructed in a small portion of public lands in Madera County within the San Joaquin River drainage in the Red's Meadow area, per an MOU between Mono County and Madera County. OWTS permit requirements for this region will adhere to those requirements outlined in the Madera County LAMP.

While every effort was made to make this LAMP comprehensive, MCEH anticipates that it will be necessary to modify this LAMP in the future. This opportunity is built into the OWTS Policy in Section 9.3.3, which requires a complete evaluation of the LAMP every five (5) years to determine its efficacy in meeting water quality objectives with respect to impacts from OWTS. Modifications may also be necessary as technology, conditions, and experience improve and change over time. Any proposed changes will be made only after consultation and approval of the Lahontan Regional Water Quality Control Board and the Mono County Board of Supervisors.

SECTION II GENERAL POLICY RECOMMENDATION AND PROVISIONS

Any structure, regardless of use, that produces wastewater shall have an adequate wastewater treatment and dispersal system. Unless otherwise specified in this LAMP, the following criteria shall apply for the construction of OWTS in Mono County, unless otherwise specified in this LAMP.

- When a public sewer is available within 200 feet of a structure producing wastewater, the structure must connect to the public sewer.
- This LAMP shall not supersede requirements set forth in Section 4.1 of the Water Quality Control Plan for the Lahontan Region (Basin Plan) for Prohibition Areas.
- Chemical, portable toilets are acceptable for temporary use and during special events. Portable toilets are not acceptable for permanent use.
- Composting, solar, incinerating or other unconventional toilets shall not be installed in any permanent structure unless a standard toilet, attached to a permitted OWTS, is also available within the same structure.
- Holding tanks are not acceptable for wastewater disposal for residential use in lieu of a permitted OWTS.
- Minimum Depth to Groundwater/Minimum Soil Depth: In lieu of Table 2 of the State OWTS Policy, for sites with percolation rates from 5 to 60 minutes per inch (MPI) there shall exist a soil thickness layer of not less than 5 feet from the bottom of the disposal area to groundwater or to an impervious layer such as clay, bedrock or fractured bedrock. Impervious is defined as a stratum with percolation rates greater than 120 MPI. For sites with percolation rates from 1- 5 MPI, the anticipated high groundwater level shall be at least 40 feet below the bottom of the leach trench. For sites with percolation rates greater than 60 MPI, OWTS with supplemental treatment will be required, where applicable, or other types of non-conventional OWTS. Only Supplemental treatment systems and components certified by NSF, or an equivalent third-party tester, will be approved.
- The average density for any new subdivision of property made by tentative approval pursuant to the Subdivision Map Act, where OWTS will be utilized for onsite sewage disposal, where the parcels are served by a public water system, and where the subdivision occurs after the effective date of this LAMP, shall not exceed two equivalent dwelling units per acre (2 EDU/acre), or its equivalent
- Proposed subdivisions, where an OWTS and individual water supply well will exist on each lot, shall have lots with a minimum lot size of 40,000 square feet.
- Lots within existing subdivisions in Mono County, created prior to June 16, 1988 (effective date of the Lahontan Basin Plan OWTS criteria), shall not be required to meet the maximum 2 EDU/acre requirement. Undeveloped lots in these subdivisions will be issued OWTS permits and held to all OWTS siting requirements outlined in the LAMP, to the greatest extent possible, for all criteria with the exception to density, as long as groundwater protection can be

maintained. Furthermore, these subdivisions will be the focus areas of the Water Quality Assessment Plan, described in greater detail in Section IX of this LAMP.

- Dispersal systems shall be designed per Appendix H of the CPC. Accordingly, for gravel-less chamber systems, no sidewall credit is given, only trench bottom area. However, for these systems, a 0.7 factor/credit of the rock and perforated pipe system infiltrative area requirements is allowed. Leach field sizing shall be calculated based on the appropriate application rate for the soil characteristics observed on site.
- Ground slope in the disposal area shall not be greater than 30%.
- New cesspools and seepage pits will not be approved for use in Mono County. Where a seepage pit is presently being used and functioning satisfactorily, no action will be taken to require its replacement until such time that the system is failing or no longer functioning satisfactorily. Cesspools, when discovered, will be required to be abandoned and properly destroyed, and replaced with an approved OWTS.
- For existing undeveloped lots and replacement systems, the standards stipulated in this LAMP for new OWTS shall be required wherever possible. Where existing physical constraints will not allow this, new OTWS will be installed as close to standards as possible, but in no case will be allowed where significant degradation of the environment or a threat to human health would occur.
- Horizontal setbacks shall adhere to the requirements set forth in the most recent addition of the CPC, the Mono County Code, or the following table, whichever is the greatest distance.

SETBACK REQUIREMENTS		
Component	Setback	Minimum Distance
<i>Septic Tank</i>	Structure	5 feet
<i>Septic Tank</i>	Property Line	5 feet
<i>Septic Tank</i>	Water Well	100 feet
<i>Septic Tank</i>	Leach Lines	5 feet
<i>Leach Lines</i>	Structure	8 feet
<i>Leach Lines</i>	Property Line	5 feet
<i>Leach Lines</i>	Water Well	100 feet
<i>Leach Lines</i>	Leach Lines	System dependent – confer with MCEH
<i>Leach Lines</i>	Water Mains (Public)	25 feet
<i>Leach Lines</i>	Ephemeral Stream or Drainage Course	25-50 from edge of bank
<i>Leach Lines</i>	Perennial Stream	100 feet from top of bank
<i>Leach Lines</i>	Pond or Lake	200 feet from high water line

<i>Leach Lines</i>	Water Supply Reservoir	200 to 400 feet from the high water line
<i>Leach Lines</i>	Cut Slopes	5:1 setback from top of cut slope

Maximum density for developments utilizing OWTS shall be 2 EDU/acre (two single family dwellings per acre). Per the OWTS Policy, wastewater generated from a single family dwelling is expected to be 250 gallons per day. However, for the purposes of designing and sizing leach fields, wastewater flows will be calculated using 150 gallons per day per bedroom, per the CPC. This conservative calculation criteria (relatively high wastewater flows) will help to assure ample leach field sizing. Leach field size will be calculated based on the number of bedrooms in the residence (wastewater flows), and the appropriate application rate, in gallons per square foot per day (g/sf/d), for the soil characteristics observed on site. Application rates for various soils are derived from the most recent edition of the USEPA Manual. Septic tank minimum capacity will be determined using sizing criteria from the most recent edition of the California Plumbing Code (CPC).

Commercial disposal field designs shall be determined by peak waste flows for the specific occupancy designations listed in the most recent edition of the CPC. Septic tank minimum capacity will likewise be required to meet CPC criteria. Commercial operations that produce greater than 500 gpd per acre will require supplemental treatment.

Provisions of this LAMP and the Implementing Ordinance apply to wastewater flows of 10,000 gpd or less. Projects with flows calculated to exceed 10,000 gpd do not qualify for the OTWS Policy conditional waiver of waste discharge requirements. The project owner will be referred to the Lahontan Regional Water Board for submittal of a report of waste discharge, obtaining waste discharge requirements, and payment of fees.

Notifications to Owners of Water Systems and SWRCB

Existing or proposed OWTS in close proximity to public water wells and surface water drinking water supplies have some potential to cause an impact on the water quality of that water source. The owner/operator of a public water system, or SWRCB Division of Drinking Water (DDW) if the owner of the system cannot be identified, will be notified of a pending permit and subsequent construction of an OWTS under the following conditions:

1. Prior to issuance of a permit to install a new or replacement OWTS, the water system owner will be notified when the OWTS will be within a horizontal sanitary setback to a public well. Likewise, the owner will be notified if the water system source is surface water and the OWTS is within 1,200 feet of an intake point for a surface water treatment plant for drinking water, is in the drainage catchment in which the intake point is located, or is otherwise located such that it may impact water quality at

the intake point. This will provide opportunity for the water system owner to submit comments to MCEH prior to permit issuance. Notification will be done electronically or in writing by MCEH with a copy of the OWTS permit application that includes:

a. A topographical plot plan for the parcel showing the OWTS components, property boundaries, proposed structures, physical address, and name of the property owner.

b. The estimated wastewater flows, intended use of proposed structure generating the wastewater, soil data, and estimated depth to seasonally saturated soils.

c. An advisement that the public water system owner or SWRCB/DDW shall have 15 days from receipt of the permit application to provide recommendations and comments to MCEH.

2. The owner of a public water system will be notified upon discovery of a failing OWTS that is within 150 feet of a public water well. For surface water sources, notification will take place when the failing OWTS is within 400 feet of the high water mark of a surface water drinking water supply where the dispersal system is within 1,200 feet of the water system's surface water treatment plant intake, or is in the catchment of the drainage and located such that it may impact water quality at the intake point; or is within 200 feet of the high water mark of a surface water drinking water supply where the dispersal system is between 1,200 and 2,500 feet of the water system's surface water treatment plant intake, or is in the catchment of the drainage and located such that it may impact water quality at the intake point. Notification will be done electronically or in writing and will include proposed corrective action that will be taken to mitigate the failure.

OWTS Near Impaired Water Bodies

Currently, there are no water bodies in Mono County listed on Attachment 2 of the OWTS Policy as impaired pursuant to the federal Clean Water Act. If and when a water body in Mono County is subject to being listed on Attachment 2 because it has been listed as impaired under Section 303(d) of the Clean Water Act, MCEH will follow the applicable specific requirements found in Tier 3 of the OWTS Policy or develop an Advanced Protection Management Program (APMP), approved by the Lahontan Regional Water Board, for the impaired water body. This LAMP will require an APMP for any newly proposed development in all Tier 3 – Impaired Areas listed in Attachment 2 of the OWTS Policy and will require appropriate supplemental treatment systems (STS) within those areas.

Twin Lakes Subdivision

Although not listed on Attachment 2 of the OWTW Policy, Upper Twin Lakes, near Bridgeport, has been identified as having elevated nitrate levels. At present, the Twin Lakes Subdivision is at build-out based on the current Basin Plan density requirement of no more than 2 EDU/acre. Unlike other existing subdivisions in Mono County that

received exemptions from the Lahontan Regional Water Board for higher densities, the Twin Lakes Subdivision received no exemption. Upon the effective date of this LAMP, the maximum density exemptions granted by the Lahontan Regional Water Board, for existing subdivisions in Mono County that exceed the 2 EDU/acre, will no longer be valid. Instead, the provisions and requirements outlined in this LAMP and its Implementing Ordinance will take effect.

The Twin Lakes Subdivision is approximately 100 acres in area. To date, 200 OWTS permits have been issued which leaves approximately 60 lots that cannot currently be built upon due to the maximum density requirement in the Lahontan Basin Plan. Upon the effective date of this LAMP, a portion of those remaining 60 lots may be developed provided that horizontal setback requirements set forth in this document can be met. However, due to the elevated nitrate levels known to exist in Upper Twin Lakes, this LAMP will require construction and monitoring requirements that are similar to Tier 3 requirements for all new OWTS on the remaining undeveloped lots within the Twin Lakes Subdivision. This requirement will also apply to replacement OWTS to be located on developed lots, when deemed necessary, under the following conditions:

1. All new and replacement OWTS shall incorporate STS with designs certified by the National Sanitation Foundation (NSF), such as NSF 245 for nitrogen removal, or another approved third-party tester, so as to ensure that total nitrogen concentrations in OWTS effluent are reduced by 50% or greater. The owner must periodically (at least annually) sample the influent and effluent for total nitrogen to verify that limits are met. In addition, the owner must sample the effluent for BOD and total suspended solids to verify achievement of 30 mg/L for BOD and total suspended solids.
2. STS shall be designed by a licensed civil engineer. The engineer shall design an STS for the specific lot or parcel where the STS will be installed. The engineer shall prepare a report that identifies all components of the STS and submit that report to MCEH along with the OWTS permit application.
3. STS shall be designed by a licensed civil engineer. The engineer shall design an STS for the specific lot or parcel where the STS will be installed. The engineer shall prepare a report that identifies all components of the STS and submit that report to MCEH along with the OWTS permit application.
4. Setbacks for all new and replacement OWTS with STS shall meet the same criteria set forth in the LAMP for other Tier 2 - OWTS.
5. A routine inspection and maintenance program for all STS in the Twin Lakes subdivision shall be developed and implemented by the Twin Lakes Subdivision homeowners' governing body.
6. An APMP shall be developed by MCEH for the Twin Lakes Subdivision if, in the future, Upper Twin Lakes is listed in Attachment 2 of the OWTS Policy.

SECTION III

REQUIREMENTS FOR EXISTING OWTS

Existing Functioning OWTS

Consistent with the criteria outlined in Tier 0 of the OWTS Policy, systems that are functioning properly will not be affected by this LAMP for as long as they continue to function properly. As part of MCEH education and outreach program (LAMP Sec 6), MCEH will encourage owners to perform regular inspection and maintenance, as necessary, to ensure that an OWTS continues to operate satisfactorily and to extend the life of the system. OWTS that fail will be repaired consistent with the criteria outlined in Tier 4 of the OWTS Policy and MCEH standards.

The Mono County Code has an effective voluntary maintenance and mandatory reporting program for standard OWTS. Although the ordinance does not require routine maintenance, it does stipulate that whenever an OWTS is serviced, the system is to be inspected and a written report is to be completed and submitted to the MCEH.

Further, under the Implementing Ordinance, whenever an OWTS is serviced it must be serviced and inspected by a Qualified Inspector. A Qualified Inspector means a Registered Environmental Health Specialist, Professional Engineer, Qualified Contractor, or others deemed to have professional knowledge and experience to evaluate an OWTS, such as a Registered Pumper Company employee who has received proper training. The Qualified Inspector shall inspect the septic tank and look for signs of deterioration, corrosion and that all components of the tank are in place and functioning. In addition, the Qualified Inspector shall look for evidence that the dispersal field has failed or is in the process of failing. The Qualified Inspector shall prepare a written report that includes the property owner's name and site address, a description of the type of OWTS, and any deficiencies noted during the inspection. The report must be submitted to MCEH within 30 days of the date of servicing and inspection. A copy of the inspection form is attached hereto as Appendix XX. In cases where an OWTS has been determined to be failing, the Qualified Inspector must submit a report to MCEH within 24 hours. Once the report is received by MCEH, the report will be reviewed, and appropriate corrective action will be initiated. All reports will be uploaded to the MCEH database with inspection findings.

Failing and Failed OWTS

When an OWTS has failed or is found to be failing by either a Qualified Inspector, MCEH staff, or other means, appropriate mitigation measures may be required, which may include repeated pumping of the septic tank to eliminate further sewage discharges. Subsequently, the failing OWTS will be required to be repaired as soon as practicable by a Qualified Contractor and must meet current standards. A conventional OWTS may be repaired by the homeowner.

When it is determined that a system is failing or has failed and MCEH has a permit

on record, the replacement dispersal field will be required to be the same type and size, or larger.

Replacement or repairs of OWTS shall be in conformance with Tier 4 standards of the OWTS Policy and shall meet requirements of the Implementing Ordinance. If site conditions preclude the installation of a new dispersal field that meets required standards, supplemental treatment will be required, if deemed necessary, to provide treatment equivalent to the required standards.

All repairs or modifications to an OWTS require an approved permit from MCEH.

OWTS in Degraded Basins

If the Lahontan Regional Water Board identifies a groundwater basin in the County where use of OWTS is causing or contributing to an exceedance of nitrate or pathogen maximum contaminant levels, the County will develop an APMP following consultation and approval by the Lahontan Regional Water Board. The APMP shall provide the same level of protection as the Tier 3 standards in the OWTS Policy and may include additional regulatory requirements including but not be limited to: (i) supplemental treatment for all new and replacement systems; (ii) mandatory, routine inspections, and maintenance; (iii) shallow ground water monitoring; (iv) connection to a public sewer if one exists; (v) or other appropriate actions.

OWTS Evaluation/Modification

Existing functioning OWTS that would otherwise be expected to continue to function properly may become overtaxed when homes are remodeled or expanded in a manner that increases the sewage flow or changes the characteristics of the sewage generated. When a building remodel results in a potential increase in wastewater flow, the OWTS shall be evaluated by MCEH. If MCEH determines that the current OWTS is not sized to accept the additional wastewater flow, then MCEH will require appropriate modification to the OWTS. Examples of changes that would result in an increased flow to the system include the addition of a bedroom, increased number of occupants, or installation of a fixture or device that would increase the average daily wastewater flow to the OWTS.

Additionally, improvements on the property that encroach on the OWTS or its designated expansion area would trigger the need for review and evaluation by MCEH. If it is determined that a remodel or improvement to a property presents no impact to the OWTS or that the existing system design and sizing is adequate, then no modification to the OWTS will be required.

OWTS Abandonment Standards

Unless properly abandoned, an OWTS no longer in use represents a safety hazard. The top or lids of the septic tank may deteriorate and collapse over time. Therefore, MCEH will ensure that septic tanks and other components of the OWTS are properly abandoned.

An existing OWTS or a portion thereof shall be properly abandoned, under the following conditions:

- Upon the discovery of a hollow seepage pit or cesspool;
- When the structure is connected to a public sewer; or
- When the structure served by the OWTS is demolished unless the owner demonstrates their intention to use the system in the future.

Standards for abandonment of a septic tank include:

- The tank shall be pumped to remove all contents;
- The tank will then be removed entirely and transported to a landfill for disposal, unless MCEH approves abandoning the tank in place; and
- If abandoned in place, the top of the tank shall be removed or crushed, the bottom of the tank punctured or cracked to allow drainage through the tank, and the tank then filled with clean soil or approved fill material.

Standards for abandonment of a dispersal field include:

- Seepage pits shall be excavated to a depth of 2 feet below grade and the center pipe cut. The center pipe and the excavation shall then be backfilled with clean soil or other fill material approved by MCEH.
- Standard leach lines composed of perforated pipe and gravel may be abandoned in place when MCEH determines that doing so will not negatively impact future development.
- If hollow chambers are used, also called a chamber system, the chambers shall be removed and the trench backfilled. In some cases, a chamber system may be abandoned in place with MCEH approval.

SECTION IV REQUIREMENTS OF NEW OWTS

MCEH review of new OWTS will occur on two levels. An initial review to verify OWTS feasibility occurs as part of the discretionary review process for proposals to create new lots through the Mono County Community Development Department (MCCDD) procedures. A second, more detailed review occurs when an application to construct an OWTS is submitted to MCEH. The issuance of a permit to construct an OWTS is a ministerial process.

The initial, discretionary review is performed by MCEH staff working in the Land Use Program. The role of the Land Use Program staff is to review projects within the unincorporated portions of Mono County to ensure conformity with state and local regulations and policies enforced by MCEH. These projects may involve a number of programs overseen by MCEH, including retail food, recreational health, solid waste, drinking water, and other programs, and, for the purposes of this LAMP, sewage or wastewater dispersal.

For projects that involve subdivisions, development plans, and conditional use permits, a determination must be made as to whether adequate public water and sewer services are available. If such services are available, MCEH will make it a condition of project approval that the applicant obtain approvals from the public water and sewer agencies and connect to these systems. For those projects where public water or sewer services are not available and a private water well and/or use of an OWTS is proposed, MCEH reviews well and soil test data to confirm their feasibility for the proposed project.

MCEH shall determine OWTS feasibility by reviewing the proposed site conditions and the preliminary engineering and layout of the system to ensure that adequate disposal area for both the primary and 100% expansion area exists. Appropriate setbacks to property lines, existing structures, water courses, water wells and other features are also reviewed. A minimum of 2 soil profiles and 2 percolation tests are also required for each proposed lot. In cases where uniform soil conditions are anticipated or are discovered through this process, the number of soil profiles and/or percolation tests may be reduced with MCEH approval. Soil profiles are required in the area of the proposed disposal field in order to determine the long-term suitability of the soils to accept wastewater. In most cases, MCEH will visit the site to confirm the accuracy of the map and the location of any limiting features of the property.

If upon review MCEH finds that the proposed project site is unsuitable for wastewater treatment and dispersal, then the project cannot move forward unless a suitable site is identified. For projects proposed in areas known to be problematic for use of OWTS, MCEH will apply strategies to address those specific conditions and to mitigate impacts to surface water or groundwater. Additionally, if an OWTS is inadequate or inappropriate for a proposed project, MCEH will communicate this determination to the project applicant and MCCDD during the Land Use Program's review process.

The standards for new OWTS, as well as specific siting, design and construction

criteria are contained in the Implementing Ordinance, which outlines general provisions for the repair, upgrade, modification or abandonment of existing systems. Tier 1 standards of the OWTS Policy apply unless otherwise specifically addressed in the Implementing Ordinance.

Protection of OWTS

All OWTS require regular maintenance to ensure that they are operating as designed and to prolong the useful life of the system. This is especially true for alternative systems and those that utilize supplemental treatment. In order to facilitate inspection and maintenance, OWTS components must be accessible.

In most OWTS designs, a 100% expansion area must be identified and set aside for future dispersal field use. Development in this expansion area that would preclude its future use as a dispersal field will not be allowed.

Prohibitions

The LAMP and the Implementing Ordinance will continue to administer current MCEH policies and implement the following prohibitions and requirements:

- The use of seepage pits and cesspools for sewage dispersal is prohibited.
- The use of holding tanks as a permanent means of wastewater management is prohibited.
- Sewage dispersal in fill material, unless the material is engineered fill designed for that purpose, is prohibited.
- A discharge to an OWTS that exceeds peak design flow or maximum permitted capacity is prohibited.
- No OWTS shall utilize any form of effluent disposal that discharges on or above the post installation ground surface such as sprinklers, exposed drip lines, free-surface wetlands, or a pond.

Professional Qualifications

To ensure performance that is consistent with the goals and objectives of this LAMP, OWTS must be sited, designed and constructed properly. Once placed into operation, regular inspection and maintenance are necessary to keep the system functioning as designed and to prolong its useful life. Therefore, specific qualifications and licenses necessary to design, construct maintain and/or repair an OWTS in Mono County include:

- Soil evaluations must be performed by a Professional Civil Engineer, Professional Geologist, Certified Soil Scientist, or Registered Environmental Health Specialist (REHS).
- OWTS must be designed by a Qualified Professional, such as a Professional Civil Engineer, Professional Geologist or REHS.

- Construction, modification, repair and abandonment of an OWTS must be performed by a Qualified Contractor. A Qualified Contractor is a California State License Board (CSLB) licensed contractor who possesses an “A”, C-42 or C36 license. A contractor who possesses a “B” license may construct an OWTS associated with a building project, provided that he is performing 3 or more building trades on that project.
- Inspections, maintenance and servicing must be performed by a Qualified Inspector or a Qualified Contractor. “Qualified Inspector” means a Registered Environmental Health Specialist, Professional Engineer, Qualified Contractor, or an individual that meets the requirements of the State OWTS Policy.

Site/Soil Evaluation

A general site evaluation must be completed that will assess topographical features of the lot, setbacks to water courses or water bodies, as well as distances to neighboring wells, neighboring OWTS and other surface features.

A soil evaluation will be required for all newly created lots prior to issuance of an OWTS permit. In most cases, this soil evaluation will include soil profiles to determine the depth and quality of soil and to assure minimum separation to groundwater or to bedrock or another confining zone. Percolation tests will also be required on newly created lots to determine wastewater acceptability of the soil and the appropriate application rate to use in the OWTS design. Soil profiles are required in the area of the proposed primary dispersal field, as well as in the expansion field. Soil profiles and percolation tests should be conducted in the spring and early summer months when anticipated groundwater is at its highest level (shallowest soil depth).

MCEH may waive the requirement for soil profiles and/or percolation tests in some developments, on existing lots, where ample data exists of the soil characteristics in the area and where soil condition have been shown to be relatively uniform throughout the development. MCEH will make this determination on a case by case basis.

Tank Requirements

The construction standards and sizing criteria for septic and treatment or pump basin tanks must be consistent with standards contained in state regulations and adopted documents. As stipulated in the California Plumbing Code (CPC), all tanks are to be watertight and constructed of durable, corrosion resistant material such as reinforced concrete or approved plastics and must conform to the International Association of Plumbing and Mechanical Officials (IAPMO), the National Sanitation Foundation (NSF) or the American Society for Testing and Material (ASTM) standards.

If an OWTS design calls for placing a tank beneath areas subject to vehicular traffic, such as a driveway, the tank, risers and manhole covers must be traffic rated.

Septic tanks must have a minimum of 2 compartments and a minimum capacity and size based on criteria stated in the latest edition of the CPC. Each compartment shall be accessible through a manway or port that is a minimum of 20 inches in diameter.

In general, all tanks should be buried as shallow as practicable, with a minimum cover of 6 inches. When site conditions warrant a tank being buried deeper than 12 inches below grade, each compartment opening is to be fitted with a watertight riser that extends to within 12 inches of grade, or to grade whenever practicable. When risers are required and extend to finish grade, corrosion and tamper resistant fasteners shall be used to secure the riser lids.

A minimum separation of 5 feet is required between structures, patios and decks so that all tank lids are accessible for tank inspection, servicing and maintenance.

Dispersal Fields

Dispersal fields will be constructed based on the calculated area needed to treat sewage produced from a proposed or existing residence or structure. Additional area shall be identified and set aside for a future OWTS dispersal field that is equal to the area of the original dispersal field, otherwise known as 100% replacement or expansion area. This expansion area will be used when the original dispersal field no longer functions adequately.

Standard/Conventional Leach Line Construction

Leach lines are the preferred method of OWTS effluent dispersal. Leach trenches that consist of either perforated PVC pipe installed over a layer of leach rock, or chamber system leach lines, are considered a standard or conventional dispersal field. Conventional leach lines are preferred over other types of dispersal fields for several reasons. Shallow conventional trenches allow for better dispersal by means of both percolation of liquid waste downward and evaporation of liquid upward. Soil microbes that break down or utilize the effluent are more numerous at shallow soil depth and can more effectively treat OWTS effluent.

In a standard rock and perforated pipe system, leach line trenches are to be constructed to a minimum width of 18 inches, to a maximum of 36 inches. The depth of the trenches will vary dependent on design. The depth of leach rock beneath the perforated pipe will vary between 1 foot minimum and 3 feet maximum. The perforated pipe will be covered with a minimum of 2 inches of leach rock, with the rock and pipe covered with filter fabric prior to backfill. A minimum of 12 inches (18 inches is preferred) of earth cover shall then be applied.

When a chamber system leach field is installed, trenches shall be wide enough to accommodate the width of the chambers used. No leach rock is required for standard installations. Instead, the chambers shall be placed directly on the bottom of the trench. The chambers shall be covered with a layer of untreated filter fabric and then backfilled

with earth cover to a minimum depth of 1 foot.

For rock and pipe systems and for chamber systems, trenches shall be constructed on contour (if a slope exists) and trench bottoms shall be level. In most cases where more than a single leach line is to be installed, a distribution box shall be installed between the septic tank and dispersal field. This will help to ensure even distribution of effluent to the leach lines. A distribution box shall be installed at least 5 feet from the septic tank, as well as 5 feet from the dispersal field. The distribution box shall be set onto a concrete pad on compacted earth, or set in concrete mixed on site, to eliminate the settling of the distribution box upon backfilling.

To facilitate future inspections of the dispersal field, inspection ports (or viewing ports) shall be installed at the end of each leach trench. If warranted, inspection ports may be required elsewhere in the leach field dependent upon site conditions.

Low Pressure Distribution

The preferred method of wastewater dispersal is by gravity flow. However, when site conditions preclude gravity distribution, effluent may be distributed to a disposal field under pressure.

Pressure distribution systems must be designed by a Qualified Professional.

Alternative OWTS

Alternative OWTS utilize dispersal fields consisting of components other than a conventional or supplemental treatment system, such as a mound, at-grade, and evapotranspiration systems. There are a number of developments in Mono County that utilize Alternative OWTS. These developments include portions of Paradise Estates, Swall Meadows, and Sunny Slopes.

Alternative OWTS must be designed by a Qualified Professional in conformance with state guidelines. MCEH has received recommendations from the Lahontan Regional Water Board for various Alternative OWTS designs that can be used in Mono County. Other Alternative OWTS could be approved in the future, provided that the systems are certified by NSF or another approved third-party tester.

Prior to final approval, the property owner shall record a notice stating that an Alternative OWTS has been installed on the property. This "Notice to Property Owner" shall run with the land and will act as a notice to any future property owner that the property is served by an Alternative OWTS and is therefore subject to an operating permit and regular maintenance, monitoring, and reporting requirements. A copy of the recorded document shall be provided to MCEH before final OWTS approval will be given.

To ensure that the Alternative OWTS continues to function properly, it will need to be inspected by a Qualified Inspector at least annually or as otherwise approved by

MCEH. Inspection reports shall be submitted to MCEH detailing the findings of the inspection. These reports shall be submitted within 30 days of the inspection.

Supplemental Treatment

Due to site conditions or due to water quality objectives specific to a particular site, some OWTS will require supplemental treatment prior to discharging of effluent to a dispersal field. Supplemental Treatment Systems (STS) are often used to overcome constraints having to do with high groundwater, shallow soils, or setback requirements to surface waters. STS include processes that can effectively reduce wastewater constituents such as Total Suspended Solids (TSS), Bio-chemical Oxygen Demand (BOD) and Total Nitrogen (TN). All STS will require plan review and approval from MCEH prior to installation. All STS must be tested and certified to meet NSF Standard 245 for nitrogen reduction, or a testing standard(s) specific to the contaminant(s) of interest.

All STS owners shall be provided with an informational maintenance or replacement document by the system designer or installer. This document shall specify homeowner procedures to ensure maintenance, repair or replacement of critical items within 48 hours following failure. A copy of these documents shall be maintained at the site and shall be available to the qualified service provider.

An STS shall be equipped with a visual and audible alarm that alerts the owner if the system malfunctions. All failures, malfunctions, service requests, alarms, or other instances where an STS requires the attention of a qualified service provider shall be reported to MCEH within 72 hours of the incident occurring. If upon inspection the system is determined to be failing, then the report must be submitted within 24 hours.

Because supplemental treatment is provided as a mitigation factor, every STS must receive regular maintenance, by a qualified technician who has been trained in the operation and maintenance of the specific STS design, to ensure that it is operating as designed. MCEH requires that a maintenance contract be signed and in place prior to installation of the system. This agreement is to remain in force for the life of the STS.

Prior to final approval of the installation of a STS, a Notice of Installation of the Supplemental Treatment System shall be recorded with the Mono County Clerk-Recorder's Office. This document shall run with the land and shall serve as constructive notice to all future owners that the property is served by an OWTS that utilizes supplemental treatment and is subject to an operating permit as well as maintenance, monitoring, and reporting requirements. A copy of the recorded document shall be provided to MCEH.

Operating Permits

Operating permits will be required for OWTS that utilize an Alternative OWTS or a STS to ensure that they are functioning properly and as designed. Permit conditions will require annual or more frequent analytical influent and effluent laboratory data results to be submitted to the MCEH and inspections of the system performed by a Qualified Inspector or a trained manufacturer's representative. In addition, a report detailing the findings of the inspection must be submitted to MCEH within 30 days of the date of servicing and inspection. In cases where an OWTS has been determined to be failing, the Qualified Inspector must submit a report to the MCEH within 24 hours.

SECTION V ALTERNATIVE MEANS OF WASTEWATER DISPOSAL FOLLOWING OWTS FAILURE OR GROUNDWATER DEGRADATION

OWTS must be located, designed, installed and operated in accordance with state and County standards. Systems built to these standards should last decades if they are properly maintained and regularly serviced. However, even a properly maintained OWTS has a finite lifespan and will eventually fail and require repair. When repairs are necessary, it is the general policy to upgrade the system to the standards in effect at the time of failure, to the greatest extent feasible.

There are a number of developments in Mono County that have residences with OWTS that do not conform to current state and County standards implemented by MCEH. Factors that make these existing OWTS nonconforming include:

- Inadequate area available for the dispersal field and/or expansion area;
- Inadequate setback from drainages or watercourses;
- Inadequate setback from steep slopes; and/or
- Inadequate vertical separation from groundwater or an impervious subsurface layer.

When an existing, nonconforming OWTS fails, it is often not possible to make repairs that meet all current standards. In these cases, replacement OWTS will be constructed to meet current standards to the greatest extent possible. However, in no case will a permit be issued for a replacement OWTS where the system will pose an imminent health risk or hazard, or a threat to groundwater or surface water, unless the threat can be mitigated to adequately protect public health and the environment. Mitigation may include replacement of a failing system with an Alternative OWTS or an OWTS that incorporates supplemental treatment.

SECTION VI EDUCATION AND OUTREACH

The primary method of education and outreach is by direct interaction between MCEH staff and the public. Staff routinely receives and responds to phone calls, email and office visits by private property owners, consultants and contractors with questions about the regulations, site specific requirements and/or the permit process. MCEH also regularly participates in Land Use Technical Advisory Committee meetings and provides information to property owners and their consultants on new development that will involve the use an OWTS. As necessary, MCEH staff will also brief the Board of Supervisors or the Planning Commission on onsite wastewater issues regarding proposed developments and projects.

MCEH also maintains a county website where all OWTS permit application forms and instructions are available. In addition to forms, MCEH posts or provides links to various regulatory information and documents related to OWTS and to Mono County's LAMP and OWTS Ordinance. The website also provides general information about proper OWTS maintenance.

Stakeholder or community meetings will be conducted as outreach efforts for significant or important projects such as writing or implementation of new regulations, such as this LAMP.

SECTION VII ENFORCEMENT

The County's OWTS Ordinance includes provisions and procedures to enforce state and County wastewater disposal laws and ensure protection of the public health and the environment. In general, enforcement actions are limited to situations where all other means to correct a problem or an ongoing violation have been exhausted. In situations where an imminent threat to public health or the environment exists, appropriate enforcement action will be initiated immediately. Circumstances or conditions that would result in MCEH initiating enforcement action are described below.

Failure to Obtain a Permit

Under the County's OWTS Ordinance, a permit is required to construct, repair, modify, or abandon an OWTS. It is unlawful to cover, conceal, or put into use an OWTS without having first obtained an inspection and final approval from MCEH. When MCEH staff discover or are made aware of the fact that an OWTS is being installed, modified, repaired, or abandoned without a permit, and the work is in progress, MCEH will issue a Notice of Violation to the property owner ordering him to cease further work. The Notice of Violation and order shall require the property owner to submit a permit application with the appropriate permit fee, the applicable penalty, and any other required information to MCEH. The Notice of Violation and order shall prohibit all work on the OWTS from recommencing until MCEH has issued a permit.

An OWTS that was installed, modified, repaired, or abandoned without a permit and inspection has no legal standing. When these situations are discovered, the property owner will be required to submit an application to construct an OWTS "after-the-fact", and submit documents and photographs to identify what activities were conducted or what components were installed.

When appropriate, components of the OWTS may be required to be uncovered to show evidence of what was installed. If inadequate information is available and/or field investigation cannot confirm the finished construction of the OWTS, a permit will not be issued for the unlawful OWTS and reconstruction under a new OWTS permit will be required.

Inspection and Maintenance

The County does not require ongoing, routine inspections of standard OWTS or systems not required to have a permit to operate. However, voluntary inspection and maintenance is encouraged. The County requires that any time an OWTS is serviced, the tank is to be inspected by a Qualified Inspector for signs of deterioration and other system deficiencies. In addition, a report detailing the results of the inspection must be submitted to MCEH within 30 days. If upon inspection the system is determined to be failing, the report must be submitted within 24 hours.

In addition, owners of OWTS utilizing supplemental treatment, as well as Alternative OWTS, are required to perform at least annual monitoring and reporting by a Qualified Inspector, as described in the conditions of the permit to operate for each specific system.

Once the report is received it will be reviewed by MCEH staff. If the report identifies any deficiencies, a tiered enforcement response is implemented. Initially, a notice is generated and mailed to the property owner. The notice will describe corrective action to be taken and direct that appropriate repair of the OWTS be completed by a specified date. If the property owner makes the needed repairs, then MCEH shall not take further action. If the property owner fails to take corrective action, then a process of increasing enforcement action will be taken until the problem is resolved. This progressive enforcement process includes the initial notice, followed by a Notice of Violation, and finally formal legal action that may include penalties and fines.

Failure to complete and/or submit reports of inspection for any OWTS that has been serviced will result in appropriate enforcement, as outlined above. Enforcement shall be directed at either the owner of the OWTS, the company that serviced the system, or both, as appropriate for the situation.

The goal of an enforcement action is to correct a violation. The assessment of a fine does not end the matter as abatement of the violation is still required. This would be handled by increased enforcement action including additional fines.

OWTS Failure

In General terms, a system has failed when wastewater is no longer safely treated and/or dispersed and therefore represents a health risk or a threat to the environment. Signs of a failing system range from an elevated liquid level in the septic tank to a discharge of effluent to the surface of the ground.

MCEH will respond to all reports or complaints of failing OWTSs and sewage surfacing on a particular property. MCEH will conduct a site visit of the property to confirm the validity of the report. If confirmed, MCEH will issue a Notice of Violation to the property owner directing them to take immediate action to stop the discharge of sewage and to repair the system. A permit will be required to repair the system and a follow up inspection will be conducted. Under normal circumstances, repairs will be required within 30 days of the issuance of the Notice of Violation, unless a work plan requiring more time is approved by MCEH. In any case, the discharge of sewage to the ground surface must be abated during this timeline.

In most cases, MCEH will become aware of a failing OWTS by the inspection report produced following servicing, as described in the Inspection and Maintenance section. Failure to repair or replace a failing system will result in enforcement as provided in Section VII of this LAMP.

SECTION VIII SEPTAGE MANAGEMENT

Septage is the partially treated waste from an OWTS. It consists of all the liquid wastes that are generated from a building or structure and drain through the structure's plumbing to the septic tank. In the septic tank, where primary treatment takes place, the waste separates into three distinct layers: the upper scum layer, the clarified middle layer and the lower sludge layer.

Over time, the scum and sludge layers accumulate to the point where the biologically active clarified area is minimized. When this occurs, the tank should be pumped out. The liquid waste pumped from the tank is referred to as septage. Septage, like all sewage, must be disposed of in a manner that protects public health.

This LAMP and the Implementing Ordinance require all septage, once removed from the tank by the registered pumper, to be transported to a disposal facility that operates under the authority of a permit issued by the Lahontan Regional Water Board. Currently, there are two facilities in Mono County that receive septage. These two facilities are the Mammoth Community Water District and the June Lake Public Utilities District. In addition, septage is accepted by Inyo County at the Bishop/Sunland evaporative sewage ponds, from registered septic pumpers working in the County.

With approximately 2,200 septic systems in the County, it is anticipated that on average 440,000 gallons of pumped septage will be distributed amongst these three sewage treatment facilities on an annual basis. This is based on 20% of those septic systems being pumped annually.

Although MCEH recommends that each OWTS septic tank be pumped at least every 5 years, in reality many go longer than this interval between pumping. By contrast, some septic tanks will be pumped more often than every 5 years for those OWTS that have a permit to operate and must be inspected more frequently than every 5 years.

SECTION IX PROGRAM ADMINISTRATION AND RECORDS MAINTENANCE

Program Administration

MCEH is responsible for oversight of 13 County programs that involve permitting responsibilities. These programs are divided between 4 full-time and one half-time employees. All MCEH staff are Registered Environmental Health Specialists and senior or journey-level staff positions. Over the course of the past 3 years (2014-2016), an average of 120 hours per year was coded to the County's OWTS Program. This equates to 0.06 Full Time Equivalent (FTE) of a position dedicated to the OWTS Program. Although one staff person handles the majority of the work, other MCEH staff are dedicated to cover OWTS Program responsibilities, as necessary.

For time accounting purposes, all staff complete a Daily Activity Report (DAR) that provides details of time spent in each program each day. DARs can be used to account for all time spent by staff in any given program and will be used to generate reports required by this LAMP for OWTS activities.

EnvisionConnect, a data management system used by MCEH to manage their regulatory programs and processes, will be used to notify MCEH staff of upcoming required inspections and maintenance for all OWTS operating permits in the database. MCEH is likely to develop a separate Microsoft Excel spreadsheet to track OWTS with operating permits and their inspection and maintenance schedules.

MCEH is a division of the Mono County Health Department (MCHD). The OWTS Program is funded by a combination of OWTS permit fees and MCHD general funds, which receives a large portion of its budget from State Realignment funds. MCHD receives no funds from the

County's general fund. All MCEH fees (including OWTS Program fees) are determined by multiplying the amount of time spent in a program by the calculated hourly rate for MCEH staff.

The standards for the construction, operation, and maintenance of OWTS are contained in this LAMP and the Implementing Ordinance, as incorporated into the Mono County Code. While the LAMP and the Implementing Ordinance are comprehensive, some aspects may be governed by administrative policy. This typically occurs when there is a need to clarify a procedure or address issues related to administration of the code. These policies will be approved by the Director of MCEH after consultation with staff and, as appropriate, the County Public Health Director.

Reporting and Data Collection

Permit records are currently maintained in paper and electronic formats. The Implementing Ordinance requires that a permit be obtained to construct, modify, repair or abandon an OWTS. When a permit application is received, the information is maintained on a Microsoft Excel spreadsheet and a record of the permit entered into the EnvisionConnect database. Information compiled includes the property owner's name and contact information, the site address, the Assessor's Parcel Number, the contractor information, as well as a description and the specifications of the OWTS. When the project is completed and has received final approval, the permit, supporting documents, and photographs are maintained in paper files and electronic files, and the EnvisionConnect database and Microsoft Excel spreadsheet are updated to show that the project has been completed.

As required in this LAMP, permits to operate will be issued for all new Alternative OWTS and OWTS that utilize supplemental treatment. Implementation of operating permits will entail tracking, inspection, and maintenance records being maintained. These records will be maintained as electronic files in the EnvisionConnect database, as well as in saved electronic files within the County's server database. Paper files will also be maintained for the foreseeable future until such time that MCEH makes the decision to no longer utilize a paper filing system for this program. Sewage pumper company registration and monthly pumping reports will also be compiled and stored via a Microsoft Excel spreadsheet and/or entered into EnvisionConnect for reporting purposes.

Water Quality Assessment Program

MCEH will implement a Water Quality Assessment Program (WQAP) to evaluate the impact of OWTS discharges on groundwater and surface water quality in the County. The WQAP will include monitoring and analysis of water quality data, review of complaints, OWTS failures, and OWTS inspections. This water quality data will be obtained from the following sources:

- Random well samples
- Well samples taken to establish a well as a "potable source"
- Routine water samples taken by Small Community Public Water Systems
- Water quality data from water management agencies/organizations
- Any other sampling data deemed relevant or necessary for the protection of groundwater and surface water supplies

Wells in existing subdivisions, either public supply wells or private water wells, will be sampled and analyzed for total nitrogen on a prescribed routine basis. In addition, for developments where nearby surface water sources exist (e.g. Mono City, Twin Lakes, Virginia Lakes, and areas north and south of Bridgeport), routine water sampling will be conducted upgradient and downgradient of these developments to further monitor for

the effects of OWTS on these water sources. To date, none of the the Public Water System water sources serving these existing subdivisions exceed drinking water standards for total nitrogen.

As required by Sections 3.3 and 9.3 in the OWTS Policy, MCEH shall submit an annual report by February 1 of each year to the Lahontan Regional Water Board for the previous calendar year. This annual report will summarize MCEH's OWTS Program. This report shall include: The numbers and locations of complaints pertaining to OWTS operation and maintenance, and the results of those findings; applications and registrations of septic tank pumping companies; the number, location, and description of permits issued for new and replacement OWTS and which Tier the permit was issued; monitoring results and Supplemental Treatment System performance data, as well as an evaluation of the effectiveness of MCEH's OWTS program with respect to water quality objectives; and all other pertinent information required in the OWTS Policy listed in Sections 9.3.1 and 9.3.2. This report will be submitted in a format that is acceptable by the Lahontan Regional Water Board.

In addition, every fifth year the annual report will include an evaluation of the WQAP. This report will include an assessment of whether water quality is being impacted by OWTS, and it will identify any changes needed in the LAMP. This, however, will not apply to public lands or property owned by the City of Los Angeles due to the fact that the number of OWTS permitted and installed on those lands is extremely limited and those OWTS present little to no impact to water quality from their use.

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LAHONTAN REGION**

RESOLUTION NO. R6V-2018-0037

**APPROVING THE LOCAL AGENCY MANAGEMENT PROGRAM
FOR MONO COUNTY**

WHEREAS, the California Regional Water Quality Control Board, Lahontan Region (Water Board) finds that:

1. On June 19, 2012, the State Water Resources Control Board (State Water Board) adopted Resolution No. 2012-0032, which approved the Water Quality Control Policy for Siting, Design, Operation, and Maintenance of Onsite Wastewater Treatment Systems (OWTS Policy).
2. The OWTS Policy defines a local agency as any subdivision of state government that has responsibility for permitting the installation of and regulating OWTS within its jurisdictional boundaries; typically a county, city, or special district.
3. The OWTS Policy allows local agencies to propose Local Agency Management Programs (LAMPs) for Water Board approval. Upon approval, the local agency would manage the installation of new and replacement OWTS under that LAMP.
4. The OWTS Policy requires the Water Board to solicit comments from the State Water Board, Division of Drinking Water (DDW) regarding a LAMP's proposed setbacks and notifications to water purveyors.
5. On May 18, 2016, Mono County submitted a proposed LAMP to the Water Board.
6. On November 15, 2016, the Water Board issued a comment letter to Mono County regarding their submitted proposed LAMP.
7. On December 15, 2017, Mono County submitted a revised draft LAMP to the Water Board.
8. On April 9, 2018, the Water Board provided comments on the revised draft LAMP to Mono County.
9. On April 30, 2018, staff forwarded a copy of the proposed LAMP to DDW and solicited comments from DDW regarding the proposed LAMP's policies and procedures, including notification to local water purveyors prior to OWTS permitting. DDW comments involving set back requirements were addressed in the LAMP.
10. On May 14, 2018, Mono County submitted the final Mono County LAMP.

11. On May 15, 2018, the Water Board notified Mono County and interested parties of the opportunity for public comment and public hearing concerning consideration of a resolution to approve the Mono County LAMP.
12. On June 5, 2018, the Mono County Board of Supervisors approved the Mono County LAMP.
13. On July 19, 2018, the Water Board, in a public meeting, heard and considered all comments pertaining to this action.

THEREFORE, BE IT RESOLVED THAT:

The Water Board hereby approves the Local Agency Management Program submitted by Mono County.

I, Patty Z. Kouyoumdjian, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of a Resolution adopted by the California Regional Water Quality Control Board, Lahontan Region, on July 19, 2018.



PATTY Z. KOUYOUMDJIAN
EXECUTIVE OFFICER



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 14, 2018

Departments: Finance

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Gerald Frank

SUBJECT Sale of Tax-Defaulted Property

AGENDA DESCRIPTION:

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

Request for Approval to Sell Tax-Defaulted Property Subject to the Power of Sale.

RECOMMENDED ACTION:

Approve Request to Sell Tax-Defaulted Property Subject to the Power of Sale.

FISCAL IMPACT:

Total of all minimum bids is \$ 224,052. Minimum bids include known costs. There could potentially be additional costs not included in the minimum bid, which are unknown at this time.

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 7609325483 / gfrank@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution to Sell
<input type="checkbox"/> Intent to Sell
<input type="checkbox"/> Tax Sale List

History

Time	Who	Approval
8/9/2018 7:09 PM	County Administrative Office	Yes

8/9/2018 1:54 PM

County Counsel

Yes

8/9/2018 8:35 AM

Finance

Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Gerald A. Frank
Assistant Finance Director
Treasurer-Tax Collector

Janet Dutcher, CPA, CGFM
Finance Director

Stephanie Butters
Assistant Finance Director
Auditor-Controller

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

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

Date: August 14, 2018

To: Honorable Board of Supervisors

From: Finance: Janet Dutcher, Gerald Frank

Subject: Sale of Tax-Defaulted Property

Actions Requested:

Approve Resolution for the sale of tax-defaulted property subject to the power to sell.

Discussion:

The Revenue and Taxation Code requires approval from the Board of Supervisors before the Tax Collector may conduct a sale of tax defaulted property. The attached request includes a list of property subject to sale and the minimum bid required.

Fiscal Impact:

Total of all minimum bids is \$ 224,052.
Minimum bids include known costs. There could potentially be additional costs not included in the minimum bid, which are unknown at this time.



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RESOLUTION NO. R18-___

**RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
APPROVING THE SALE OF TAX-DEFAULTED PROPERTY
SUBJECT TO THE POWER OF SALE**

WHEREAS, the Mono County Treasurer-Tax Collector has notified the Board of Supervisors, pursuant to Revenue and Taxation Code section 3698, of the intention to sell certain tax-defaulted property under Chapter 7 of Part 6 of Division 1 of the Revenue and Taxation Code, including a description of the property to be sold and the minimum price at which it is proposed to sell the property; and

WHEREAS, a copy of said notice is attached hereto as Exhibit "A" and incorporated herein by this reference;

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

SECTION ONE: That approval is hereby granted, and the Treasurer-Tax Collector is hereby authorized, to sell the property described in the notice attached hereto as Exhibit "A" at the minimum price set forth in said notice. Further, the Mono County Board of Supervisors authorizes, in the event any parcel does not sell, the Treasurer- Tax Collector to re-offer that parcel at a reduced minimum price, as authorized by Revenue and Taxation Code 3698.5(c).

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SECTION TWO: Any parcel(s) remaining unsold thereafter may be re-offered at a new sale within 90 days of the original sale date, pursuant to Revenue and Taxation Code section 3692(e), with the option to offer the remaining parcels at a reduced minimum price, pursuant to Revenue and Taxation Code 3698.5(c).

PASSED, APPROVED and ADOPTED this ____ day of ____, 2018 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

 Bob Gardner, Chair
 Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

 Clerk of the Board

 County Counsel



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

*Gerald A. Frank
Assistant Director of Finance
Treasurer-Tax Collector*

*Janet Dutcher, CPA, CGFM
Director of Finance*

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

Exhibit "A"

**NOTICE TO BOARD OF SUPERVISORS OF THE
INTENTION TO SELL TAX-DEFAULTED PROPERTY**

TO: MONO COUNTY BOARD OF SUPERVISORS
FROM: JANET DUTCHER, FINANCE DIRECTOR, TREASURER TAX-COLLECTOR
DATE: AUGUST 14, 2018
RE: NOTICE OF INTENTION TO SELL TAX-DEFAULTED PROPERTY

IN ACCORDANCE WITH REVENUE AND TAXATION CODE SECTION 3698, THE BOARD OF SUPERVISORS IS HEREBY NOTIFIED OF MY INTENTION TO SELL AT PUBLIC AUCTION VIA INTERNET THE TAX-DEFAULTED PROPERTY DESCRIBED ON THE ATTACHED SCHEDULE (INCORPORATED HEREIN BY THIS REFERENCE), UNDER CHAPTER 7 OF PART 6 OF DIVISION 1 OF THE CALIFORNIA REVENUE AND TAXATION CODE.

2018 Tax Sale List

No.	Asmt No.	Default Num	Default Date	AssesseeName	Description	Minimum Bid
1	001-100-068-000	DEF130000001	6/30/2013	MCKAY BROTHERS CATTLE CO.	PARCEL 2 OF PARCEL MAP NO. 31-43 IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 35 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.	\$ 20,575.00
2	002-020-024-000	DEF120000005	6/30/2012	BRANDON REV FAMILY TRUST & BRANDON ARNOLD DEAN	See Attached Exhibit "B"	\$ 31,570.00
3	008-141-010-000	DEF120000041	6/30/2012	BRANDON REV FAMILY TRUST & BRANDON ARNOLD D.	THE NORTHERLY 150 FEET OF THE WEST 50 FEET OF THE FOLLOWING DESCRIBED LOT IN THE TOWN OF BRIDGEPORT, COUNTY OF MONO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF MAIN STREET, SAID POINT BEING THE NORTHEAST CORNER OF P.G. HUGHES LOT AS DESCRIBED IN DEED RECORDED IN BOOK "R" PAGE 181 OF DEEDS; THENCE IN AN EASTERLY DIRECTION ALONG THE SOUTH LINE OF MAIN STREET 200 FEET TO THE NORTHWEST CORNER OF D. HAYS LOT AS DESCRIBED IN DEED RECORDED IN BOOK "K" PAGE 278 OF DEEDS; THENCE SOUTHERLY 300 FEET TO A POINT ON THE NORTH LINE OF KINGSLEY STREET, SAID POINT BEING THE SOUTHWEST CORNER OF SAID D. HAYS LOT, THENCE ALONG THE NORTH LINE OF KINGSLEY STREET IN A WESTERLY DIRECTION 200 FEET TO THE SOUTHEAST CORNER OF SAID P. G. HUGHES LOT; THENCE NORTHERLY 300 FEET TO THE POINT OF BEGINNING.	\$ 7,113.00
4	011-294-007-000	DEF130000047	6/30/2013	GARSDIE STANLEY STAIGER & SIMPSON SALLY G.	LOT 7, IN BLOCK "G" OF TRIDENTATA TERRACE ESTATES SUBDIVISION, IN SECTION 4, TOWNSHIP 4 NORTH, RANGE 25 EAST, M.D.B. & M., IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF MONO COUNTY.	\$ 1,181.00
5	015-113-071-000	DEF120000066	6/30/2012	FOX HILL INVESTMENT CORPORATION	LOTS 6, 7, 8, 9, 10, 43, 44, 45, 46, 47, and 48 ALL IN BLOCK 6 OF SILVER PINES TRACT NO. 1, IN THE COUNTY OF MONO, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 1 PAGE 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.	\$ 44,529.00
6	022-382-040-000	DEF130000069	6/30/2013	SHERWIN BLUFFS HOLDINGS, LLC	LOT 33 OF RECORD OF SURVEY NO. 36-123, IN THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGES 44 THROUGH 44B OF RECORD OF SURVEY MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.	\$ 110,284.00
7	060-240-001-000	DEF120000130	6/30/2012	ECKERT GREG & TERRI	A PORTION OF LOT 2 IN THE SOUTHWEST ¼, OF THE NORTHEAST ¼, OF SECTION 35, TOWNSHIP 4 SOUTH, RANGE 29 EAST, MOUNT DIABLO BASELINE AND MERIDIAN, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ALSO BEING MONO COUNTY ASSESSOR'S PARCEL NO. 60-240-01.	\$ 8,659.00

EXHIBIT "B"

Legal Description (002-020-024-000)

A PARCEL OF LAND THAT IS LOCATED IN A PORTION OF SECTION 31, T 9 N, R 23 E, AND IN A PORTION OF SECTION 6, T 8 N, R 23 E, MDM, COUNTY OF MONO, STATE OF CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AS DESCRIBED IN DEED FROM W.O. CUNNINGHAM (SR) AND ALICE CUNNINGHAM, HUSBAND AND WIFE, TO GUY M. TERRY AND ADELE M. TERRY, HUSBAND AND WIFE, AS RECORDED IN VOLUME 20, PAGE 442 OF OFFICIAL RECORDS WHICH BEARS N 05°43'E, 1313.57 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, THENCE ALONG THE PROPERTY LINES DESCRIBED IN SAID DEED THE FOLLOWING COURSES AND DISTANCES:

- A. N 01°15' W, 730.91 FEET;
- B. S 89°07'41" E, 60.04 FEET;
- C. THENCE ALONG A LINE THAT IS PARALLEL WITH AND 60.00 FEET EASTERLY FROM THE LINE DESCRIBED IN COURSE A. HERON S 01°15' E, 731 FEET MORE OR LESS TO A 1½" DIAMETER ALUMINUM CAP INSCRIBED LS5149 ON A 5/8" DIAMETER REBAR IN A FENCE LINE;
- D. THENCE ALONG SAID FENCE LINE S 89°55'30" E, 581.64 FEET TO A 1½" DIAMETER ALUMINUM CAP INSCRIBED LS5149 ON A 5/8" DIAMETER REBAR SAID POINT BEING THE TRUE POINT OF BEGINNING.
 1. THENCE ALONG SAID FENCE LINE S 89°54'24" E, 765.32 FEET TO A 1½" DIAMETER ALUMINUM CAP INSCRIBED LS5149 ON A 5/8" DIAMETER REBAR;
 2. THENCE ALONG A FENCE LINE S 58°23'58" E, 165.91 FEET TO A 1½" DIAMETER ALUMINUM CAP INSCRIBED LS5149 ON A 5/8" DIAMETER REBAR;
 3. THENCE N 08°50'50" E, 277.28 FEET TO A 1½" DIAMETER ALUMINUM CAP INSCRIBED LS5149 ON A 5/8" DIAMETER REBAR;
 4. THENCE ALONG A FENCE LINE AND ITS WESTERLY EXTENSION THEREOF S 88°37'01" E, 428.46 FEET TO A 1½" DIAMETER ALUMINUM CAP INSCRIBED LS5149 ON A 5/8" DIAMETER REBAR;
 5. THENCE N 02°11'26" W, 541 FEET MORE OR LESS TO THE NORTHERLY LINE AS DESCRIBED IN SAID DEED TO GUY M. TERRY AND ADELE M. TERRY; THENCE ALONG THE LINES AS ORIGINALLY DESCRIBED IN SAID DEED TO GUY M. TERRY AND ADELE M. TERRY THE FOLLOWING COURSES AND DISTANCES;
 6. S 89°07'41" E, 486 FEET MORE OR LESS TO AN ANGLE POINT IS SAID DEED TO GUY M. TERRY AND ADELE M. TERRY;
 7. S 00°53' W, 720.80 FEET; THENCE ALONG SAID EASTERLY LINE OF THE PROPERTY DESCRIBED IN SAID DEED TO GUY M. TERRY AND ADELE M. TERRY AS BEING IN FENCE, THE FOLLOWING COURSES AND DISTANCES:
 8. S 46°13' W, 441.81 FEET IN FENCE;
 9. S 08°27' E, 680.68 FEET IN FENCE;
 10. S 28°25' E, 249.21 FEET IN FENCE;
 11. S 00°20' E, 523.52 FEET IN FENCE;
 12. S 13°03' W, 905.86 FEET IN FENCE;
 13. S 47°46' E, 322.21 FEET IN FENCE;
 14. S 25°39' W, 286.88 FEET IN FENCE;
 15. S 64°10' W, 148.83 FEET IN FENCE;
 16. S 37°26' W, 145.72 FEET IN FENCE;
 17. S 19°33' W, 480.55 FEET IN FENCE TO A 1½" DIAMETER ALUMINUM CAP INSCRIBED LS5149 ON A 5/8" DIAMETER REBAR;
 18. THENCE S 87°17'00" W, 25.23 FEET TO A 1½" DIAMETER ALUMINUM CAP INSCRIBED LS5149 ON A 5/8" DIAMETER REBAR;
 19. THENCE N 04°59'02" W, 681.88 FEET TO A 1½" DIAMETER ALUMINUM CAP INSCRIBED LS5149 ON A 5/8" DIAMETER REBAR;
 20. THENCE S 88°37'02" W, 917.26 FEET TO A 1½" DIAMETER ALUMINUM CAP INSCRIBED LS5149 ON A 5/8" DIAMETER REBAR;
 21. THENCE N 27°50'01" W, 510.78 FEET TO A 1½" DIAMETER ALUMINUM CAP INSCRIBED LS5149 ON A 5/8" DIAMETER REBAR;
 22. THENCE N 02°10'48" E, 663.37 FEET TO A 1½" DIAMETER ALUMINUM CAP INSCRIBED LS5149 ON A 5/8" DIAMETER REBAR;
 23. THENCE N 02°59'33" E, 1,034.68 FEET TO A 1½" DIAMETER ALUMINUM CAP INSCRIBED LS5149 ON A 5/8" DIAMETER REBAR;
 24. THENCE N 07°34'44" W, 909.68 FEET TO THE TRUE POINT OF BEGINNING;

THIS DESCRIPTION WAS COMPILED FROM RECORD INFORMATION AS RECORDED IN VOLUME 20, PAGE 442 AND IN VOLUME V, PAGE 153 OF OFFICIAL RECORDS AND FROM FIELD MEASUREMENTS. THE BASIS OF BEARINGS FOR THE FIELD MEASUREMENTS IS NORTH, AS DETERMINED FROM GPS MEASUREMENTS TAKEN ON NOVEMBER 9, 2001 IN CALIFORNIA COORDINATE SYSTEM, ZONE III, NAD 83 (1991.35). BEARINGS ARE TRUE AS DETERMINED USING A CONVERGENCE ANGLE OF +0°36'58" AT THE USGLO BRASS CAP INSCRIBED WC ¼ S31/S6. TRUE AZIMUTH=GRID AZIMUTH + CONVERGENCE ANGLE. DISTANCES IN THIS DESCRIPTION ARE GROUND DISTANCES.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 14, 2018

Departments: County Counsel

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

SUBJECT Brown Act Refresher - Exception to
Definition of a Meeting

AGENDA DESCRIPTION:

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

Presentation regarding Ralph M. Brown Act exception for attendance by Supervisors at conferences, community meetings that are open to the public, meetings of other local agencies that are open to the public and/or social or ceremonial occasions, and for attendance by Supervisors as observers at meetings of Board of Supervisors' standing committee meetings.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 760-924-1704 (Mammoth) 760-932-5417 (Bridgeport) / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report
<input type="checkbox"/> Chart
<input type="checkbox"/> Government Code Section 542952.2

History

Time

Who

Approval

8/9/2018 7:17 PM	County Administrative Office	Yes
8/8/2018 5:01 PM	County Counsel	Yes
8/9/2018 8:36 AM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputies
Anne M. Larsen
Jason Canger

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Senior

To: Board of Supervisors

From: Stacey Simon

Date: August 14, 2018

Re: Brown Act agenda exceptions

Recommended Action

None. Informational only (provide any desired direction to staff).

Fiscal Impact

None.

Discussion

At its August 7, 2018 meeting, the Board of Supervisors requested a discussion regarding Government Code section 54952.2, which defines when a "meeting" of a legislative body occurs for purposes of triggering the Brown Act's notice and agenda requirements. Specifically, section 54952.2 carves out six exceptions to the definition of a meeting, which authorize members of a legislative body (i.e., Board Members) to attend, and participate in gatherings, including social or ceremonial occasions, agenda meetings of other local agencies, etc., without triggering the requirement that those gatherings also be noticed as meetings of the Board of Supervisors.

The purpose of this item is to review those six exceptions and answer any questions the Board may have.

Encl. Government Code section 54952.2
Chart outlining exceptions

Brown Act Meetings

The Brown Act requires that any “meeting” of a majority of the members of a legislative body meet specified requirements including the posting of an agenda.

What is a meeting? Any congregation of a majority of the members of a legislative body at the same time and location, including teleconference locations, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body. Also included are **serial meetings**, where a series of communications of any kind, directly or through intermediaries, are used to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

What is not a meeting? The Brown Act carves out several situations which are not considered “meetings” and therefore do not require compliance with the notice and agenda requirements of the Act. These are listed below:

Individual contacts	Individual contacts or conversations between a member of a legislative body and any other person (unless they are serial meetings).
Attendance at conferences that are open to the public (with restrictions)	The attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public or to public agencies of the type represented by the legislative body, provided that a majority of the members do not discuss among themselves,* other than as part of the scheduled program, business of a specified nature that is within the subject matter jurisdiction of the local agency.
Community meetings that are open to the public (with restrictions)	The attendance of a majority of the members of a legislative body at an open and publicized meeting organized to address a topic of local community concern by a person or organization other than the local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.
Meetings of other local agencies that are open to the public (with restrictions)	The attendance of a majority of the members of a legislative body at an open and noticed meeting of another body of the local agency, or at an open and noticed meeting of a legislative body of another local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled meeting, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.
Social or ceremonial Occasions (with restrictions)	The attendance of a majority of the members of a legislative body at a purely social or ceremonial occasion, provided that a majority of the members do not discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.
Attendance as observers at standing committee meetings (with restrictions)	The attendance of a majority of the members of a legislative body at an open and noticed meeting of a standing committee of that body, provided that the members of the legislative body who are not members of the standing committee attend only as observers.

State of California

GOVERNMENT CODE

Section 54952.2

54952.2. (a) As used in this chapter, “meeting” means any congregation of a majority of the members of a legislative body at the same time and location, including teleconference location as permitted by Section 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.

(b) (1) A majority of the members of a legislative body shall not, outside a meeting authorized by this chapter, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

(2) Paragraph (1) shall not be construed as preventing an employee or official of a local agency, from engaging in separate conversations or communications outside of a meeting authorized by this chapter with members of a legislative body in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the local agency, if that person does not communicate to members of the legislative body the comments or position of any other member or members of the legislative body.

(c) Nothing in this section shall impose the requirements of this chapter upon any of the following:

(1) Individual contacts or conversations between a member of a legislative body and any other person that do not violate subdivision (b).

(2) The attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public or to public agencies of the type represented by the legislative body, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the subject matter jurisdiction of the local agency. Nothing in this paragraph is intended to allow members of the public free admission to a conference or similar gathering at which the organizers have required other participants or registrants to pay fees or charges as a condition of attendance.

(3) The attendance of a majority of the members of a legislative body at an open and publicized meeting organized to address a topic of local community concern by a person or organization other than the local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(4) The attendance of a majority of the members of a legislative body at an open and noticed meeting of another body of the local agency, or at an open and noticed meeting of a legislative body of another local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled meeting, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(5) The attendance of a majority of the members of a legislative body at a purely social or ceremonial occasion, provided that a majority of the members do not discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(6) The attendance of a majority of the members of a legislative body at an open and noticed meeting of a standing committee of that body, provided that the members of the legislative body who are not members of the standing committee attend only as observers.

(Amended by Stats. 2008, Ch. 63, Sec. 3. Effective January 1, 2009.)